

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, September 24, 2024

3:00 PM

Packet

Council Chamber

**Urban County Council Work Session**

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

- a. [0955-24](#) Table of Motions: Council Work Session, September 17, 2024

Attachments: [TOM 091724](#)

**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. [0956-24](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with LFUCG Parks and Recreation (\$450.78); Autism Society of Ky. Bluegrass, LLC (\$2,200.00); Beaumont Residential Association, Inc. (\$1,500.00); Natalie's Sisters, Inc. (\$1,750.00); Lexington Fisher House Foundation, Inc. (\$2,200.00); Paul Laurence Dunbar Swim Team Boosters, Inc. (\$950.00); East End Family Reunion Coalition, Incorporated (\$1,000.00); Tates Creek Mansionettes, Inc. (\$2,000.00); Winburn Neighborhood Association, Inc. (\$1,250.00); Oakwood Neighborhood Association, Inc. (\$1,000.00); Brighton East Homeowners Association, Inc. (\$1,000.00); Friends of Lexington Senior Center Inc. (\$2,000.00); Sisters & Supporters Working Against Gun Violence Inc (\$1,600.00); Total Grace Church, Inc. (\$2,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Attachments:** [NDF List 9.24.24 \(1\)](#)  
[RESO 0956-24 NDF List 9-24-2024 4857-1623-9335 v.1.docx](#)  
[R-492-2024](#)  
[Contract #281-2024](#)  
[Contract #281-2024-Paul Lawrence Dunbar](#)  
[Contract #281-2024 -Autism Society](#)  
[Contract #281-2024-East End Family Reunion](#)  
[Contract #281-2024-Natalies Sisters](#)  
[Contract #281-2024-Lexington Fisher House](#)  
[Contract #281-2024-Beaumont Residential](#)

- b. **0957-24** A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$5,000 for Capital Improvements at Brucetown Park, the Div. of Streets and Roads in the amount of \$29,800, for fence painting on Clays Mill Rd. from Man O War Boulevard to Twain Ridge, RadioLex in the amount of \$45,000 for Capital Improvements to RadioLex's broadcast equipment and to upgrade from analog to digital equipment, the LFUCG Corridors Commission in the amount of \$1,500 for the Bluesman Art Sculpture installation on an 11th District Corridor, the Dept. of Social Services in the amount of \$3,975 for the purchase of gym mats and accessories for installation for the gymnasium at Charles Young Center, and the Div. of Streets and Roads in the amount of \$11,000 for construction of a vinyl plank fence between the Service Rd. and Wilson Downing Rd. to enhance traffic safety in a school zone. [Council Office, Hall]

**Attachments:** [Capital List 9.24.24](#)  
[Reso 0957-24 Council Capital 9-24-2024 4858-2332-5927 v.1.docx](#)  
[R-488-2024](#)

- c. **0959-24** Summary: Budget, Finance, & Economic Development Committee, August 27, 2024

**Attachments:** [8-27-24 Meeting Summary](#)

## XI. Council Reports

## XII. Public Comment - Issues Not on Agenda

## XIII. Adjournment

**Administrative Synopsis - New Business Items**

- a        **0879-24**        A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute and submit an application to the Ky. Dept. of Education, for provision of Preschool Education Services at the Family Care Center for the 2024-2025 school year. [Dept. of Social Services, Allen-Bryant]
- Attachments:***    [0879-24 Bluesheet Memo KDE Preschool Application](#)  
[KDE Preschool Application 24-25 8.30.24](#)  
[RESO 0879-24 KDE Preschool Contractor App '24-'25 4886-2885-0918 v.1.d](#)  
[R-502-2024](#)  
[Contract #282-2024](#)
- b        **0891-24**        A Resolution authorizing the Mayor on behalf of the Urban County Government, to execute a Memorandum of Understanding with KVC Behavioral Healthcare Ky., Inc., to provide psychoeducational mindfulness-based workshops for teen mothers in the Parent Education Program at the Family Care Center as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, at no cost. [Div. of Family Services, Horton-Holt]
- Attachments:***    [0891-24 KVC Behavioral Healthcare Services KY MOU](#)  
[MOU KVC 8.30.24 \(002\)](#)  
[RESO 0891-24 KVC MOU 4888-2535-5750 v.1.docx](#)  
[R-503-2024](#)  
[Contract #278-2024](#)
- c        **0909-24**        A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes for the 2024 property tax year, at a cost not to exceed \$350,000, with the payments to be treated as a commission and the Urban County Government to receive any related payment (\$87,500) from the Commonwealth of Ky. [Dept. of Finance, Hensley]
- Attachments:***    [Memo Sheriff Ad Valorem 2024 Prop Tax Coll Agreement](#)  
[Sheriff 2024 Ad Valorem Prop Tax Coll Agreement](#)  
[909-24 Sheriff Agreement 4887-3043-4535 v.1.doc](#)  
[R-504-2024](#)  
[Contract #277-2024](#)
- d        **0910-24**        A Resolution authorizing the Div. of Facilities and Fleet Management to purchase in-house Level 3 CNG diagnostic testing

and repair training from Alternative Fuel Vehicle Institute (AFVI), a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with AFVI, related to the procurement, at a cost not to exceed \$21,625. [Div. of Facilities and Fleet Management, Baradaran]

**Attachments:** [AFVi Sole Source Memo](#)  
[AFVi Contract](#)  
[AFVi Sole Source Cert](#)  
[RESO 910-24 AFVi Sole Source 4869-6921-9557 v.1.docx](#)  
[R-505-2024](#)  
[286-2024 - 505-2024 - CONTRACT - 2024 - CLK - Contracts - 10-18-2024](#)

- e**      **0917-24**      A Resolution approving the updated guidelines for the Lex Grow Trees Grant Program. [Div. of Environmental Services, Carey]

**Attachments:** [bluesheet memo Lex Grow Trees Grant Program Guidelines Round 2](#)  
[Lex Grow Trees Grant Program Guidelines final 20240904 mark up](#)  
[LexGrowTrees Grant Program Rubric Round 2 \(Final\)](#)  
[Lex Grow Trees Grant Program Guidelines final 20240904 full packet](#)  
[0917-24 Lex Grow Trees Guidelines 4887-7074-0199 v.1.docx](#)  
[R-489-2024](#)

- f**      **0921-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Memoranda of Agreement with the Stonewall Equestrian Estates Association, Inc. and various property owners within said association, for relocation and boarding of horses on parcels needed for the Blenheim Sanitary Trunk Sewer Project, for the Div. of Water Quality, at a cost not to exceed \$36,690. [Div. of Water Quality, Martin]

**Attachments:** [Bluesheet](#)  
[13 Blenheim Trunk Site Map](#)  
[0921-24- Blenheim Property Owners Agreement 4857-1512-5223 v.1.docx](#)  
[R-506-2024](#)

- g**      **0925-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a First Amendment to the Purchase of Service Agreement with Career Edge, LLC, for a cloud-based online career services learning management system for residents, extending the term to June 30, 2025, at no additional cost to the Urban County Government. [Office of the Mayor, Atkins]

**Attachments:** [Career Edge Amendment Blue Sheet \(ept\) .1 . 4856-7273-3923](#)  
[First Amendment - Lexington \(v3\) \(002\)](#)  
[0925-24- First Amendment to PSA with Career Edge 4890-9029-5271 v.1.doc](#)  
[First amendment 0925\\_24](#)  
[R-507-2024](#)

- h**      **0932-24**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Blenheim Way Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$1,500. [Div. of Water Quality, Martin]

**Attachments:** [R-508-2024BlueSheet](#)  
[Trunk Sewer Map](#)  
[0932-24-Blenheim Way Property Interests 4885-5440-7911 v.1.docx](#)  
[R-508-2024](#)

- i**      **0934-24**      A Resolution authorizing the Div. of Police to purchase maintenance and support for an automated fingerprint identification system, from Idemia Identity & Security USA LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Idemia Identity & Security USA LLC, related to the procurement at a cost not to exceed \$10,817. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - Idemia Identity & Security USA LLC - Maintenance and Support Agreement.pdf](#)  
[IDEMIA 2025 - SOLE SOURCE CERTIFICATION.pdf](#)  
[934-24 idemia 4867-5786-1607 v.1.docx](#)  
[R-509-2024](#)  
[Contract #279-2024](#)

- j**      **0935-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with the Blue Grass Community Foundation, establishing the Lexington Public Art Maintenance Fund to support permanent public artworks that are owned by the Urban County Government and located on Urban County Government property, with the administrative costs not to exceed one percent of the fund or a minimum of \$250 a year. [Office of the Mayor, Lyons]

**Attachments:** [BGCF Fee Schedule](#)  
[Lexington Public Art Maintenance Fund](#)  
[Authorization request Memo for BGCF Public Art Maintenance Fund](#)  
[RESO 0935-24 \(Public Art Maintenance Fund\) 4882-5781-6809 v.1.docx](#)  
[R-510-2024](#)  
[C-368-2024](#)

- k**      **0936-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement renewal (second year) with Bateman Community Living an Elior Co. dba Trio Community Meals, LLC, for catering services for the Family Care Center, at a cost not to exceed \$181,498.80. [Div. of Family Services, Horton-Holt]

**Attachments:** [25 - Bluesheet Memo CACFP Catering Contract Renewal](#)  
[Family Care Center - Amendment #2 - 2024-10-01](#)  
[RESO 0936-24 Bateman Catering FCC 4878-0879-8694 v.1.docx](#)  
[R-490-2024](#)

- l**      **0938-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope - Lexington, Inc., to provide drug and alcohol addiction recovery services for the inmate population at the Div. of Community Corrections, at no cost to the Urban County Government. [Div. of Community Corrections, Colvin]

**Attachments:** [VOICES OF HOPE memo FY25](#)  
[VOICES OF HOPE MOU FY25](#)  
[0938-24 Voices of Hope Resolution 4863-9794-0454 v.1.docx](#)  
[R-511-2024](#)  
[284-2024 - 511-2024 - CONTRACT - 2024 - CLK - Contracts - 10-24-2024](#)

- m**      **0941-24**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Quitclaim Deeds and any other documents necessary to transfer portions of non-utilized right-of-way adjacent to the properties located at 139 Wabash Dr. and 141 Wabash Dr. to the abutting property owners. [Dept. of Environmental Quality and Public Works, Albright]

**Attachments:** [Wabash ROW Quitclaim - Bluesheet Memo](#)  
[Wabash - Memo to Law with Stakeholder Review Comments](#)  
[Wabash - Signed Materials](#)  
[Wabash - Image Highlight](#)  
[RESO 941-24 Quitclaim Deed for Non-Utilized ROW to 139 141 Wabash Driv](#)  
[R-491-2024](#)

- n        [0942-24](#)        A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Quitclaim Deed and any other documents necessary to transfer a portion of non-utilized right-of-way located adjacent to the property at 564 Asbury Lane to the abutting property owner. [Dept. of Environmental Quality and Public Works, Albright]
- Attachments:*    [Dawson Springs - Bluesheet Memo](#)  
                          [Dawson Springs - Memo to Law with Reviewer Comments](#)  
                          [Dawson Springs - Description](#)  
                          [Dawson Springs - Image Highlight](#)  
                          [RESO 942-24 Quitclaim Deed for Non-Utilized ROW to 564 Asbury Lane \(Da](#)  
                          [R-512-2024](#)  
                          [Contract #374-2024](#)
- o        [0943-24](#)        An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) position of Recreation Supervisor, Grade 514E, and creating one (1) position of Recreation Supervisor, Grade 514N, in the Div. of Social Services, abolishing three (3) positions of Recreation Specialist Senior, Grade 516E, and creating three (3) positions of Recreation Specialist Senior, Grade 516N, in the Div. of Aging and Disability Services, abolishing four (4) positions of Recreation Supervisor, Grade 514E, and creating four (4) positions of Recreation Supervisor, Grade 514N, abolishing five (5) positions of Recreation Specialist Senior, Grade 516E, and creating five (5) positions of Recreation Specialist Senior, Grade 516N, and abolishing five (5) positions of Recreation Manager, Grade 520E, and creating five (5) positions of Recreation Manager, Grade 520N, all in the Div. of Parks and Recreation, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective the first pay period following passage of Council. [Div. of Human Resources, George]
- Attachments:*    [Bluesheet Memo - 25-0014](#)  
                          [From To 25-0014](#)  
                          [ORD 0943-24 FLSA Recreation Positions 4882-3327-3062 v.1.docx](#)  
                          [O-110-2024](#)
- p        [0944-24](#)        A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Neighborhood Action Match Grant Program Contracts with the following: Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge

Homeowners Association, Inc. (\$8,000), Hamburg Park Townhomes Owners Association (\$8,000), Open Gates Neighborhood Association (\$427.33), Quail Run Townhomes Association, Inc. (\$5,000), Stonewall Equestrian Estates Association, Inc. (\$8,000), Lakeview Islands Security and Maintenance Association (\$8,000), the Village at Rabbit Run Condominium Association, Inc. (\$3,005), the Village at Tates Creek Homeowners Association, Inc. (\$8,000), the Villages of Kirkwood Homeowners Association, Inc. (\$8,000), the Villas at Andover Homeowners Association, Inc. (\$8,000), and Wellington Maintenance Association, Inc. (\$8,000), for the purpose of carrying out various neighborhood activities and improvements for FY 2025, at a cost not to exceed \$85,888.33. [Council Office, Hall]

**Attachments:** [25 - Bluesheet Memo - NAMP Award](#)

[FY25 NAMP Agreement](#)

[RESO 944-24 4855-4898-1992 v.1.docx](#)

[R-513-2024](#)

[Contract #276-2024 - Open Gates](#)

[Contract #276-2024 - Autumn Ridge](#)

[Contract #276-2024 -The Village at Rabbit Run](#)

[Contract #276-2024 -Lakeview Islands Security and Maintenance Association](#)

[Contract #276-2024 -Wellington Maintenance](#)

[Contract #276-2024 -The Village at Tates Creek Homeowners's Association](#)

[Contract #276-2024 -Villas at Andover](#)

[Contract #276-2024 - Hamburg Park Townhomes](#)

[Contract #276-2024 -Ashland Neighborhood](#)

[Contract #276-2024 -Stonewell Equestrian](#)

[Contract #276-2024-Quail Run Townhouses](#)

[Contract #276-2024 - Aintree Condominiums](#)

[Contract #276-2024 -The Villages at Kirkwood](#)

**q**      **0945-24**

A Resolution authorizing and approving the transfer of Percent for Art Funds in the amount of \$33,600 to the Lexington Senior Center, as approved by the Public Art Commission, to fund a public art project to be displayed permanently at the Lexington Senior Center. [Office of the Mayor, Lyons]

**Attachments:** [Authorization request Memo Senior Center Public Art](#)

[Lexington Senior Center Scope of Work](#)

[RESO 0945-24 \(Lexington Senior Center % for Art Fund\) 4872-6288-3302 v.1](#)

[R-514-2024](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0955-24**

**File ID:** 0955-24

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/19/2024

**File Name:** Table of Motions: Council Work Session, September 17, 2024

**Final Action:** 09/24/2024

**Title:** Table of Motions: Council Work Session, September 17, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 091724

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved				Pass

### Text of Legislative File 0955-24

Title

Table of Motions: Council Work Session, September 17, 2024

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
September 17, 2024**

Mayor Gorton called the meeting to order at 3:00 p.m. Vice Mayor Wu and Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present.

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

Motion by Ellinger II to approve the September 10, 2024 Work Session Summary. Seconded by Plomin. Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

Motion by Reynolds to approve New Business. Seconded by Gray. 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

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

Council Member Reynolds provided a summary of the July 2, 2024, Social Services & Public Safety Committee Meeting.

- XI. Council Reports

Motion by J. Brown to place on the docket for the September 26, 2024 Council Meeting an Ordinance amending Ordinance No. 134-2023, as amended by Ordinance No. 23-2024, which adopted a schedule of meetings for the Council for Calendar Year 2024, to change the October 29, 2024 Budget, Finance, and Economic Development Committee meeting to a Budget

Committee of the Whole meeting to be held on the same date at 10 am. Seconded by Wu. Motion passed without dissent.

Social Services & Public Safety Committee Referral: support of the Office of Homelessness Prevention and Intervention through the possible creation of an encampment coordinator and additional outreach workers. Referred by: Reynolds, chair, SSPS Committee.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Gray to adjourn at 3:45 p.m. Seconded by Fogle. Motion passed without dissent.



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0956-24**

**File ID:** 0956-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 281-2024

**In Control:** Urban County  
Council

**File Created:** 09/19/2024

**File Name:** NDF List 9/24/24

**Final Action:** 09/26/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with LFUCG Parks and Recreation (\$450.78); Autism Society of Ky. Bluegrass, LLC (\$2,200.00); Beaumont Residential Association, Inc. (\$1,500.00); Natalie's Sisters, Inc. (\$1,750.00); Lexington Fisher House Foundation, Inc. (\$2,200.00); Paul Laurence Dunbar Swim Team Boosters, Inc. (\$950.00); East End Family Reunion Coalition, Incorporated (\$1,000.00); Tates Creek Mansionettes, Inc. (\$2,000.00); Winburn Neighborhood Association, Inc. (\$1,250.00); Oakwood Neighborhood Association, Inc. (\$1,000.00); Brighton East Homeowners Association, Inc. (\$1,000.00); Friends of Lexington Senior Center Inc. (\$2,000.00); Sisters & Supporters Working Against Gun Violence Inc (\$1,600.00); Total Grace Church, Inc. (\$2,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** Autism Society stamped and filed in the CCO. 10/15/2024

Brighton East, Natalie's Sisters, Tates Creek Mansionettes stamped and filed in the CCO. 11/15/224. MS

Sisters and Supporters Working Against Gun Violence, Lexington Senior Center filed in the CCO 11/22/2024. MS

**Sponsors:**

**Enactment Date:** 09/26/2024

**Attachments:** NDF List 9.24.24 (1), RESO 0956-24 NDF List 9-24-2024 4857-1623-9335 v.1.docx, R-492-2024, Contract #281-2024, Contract #281-2024-Paul Lawrence Dunbar, Contract #281-2024 -Autism Society, Contract #281-2024-East End Family Reunion, Contract #281-2024-Natalies Sisters, Contract #281-2024-Lexington Fisher House, Contract #281-2024-Beaumont Residential

**Enactment Number:** R-492-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/26/2024	Approved				Pass

**Text of Legislative File 0956-24**

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with LFUCG Parks and Recreation (\$450.78); Autism Society of Ky. Bluegrass, LLC (\$2,200.00); Beaumont Residential Association, Inc. (\$1,500.00); Natalie's Sisters, Inc. (\$1,750.00); Lexington Fisher House Foundation, Inc. (\$2,200.00); Paul Laurence Dunbar Swim Team Boosters, Inc. (\$950.00); East End Family Reunion Coalition, Incorporated (\$1,000.00); Tates Creek Mansionettes, Inc. (\$2,000.00); Winburn Neighborhood Association, Inc. (\$1,250.00); Oakwood Neighborhood Association, Inc. (\$1,000.00); Brighton East Homeowners Association, Inc. (\$1,000.00); Friends of Lexington Senior Center Inc. (\$2,000.00); Sisters & Supporters Working Against Gun Violence Inc (\$1,600.00); Total Grace Church, Inc. (\$2,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

**Organization:**

LFUCG Parks and Recreation  
Curtis Mitchell  
1101-707603-7235-46720  
Lexington, KY

**Purpose:**

To assist with the cost of the stage rental for Edith J. Hayes Middle School annual back to school event "Hayes Craze"

**Amount:**

\$ 450.78

**Organization:**

Autism Society of the Bluegrass  
Todd Page  
PO Box 24212  
Lexington, KY 40524

**Purpose:**

For expenses related to the Bluegrass Autism Walk on Sunday, October 13th, 2024

**Amount:**

\$ 2,200.00

**Organization:**

Beaumont Residential Association  
Syd Egenhauser  
PO Box 910098  
Lexington, KY 40591

**Purpose:**

To offset costs for food and entertainment for their annual neighborhood event

**Amount:**

\$ 1,500.00

**Organization:**

Natalie's Sisters  
Jani Lewis  
PO Box 2074  
Lexington, KY 40588

**Purpose:**

For their annual fundraiser luncheon expenses

**Amount:**

\$ 1,750.00

**Organization:**

Lexington Fisher House Foundation Inc.  
Susan Murray  
PO Box 54481  
Lexington, KY 40555

**Purpose:**

For a sponsorship of the 9th annual Veterans' VA5K race

**Amount:**

\$ 2,200.00

**Organization:**

Paul Laurence Dunbar Swim Team Boosters Inc.  
Rebekah Boyd  
2101 Mangrove Dr.  
Lexington, KY 40513

**Purpose:**

To assist with their need to pay for practice and meet space for the Paul Laurence Dunbar Swim and Dive team

**Amount:**

\$ 950.00

**Organization:**

East End Family Reunion Coalition Inc.  
Dawin Wingate  
PO Box 12171  
Lexington, KY 40581

**Purpose:**

To assist with expenses associated with the East End Community Family Reunion

**Amount:**

\$ 1,000.00

**Organization:**

Tates Creek Mansionettes, Inc.  
PO Box 54486  
Lexington, KY 40555  
Missie Smith

**Purpose:**

For on-going improvements to the community clubhouse

**Amount:**

\$ 2,000.00

**Organization:**

Winburn Neighborhood Association Inc.  
1761 Costigan Dr.  
Lexington, KY 40511  
Velma Johnson

**Purpose:**

To be used towards expenses related to the Winburn community Christmas event that will include supporting families and students from Winburn Middle School

**Amount:**

\$ 1,250.00

**Organization:**

Oakwood Neighborhood Association Inc.  
1131 Redwood Dr.  
Lexington, KY 40511  
Glenda Granville

**Purpose:**

To be used towards expenses related to the community holiday party including food, games, and gifts

**Amount:**

\$ 1,000.00

**Organization:**

Brighton East Homeowners Association Inc.  
PO Box 54486  
Lexington, KY 40555  
Laura Newsome

**Purpose:**

For irrigation repair and replacing landscape

**Amount:**

\$ 1,000.00

**Organization:**

Friends of the Lexington Senior Center  
195 Life Lane  
Lexington, KY 40502  
Amber Lakin

**Purpose:**

To support the Great Friends Gala that is showcasing talents of the participants at the Lexington Senior Center

**Amount:**

\$ 2,000.00

**Organization:**

Sisters and Supporters Working Against Gun Violence  
PO Box 11204  
Lexington, KY 40574  
Tonya Lindsey

**Purpose:**

For costs associated with a city-wide Community Family Day honoring victims of homicide for national Remembrance of Homicide Victims day

**Amount:**

\$ 1,600.00

**Organization:**

Total Grace Church  
1313 N. Limestone St.  
Lexington, KY 40511  
Michael Robinson

**Purpose:**

To be used towards food and games for the community wide Trunk-or-Treat at Castlewood Park and the purchase of turkeys and food for community holiday meals for families in need

**Amount:**

\$ 2,000.00

**Neighborhood Development Funds  
September 24, 2024  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 450.78</b>	LFUCG Parks and Recreation Curtis Mitchell 1101-707603-7235-46720 Lexington, KY	To assist with the cost of the stage rental for Edith J. Hayes Middle School annual back to school event "Hayes Craze"
<b>\$ 2,200.00</b>	Autism Society of the Bluegrass Todd Page PO Box 24212 Lexington, KY 40524	For expenses related to the Bluegrass Autism Walk on Sunday, October 13th, 2024
<b>\$ 1,500.00</b>	Beaumont Residential Association Syd Egenhauser PO Box 910098 Lexington, KY 40591	To offset costs for food and entertainment for their annual neighborhood event
<b>\$ 1,750.00</b>	Natalie's Sisters Jani Lewis PO Box 2074 Lexington, KY 40588	For their annual fundraiser luncheon expenses
<b>\$ 2,200.00</b>	Lexington Fisher House Foundation Inc. Susan Murray PO Box 54481 Lexington, KY 40555	For a sponsorship of the 9th annual Veterans' VA5K race
<b>\$ 950.00</b>	Paul Laurence Dunbar Swim Team Boosters Inc. Rebekah Boyd 2101 Mangrove Dr. Lexington, KY 40513	To assist with their need to pay for practice and meet space for the Paul Laurence Dunbar Swim and Dive team
<b>\$ 1,000.00</b>	East End Family Reunion Coalition Inc. Dawin Wingate PO Box 12171 Lexington, KY 40581	To assist with expenses associated with the East End Community Family Reunion
<b>\$ 2,000.00</b>	Tates Creek Mansionettes, Inc. PO Box 54486 Lexington, KY 40555 Missie Smith	For on-going improvements to the community clubhouse
<b>\$ 1,250.00</b>	Winburn Neighborhood Association Inc. 1761 Costigan Dr. Lexington, KY 40511 Velma Johnson	To be used towards expenses related to the Winburn community Christmas event that will include supporting families and students from Winburn Middle School
<b>\$ 1,000.00</b>	Oakwood Neighborhood Association Inc. 1131 Redwood Dr. Lexington, KY 40511	To be used towards expenses related to the community holiday party including food, games, and gifts

**Neighborhood Development Funds  
September 24, 2024  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 1,000.00</b>	Brighton East Homeowners Association Inc. Laura Newsome PO Box 54486 Lexington, KY 40555	For irrigation repair and replacing landscape
<b>\$ 2,000.00</b>	Friends of the Lexington Senior Center Amber Lakin 195 Life Lane Lexington, KY 40502	To support the Great Friends Gala that is showcasing talents of the participants at the Lexington Senior Center
<b>\$ 1,600.00</b>	Sisters and Supporters Working Against Gun Violence Tonya Lindsey PO Box 11204 Lexington, KY 40574	For costs associated with a city-wide Community Family Day honoring victims of homicide for national Remembrance of Homicide Victims day
<b>\$ 2,000.00</b>	Total Grace Church Michael Robinson 1313 N. Limestone St. Lexington, KY 40511	To be used towards food and games for the community wide Trunk-or-Treat at Castlewood Park and the purchase of turkeys and food for community holiday meals for families in need

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH LFUCG PARKS AND RECREATION (\$450.78); AUTISM SOCIETY OF KENTUCKY BLUEGRASS, LLC (\$2,200.00); BEAUMONT RESIDENTIAL ASSOCIATION, INC. (\$1,500.00); NATALIE'S SISTERS, INC. (\$1,750.00); LEXINGTON FISHER HOUSE FOUNDATION, INC. (\$2,200.00); PAUL LAURENCE DUNBAR SWIM TEAM BOOSTERS, INC. (\$950.00); EAST END FAMILY REUNION COALITION, INCORPORATED (\$1,000.00); TATES CREEK MANSIONETTES, INC. (\$2,000.00); WINBURN NEIGHBORHOOD ASSOCIATION, INC. (\$1,250.00); OAKWOOD NEIGHBORHOOD ASSOCIATION, INC. (\$1,000); BRIGHTON EAST HOMEOWNERS ASSOCIATION, INC. (\$1,000.00); FRIENDS OF LEXINGTON SENIOR CENTER INC. (\$2,000.00); SISTERS & SUPPORTERS WORKING AGAINST GUN VIOLENCE INC (\$1,600.00); TOTAL GRACE CHURCH, INC. (\$2,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with LFUCG Parks and Recreation, Autism Society Of Kentucky Bluegrass, LLC, Beaumont Residential Association, Inc., Natalie's Sisters, Inc., Lexington Fisher House Foundation, Inc., Paul Laurence Dunbar Swim Team Boosters, Inc., East End Family Reunion Coalition, Incorporated, Tates Creek Mansionettes, Inc., Winburn Neighborhood Association, Inc., Oakwood Neighborhood Association, Inc., Brighton East Homeowners Association, Inc., Friends of Lexington Senior Center Inc., Sisters & Supporters Working Against Gun Violence Inc, Total Grace Church, Inc., 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 LFUCG Parks and Recreation (\$450.78); Autism Society Of Kentucky Bluegrass, LLC (\$2,200.00); Beaumont Residential Association, Inc. (\$1,500.00); Natalie's Sisters, Inc. (\$1,750.00); Lexington Fisher House Foundation, Inc. (\$2,200.00); Paul Laurence Dunbar Swim Team Boosters, Inc. (\$950.00); East End Family Reunion Coalition, Incorporated (\$1,000.00); Tates Creek Mansionettes, Inc. (\$2,000.00); Winburn Neighborhood Association, Inc. (\$1,250.00); Oakwood Neighborhood Association, Inc. (\$1,000); Brighton East Homeowners Association, Inc.

(\$1,000.00); Friends of Lexington Senior Center Inc. (\$2,000.00); Sisters & Supporters Working Against Gun Violence Inc (\$1,600.00); Total Grace Church, Inc. (\$2,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0956-24:GET:4857-1623-9335, v. 1

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH LFUCG PARKS AND RECREATION (\$450.78); AUTISM SOCIETY OF KENTUCKY BLUEGRASS, LLC (\$2,200.00); BEAUMONT RESIDENTIAL ASSOCIATION, INC. (\$1,500.00); NATALIE'S SISTERS, INC. (\$1,750.00); LEXINGTON FISHER HOUSE FOUNDATION, INC. (\$2,200.00); PAUL LAURENCE DUNBAR SWIM TEAM BOOSTERS, INC. (\$950.00); EAST END FAMILY REUNION COALITION, INCORPORATED (\$1,000.00); TATES CREEK MANSIONETTES, INC. (\$2,000.00); WINBURN NEIGHBORHOOD ASSOCIATION, INC. (\$1,250.00); OAKWOOD NEIGHBORHOOD ASSOCIATION, INC. (\$1,000); BRIGHTON EAST HOMEOWNERS ASSOCIATION, INC. (\$1,000.00); FRIENDS OF LEXINGTON SENIOR CENTER INC. (\$2,000.00); SISTERS & SUPPORTERS WORKING AGAINST GUN VIOLENCE INC (\$1,600.00); TOTAL GRACE CHURCH, INC. (\$2,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with LFUCG Parks and Recreation, Autism Society Of Kentucky Bluegrass, LLC, Beaumont Residential Association, Inc., Natalie's Sisters, Inc., Lexington Fisher House Foundation, Inc., Paul Laurence Dunbar Swim Team Boosters, Inc., East End Family Reunion Coalition, Incorporated, Tates Creek Mansionettes, Inc., Winburn Neighborhood Association, Inc., Oakwood Neighborhood Association, Inc., Brighton East Homeowners Association, Inc., Friends of Lexington Senior Center Inc., Sisters & Supporters Working Against Gun Violence Inc, Total Grace Church, Inc., 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 LFUCG Parks and Recreation (\$450.78); Autism Society Of Kentucky Bluegrass, LLC (\$2,200.00); Beaumont Residential Association, Inc. (\$1,500.00); Natalie's Sisters, Inc. (\$1,750.00); Lexington Fisher House Foundation, Inc. (\$2,200.00); Paul Laurence Dunbar Swim Team Boosters, Inc. (\$950.00); East End Family Reunion Coalition, Incorporated (\$1,000.00); Tates Creek Mansionettes, Inc. (\$2,000.00); Winburn Neighborhood Association, Inc. (\$1,250.00); Oakwood Neighborhood Association, Inc. (\$1,000); Brighton East Homeowners Association, Inc.

(\$1,000.00); Friends of Lexington Senior Center Inc. (\$2,000.00); Sisters & Supporters Working Against Gun Violence Inc (\$1,600.00); Total Grace Church, Inc. (\$2,000.00), from account #1 101-121002-71214, 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: September 26, 2024

Rinda Boston  
MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0956-24;GET:4857-1623-9335, v. 1

## AGREEMENT

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of October, 2024 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 Winburn Neighborhood Association Inc. (Hereinafter "Organization"), of 1761 Costigan Dr., Lexington, KY 40511, 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 \$1250 ( ) for the following lawful public purpose:

*[To be used towards expenses related to the Winburn community Christmas event that will include supporting families and students from Winburn Middle School]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before November 2<sup>nd</sup>, 2024. 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 Fogle'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: *V J J*  
(Velma Johnson)  
(Winburn Neighborhood Association Inc.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of October, 2024 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 Paul Laurence Dunbar Swim Team Boosters Inc. (Hereinafter "Organization"), of 2101 Mangrove Dr., Lexington, KY 40513, 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 \$950 (Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

*[To assist with their need to pay for practice and meet space for the Paul Laurence Dunbar Swim and Dive team]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before November 2<sup>nd</sup>, 2024. 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.**

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: *Rebekah Boyd*  
(Rebekah Boyd)  
(Paul Laurence Dunbar Swim Team Boosters Inc.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of October, 2024 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 Autism Society of the Bluegrass (Hereinafter "Organization"), of PO Box 24212, Lexington, KY 40524, 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 \$2200 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

*[For expenses related to the Bluegrass Autism Walk on Sunday, October 13th, 2024]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before November 2<sup>nd</sup>, 2024. 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: *Todd Page*  
(Todd Page)  
(Autism Society of the Bluegrass)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of October, 2024 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 East End Family Reunion Coalition Inc. (Hereinafter "Organization"), of PO Box 12171, Lexington, KY 40581, 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 \$1000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

*[To assist with expenses associated with the East End Community Family Reunion]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before November 2<sup>nd</sup>, 2024. 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: *Dawin Wingate*  
(Dawin Wingate)  
(East End Family Reunion Coalition Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of October, 2024 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 Natalie's Sisters (Hereinafter "Organization"), of PO Box 2074, Lexington, KY 40588, 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 \$1750 ( ) for the following lawful public purpose:

*[For their annual fundraiser luncheon expenses]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before November 2<sup>nd</sup>, 2024. 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: *Jani Lewis*  
(Jani Lewis)  
(Natalie's Sisters)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of October, 2024 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 Fisher House Foundation Inc. (Hereinafter "Organization"), of PO Box 54481, Lexington, KY 40555, 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 \$2200 (One Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

*[For a sponsorship of the 9th annual Veterans' VA5K race]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before November 2<sup>nd</sup>, 2024. 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 Sheehan'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: *Susan Murray*  
(Susan Murray)  
(Lexington Fisher House Foundation Inc.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 3<sup>rd</sup> day of October, 2024 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 Beaumont Residential Association (Hereinafter "Organization"), of PO Box 910098, Lexington, KY 40591, 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 \$1500 (One Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

*[To offset costs for food and entertainment for their annual neighborhood event]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before November 2<sup>nd</sup>, 2024. 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: *Syd Egenhauser*  
(Syd Egenhauser)  
(Beaumont Residential Association)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0957-24**

**File ID:** 0957-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/19/2024

**File Name:** Council Capital List 9/24/24

**Final Action:** 09/26/2024

**Title:** A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$5,000 for Capital Improvements at Brucetown Park, the Div. of Streets and Roads in the amount of \$29,800,for fence painting on Clays Mill Rd. from Man O War Boulevard to Twain Ridge, RadioLex in the amount of \$45,000 for Capital Improvements to RadioLex’s broadcast equipment and to upgrade from analog to digital equipment, the LFUCG Corridors Commission in the amount of \$1,500 for the Bluesman Art Sculpture installation on an 11th District Corridor, the Dept. of Social Services in the amount of \$3,975 for the purchase of gym mats and accessories for installation for the gymnasium at Charles Young Center, and the Div. of Streets and Roads in the amount of \$11,000 for construction of a vinyl plank fence between the Service Rd. and Wilson Downing Rd. to enhance traffic safety in a school zone. [Council Office, Hall]

**Notes:**

**Sponsors:**

**Enactment Date:** 09/26/2024

**Attachments:** Capital List 9.24.24, Reso 0957-24 Council Capital 9-24-2024 4858-2332-5927 v.1.docx, R-488-2024

**Enactment Number:** R-488-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Amended				Pass
1	Urban County Council Work Session	09/24/2024	Amended				Pass
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass

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1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	09/26/2024	
1	Urban County Council	09/26/2024	Suspended Rules for Second Reading			Pass
1	Urban County Council	09/26/2024	Approved			Pass

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**Text of Legislative File 0957-24**

Title

A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$5,000 for Capital Improvements at Brucetown Park, the Div. of Streets and Roads in the amount of \$29,800, for fence painting on Clays Mill Rd. from Man O War Boulevard to Twain Ridge, RadioLex in the amount of \$45,000 for Capital Improvements to RadioLex's broadcast equipment and to upgrade from analog to digital equipment, the LFUCG Corridors Commission in the amount of \$1,500 for the Bluesman Art Sculpture installation on an 11th District Corridor, the Dept. of Social Services in the amount of \$3,975 for the purchase of gym mats and accessories for installation for the gymnasium at Charles Young Center, and the Div. of Streets and Roads in the amount of \$11,000 for construction of a vinyl plank fence between the Service Rd. and Wilson Downing Rd. to enhance traffic safety in a school zone. [Council Office, Hall]

Summary

**Organization:**

LFUCG - Parks and Recreation  
Michelle Kosieniak  
1105-707602-7221-91015

**Purpose:**

For capital improvements at Brucetown Park

**Amount:**

\$ 5,000.00

**Organization:**

LFUCG - Streets and Roads  
Mike Thomas  
1105-303301-0001-76101

**Purpose:**

For fence painting on Clays Mill Road from Man O War Boulevard to Twain Ridge

**Amount:**

\$ 29,800.00

**Organization:**

RadioLex  
Mark Royse  
101 W Loudon Ave Ste 180, Lexington, KY 40508

**Purpose:**

For capital improvements to RadioLex's bRd.cast equipment and to upgrade from analog to digital equipment

**Amount:**

\$ 45,000.00

**Organization:**

LFUCG - Corridors Commission

Hilary Angelucci

1105-313201-1602-71299

**Purpose:**

For the Bluesman art sculpture installation on an 11th District corridor

**Amount:**

\$ 1,500.00

**Council Capital Projects  
September 24, 2024  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 5,000.00</b>	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91015	For capital improvements at Brucetown Park
<b>\$ 29,800.00</b>	LFUCG - Streets and Roads Mike Thomas 1105-303301-0001-76101	For fence painting on Clays Mill Road from Man O War Boulevard to Twain Ridge
<b>\$ 45,000.00</b>	RadioLex Mark Royse 101 W Loudon Ave Ste 180, Lexington, KY 40508	For capital improvements to RadioLex's broadcast equipment and to upgrade from analog to digital equipment
<b>\$ 1,500.00</b>	LFUCG - Corridors Commission Hilary Angelucci 1105-313201-1602-71299	For the Bluesman art sculpture installation on an 11th District corridor

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$5,000.00 FOR CAPITAL IMPROVEMENTS AT BRUCETOWN PARK, THE DIVISION OF STREETS AND ROADS IN THE AMOUNT OF \$29,800.00, FOR FENCE PAINTING ON CLAYS MILL ROAD FROM MAN O WAR BOULEVARD TO TWAIN RIDGE, RADIOLEX IN THE AMOUNT OF \$45,000.00 FOR CAPITAL IMPROVEMENTS TO RADIOLEX'S BROADCAST EQUIPMENT AND TO UPGRADE FROM ANALOG TO DIGITAL EQUIPMENT, THE LFUCG CORRIDORS COMMISSION IN THE AMOUNT OF \$1,500.00 FOR THE BLUESMAN ART SCULPTURE INSTALLATION ON AN 11TH DISTRICT CORRIDOR, THE DEPARTMENT OF SOCIAL SERVICES IN THE AMOUNT OF \$3,975.00 FOR THE PURCHASE OF GYM MATS AND ACCESSORIES FOR INSTALLATION FOR THE GYMNASIUM AT CHARLES YOUNG CENTER, AND THE DIVISION OF STREETS AND ROADS IN THE AMOUNT OF \$11,000.00 FOR CONSTRUCTION OF A VINYL PLANK FENCE BETWEEN THE SERVICE ROAD AND WILSON DOWNING ROAD TO ENHANCE TRAFFIC SAFETY IN A SCHOOL ZONE.

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

Section 1 – That the transfer of funds in the amount of \$5,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91015), for capital improvements at Brucetown Park; \$29,800.00 from the Council Capital Project fund to the Division of Streets and Roads (1105-303301-76101) for fence painting on Clays Mill Road from Man O War Boulevard to Twain Ridge; \$45,000.00 from the Council Capital Project fund to RadioLex for capital improvements to RadioLex's broadcast equipment and to upgrade from analog to digital equipment; \$1,500.00 from the Council Capital Project fund to the LFUCG Corridors Commission (1105-313201-71299) for the Bluesman art sculpture installation on an 11th District corridor; \$3,975.00 from the Council Capital Project fund to the Department of Social Services (1105-121002-91715) for the purchase of gym mats and accessories for installation for the gymnasium at Charles Young Center; and \$11,000.00 from the Council Capital Project fund to the Division of Streets and Roads (1105-303301-71299) for construction of a vinyl plank fence between the service road and Wilson Downing Road to enhance traffic safety in the school zone.

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

0957-24:GET:4858-2332-5927, v. 1

RESOLUTION NO. 4881.L - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$5,000.00 FOR CAPITAL IMPROVEMENTS AT BRUCETOWN PARK, THE DIVISION OF STREETS AND ROADS IN THE AMOUNT OF \$29,800.00, FOR FENCE PAINTING ON CLAYS MILL ROAD FROM MAN O WAR BOULEVARD TO TWAIN RIDGE, RADIOLEX IN THE AMOUNT OF \$45,000.00 FOR CAPITAL IMPROVEMENTS TO RADIOLEX'S BROADCAST EQUIPMENT AND TO UPGRADE FROM ANALOG TO DIGITAL EQUIPMENT, THE LFUCG CORRIDORS COMMISSION IN THE AMOUNT OF \$1,500.00 FOR THE BLUESMAN ART SCULPTURE INSTALLATION ON AN 11TH DISTRICT CORRIDOR, THE DEPARTMENT OF SOCIAL SERVICES IN THE AMOUNT OF \$3,975.00 FOR THE PURCHASE OF GYM MATS AND ACCESSORIES FOR INSTALLATION FOR THE GYMNASIUM AT CHARLES YOUNG CENTER, AND THE DIVISION OF STREETS AND ROADS IN THE AMOUNT OF \$11,000.00 FOR CONSTRUCTION OF A VINYL PLANK FENCE BETWEEN THE SERVICE ROAD AND WILSON DOWNING ROAD TO ENHANCE TRAFFIC SAFETY IN A SCHOOL ZONE.

---

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

Section 1 – That the transfer of funds in the amount of \$5,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91015), for capital improvements at Brucetown Park; \$29,800.00 from the Council Capital Project fund to the Division of Streets and Roads (1105-303301-76101) for fence painting on Clays Mill Road from Man O War Boulevard to Twain Ridge; \$45,000.00 from the Council Capital Project fund to RadioLex for capital improvements to RadioLex's broadcast equipment and to upgrade from analog to digital equipment; \$1,500.00 from the Council Capital Project fund to the LFUCG Corridors Commission (1105-313201-71299) for the Bluesman art sculpture installation on an 11th District corridor; \$3,975.00 from the Council Capital Project fund to the Department of Social Services (1105-121002-91715) for the purchase of gym mats and accessories for installation for the gymnasium at Charles Young Center; and \$11,000.00 from the Council Capital Project fund to the Division of Streets and Roads (1105-303301-71299) for construction of a vinyl plank fence between the service road and Wilson Downing Road to enhance traffic safety in the school zone.

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

PASSED URBAN COUNTY COUNCIL: September 26, 2024

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

0957-24:GET:4858-2332-5927, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0959-24**

**File ID:** 0959-24

**Type:** Summary

**Status:** Received and Filed

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/19/2024

**File Name:** Summary: Budget, Finance, & Economic Development Committee, August 27, 2024

**Final Action:** 09/24/2024

**Title:** Summary: Budget, Finance, & Economic Development Committee, August 27, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 8-27-24 Meeting Summary

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Received and Filed				

### Text of Legislative File 0959-24

Title

Summary: Budget, Finance, & Economic Development Committee, August 27, 2024



## Budget, Finance & Economic Development Committee

August 27, 2024

### Summary and Motions

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Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Preston Worley, Fred Brown, Whitney Baxter, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, Brenda Monarrez, Denise Gray, Dave Sevigny were also present as non-voting members.

#### **I. Approval of June 25, 2024 Committee Summary**

A motion by Baxter to approve the June 25, 2024 Committee Summary, seconded by LeGris, the motion passed without dissent.

#### **II. Monthly Financial Update – July 2024**

Commissioner Hensley reported on the July 2024 financials. Revenue collections are running within \$24k to budget through period 1. Public Safety personnel accounts are currently under budget, but use of these funds, like overtime, typically increase in the fall and winter. Large contributors to the \$2.6M operating variance include supply and equipment accounts in Police and repair and maintenance accounts in E911. These accounts are anticipated to be spent down throughout the year.

No action was taken on this item.

#### **III. Change Orders Update**

Director Todd Slatin presented on the Change Orders update. Resolution 630-2020 allowed for the approval of minor change orders by administrative staff as opposed to Council. The Resolution became effective in December 2020 and is reflected in CAO Policy 15. Benefits include reduced project timelines, no legislative action required, and no timing issues with the Council schedule. There have been 45 change orders to date. The average project allocation is \$2.1M with an average change order amount of \$41k. The highest percent change was 9% and the lowest was -34%. Moving forward the Change Orders item will be reported once a year to the Committee for information only.

No action was taken on this item.

#### **IV. RH Williams Cultural Center**

Tora Carter from the RH Williams Cultural Center presented on this issue. Carter explained the history and significance of the building and their goal to renovate the facility. The facility was built in 1892 and first served as the Colored Orphan Industrial Home that cared for unhoused African-American children. The home was in operation for almost a hundred years. Since 1988 the center has provided programming to the community. Center programming includes: Homecoming, Lex Read and Play Library, facility and ground rentals, Sunday Stroll Through History and Tours, and Brick-by-Brick Capital Fundraising Campaign.

The mission of the RH Williams Cultural Center is dedicated to promoting cultural awareness, diversity, and inclusion within the community and to provide a welcoming space where individuals from all backgrounds can come together to learn, share, and celebrate cultural traditions. The Center strives to foster an environment where individuals from all backgrounds feel valued and empowered to share their unique perspectives.

The building is over 100 years old and has 16,000 square feet and is on 3 acres of land. The building has some critical needs such as: roofing, central HVAC, and guttering. The center is asking to renew their partnership with LFUCG, for assistance to address critical needs, and funding to redevelop a feasibility study. The study will help determine how much and how to renovate the building. The feasibility study is estimated to cost around \$300k. No action was taken on this item.

## **V. Undue Medical Debt**

Eva Stahl presented on behalf of Undue Medical Debt. Undue is a 501c3 nonprofit that was founded 10 years ago with the goal to acquire and abolish medical debt for people burdened by financial hardship. To date, Undue has acquired and abolished \$12B in medical debt for 7.1M individuals. Undue never collects on medical debt and is funded by donors.

Medical debt is a problem because households have little savings to buffer the shocks of medical bills and it is more prevalent in communities of color, a contributor to poor physical and mental health, harmful to credit scores, the leading cause of bankruptcy in the U.S., and is recognized as a social detriment to health. The economic impacts of health care debt cause people to prioritize debt over basic needs and is a significant issue for people of color in Kentucky.

Undue considers the following debt abolishment criteria when purchasing medical debt: low-income, medical debt burden, and residency requirement. Every dollar that is appropriated to Undue purchases about \$100 of medical debt. Undue contracts with government agencies, recruits hospitals and providers, requests data files and identifies patients who meet program eligibility, acquire medical debt, notifies recipients that debts have been acquired and cancelled as a gift, invoices program costs, and supports policy opportunities to achieve systemic change. Undue sees this program as a win-win-win situation between patient benefits, community benefits, and hospital benefits.

**VI. Items Referred to Committee**

A motion by Reynolds to remove Agriculture Director Update from committee, seconded by Ellinger, the motion passed without dissent.

**VII. Adjournment**

A motion by Baxter to adjourn at 2:16pm, seconded by LeGris, the motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0927-23**

**File ID:** 0927-23

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council Work  
Session

**File Created:** 09/07/2023

**File Name:** Page Break

**Final Action:**

<b>Title:</b>
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**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

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



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0879-24**

**File ID:** 0879-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 282-2024

**In Control:** Urban County Council

**File Created:** 08/29/2024

**File Name:** KDE Preschool Contractor Application 2024-2025

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute and submit an application to the Ky. Dept. of Education, for provision of Preschool Education Services at the Family Care Center for the 2024-2025 school year. [Div. of Family Services, Horton-Holt]

**Notes:** In office 9/12/2024. MS

Signed and filed in the CCO. Returned to Theresa Maynard 10/15/2024 via IOM. MS

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** 0879-24 Bluesheet Memo KDE Preschool Application, KDE Preschool Application 24-25 8.30.24, RESO 0879-24 KDE Preschool Contractor App '24-'25 4886-2885-0918 v.1.docx, R-502-2024, Contract #282-2024

**Enactment Number:** R-502-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard

**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	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0879-24

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute and submit an application to the Ky. Dept. of Education, for provision of Preschool Education Services at the Family Care Center for the 2024-2025 school year. [Div. of Family Services, Horton-Holt]

**Summary**

Authorization to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center to provide Preschool Education Services for the 2024-2025 school year. No Budgetary impact. (L0879-24) (Horton-Holt/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: Tiffany Holskey 8/29/24

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact:

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:



**TO:** Mayor Linda Gorton  
Honorable Members, Urban County Council

**FROM:**   
Kacy Allen-Bryant, Commissioner of Social Services

**DATE:** September 3, 2024

**SUBJECT:** Preschool Education Services Application  
Kentucky Department of Education (KDE)

---

**Request:**

Request Council Authorization for the Mayor to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center.

**Purpose:**

This application allows the Family Care Center to provide Preschool Education Services for the 2024-2025 school year. These services under Kentucky Administrative Regulations (KAR) include the Preschool Education Program, KY All STARS 5 STAR Tiered Quality Rating and Improvement Status, parent outreach, related services by licensed professionals for children with disabilities, transportation, and food services.

**Budgetary Implication:**

There are no budgetary implications with this application.

**Are the funds budgeted?**

There is no cost associated with this application.

**File Number:** 0879-24

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



**Kentucky Department of Education  
State Funded Preschool  
Contractor Application  
2024-2025**



# **KENTUCKY PRESCHOOL PROGRAM APPLICATION AND GUIDE FOR CONTRACTING 2024-25 SCHOOL YEAR**

## **Introduction**

Kentucky is committed to providing a comprehensive educational program for preschool children who are either at risk of educational failure or who have identified disabilities, as outlined in the Kentucky Education Reform Act of 1990. Each local school district is required to make services available to eligible children directly, or by contract or cooperative agreement with another public or private organization. Agencies and programs wishing to contract with local school districts to provide preschool placements must submit an annual application to the Kentucky Department of Education.

## **Purpose of Document**

The purpose of this document is to provide information needed for contractual or cooperative arrangements between local school districts and other agencies and programs. This information is designed to:

- facilitate contracting where existing programs are available to serve:
  - four-year-old children who are at risk of educational failure
  - three and four-year-old children with identified disabilities
- define the process requirements for agencies that wish to provide placements for eligible children by contract or cooperative agreement with local schools

The document is designed to be used by:

- local school districts
- Head Start
- private profit and non-profit preschools
- other agencies wishing to contract with school districts in Kentucky in order to provide educational placements for preschool children

## **Additional Resources**

Further information on local interagency agreements, contracting and the approval of preschool programs for contract purposes may be obtained from:

Kentucky Department of Education  
School Readiness Branch  
300 Sower Blvd.  
Frankfort, Kentucky 40601  
(502) 564-4970  
schoolreadinessbranch@education.ky.gov

# THE PRESCHOOL CONTRACTING APPROVAL PROCESS

## Background

Under [KRS 157.3175](#) school districts are required to make preschool programs available for eligible children. Based on a planning process involving other agencies, the district determines whether to serve eligible children in a program operated by the district or through a contract or cooperative agreement with another program(s).

In order to provide services through a non-public school program, the local district must ensure that any and all contracted services meet the same standards as would apply if the services were provided directly by a school district. In addition, the Kentucky Department of Education has responsibility for monitoring the use of state and federal education dollars, including funds used by districts to provide preschool services by contract. The preschool contracting approval process is designed to assure these conditions are met.

The preschool contracting approval process has two components:

- authorization of a preschool agency as a contractor
- oversight of preschool contracts

## Authorization of a Preschool Contractor

There are two criteria for authorization of a non-public school agency to enter into a contract with a school district to provide preschool facilities or services, legal status and general operations.

### *Legal Status*

Legal status describes the program's legal standing to receive public preschool dollars from the local school district and is confirmed through an application process to the Kentucky Department of Education. In the application, the program provides a signed assurance that it is incorporated separately from any religious institution and maintains a non-sectarian board of directors. Other assurances address financial and program record-keeping, non-discriminatory practices and other public education requirements. The application form is found in Appendix A of this document.

### *General Operations*

Minimum standards for general operations are documented through current child care licensure by the Cabinet for Health and Family Services. Under [922 KAR 2:120](#), licensed child care providers meet staff, facility, health, safety, program and other requirements of programs which care for young children while the parent is not present. In the review of the program's application as a preschool contractor, the program's childcare licensure is verified, as well as the program's participation in the Tiered Quality Rating and Improvement System (TQRIS) known as Kentucky All STARS. Currently, contracting sites must have three (3) stars to be approved for contracting.

A valid childcare license is considered the *minimum* standard for entering into a preschool education contract. *Childcare licensure alone does not assure that preschool education standards are met.* Rather than require interested contractors to operate their total program according to preschool education standards, (staff, ratios, curriculum, etc.), the current approval process allows local school districts to work with interested contractors to assure that at least the contracted services meet preschool education standards. This requirement is discussed under "Oversight of Preschool Education Contracts." The authorization to contract does not accredit or recognize an agency as being a school.

## **Oversight of Preschool Education Contracts**

A school district may not disburse funds for a contract until the agency has received approval through the Kentucky Department of Education. Once an agency is authorized to contract through the Kentucky Department of Education and a school district is interested in contracting, the two parties develop a proposed contract. In the proposed contract, the district must assure the contracted services meet preschool education standards. These standards are defined in the next section, "Requirements for Preschool Education Services."

The contents of each contract will vary, depending on the services contracted. The contract should assure or document that all services provided by the non-public school program meet state and federal education requirements. A sample contract is found in Appendix C of this document.

It is the responsibility of the school district to monitor the services provided by the contracted program to assure that regulations are met and that services are provided in accordance with the contract. **Any violation of the terms of the contract or of state regulations is a cause to terminate the contract.**

## **Requirements for Preschool Education Services**

The following requirements can be found in Kentucky Administrative Regulations of the Kentucky Board of Education. A copy can be obtained from the local school district or the Kentucky Department of Education, School Readiness Branch.

Operation of the preschool education program ([704 KAR 3:410](#) and [707 KAR 1:002 -707 KAR 1:380](#))

- IECE (birth to primary) certified or holds a letter of exemption (APP) from the Education Professional Standards Board (EPSB) given between 1998 and 2002
- correct ratios of teachers to children and annual professional development
- hours of operation and school calendar
- curriculum, activities and materials
- program requirements for children with disabilities

### KY ALL STARS

- participation with at least a three (3) star rating

Parent Outreach ([704 KAR 3:410](#))

- home visits
- parent education activities developed with the parent
- parent-teacher conferences and other parent outreach activities

Coordination of Health/Social Services ([704 KAR 3:410](#))

- screening
- follow-up
- assistance to parents

Related Services by Licensed Professionals for Children with Disabilities ([707 KAR 1:320](#))

- speech, occupational and physical therapies (professional licensure)

Facilities

- Department policy allows child care licensure to substitute for school regulations relating to buildings and grounds ([922 KAR 2:120](#))

Transportation ([702 KAR 5:030](#) and [KRS 157.280](#))

- vehicles, driver training and monitors

Food Services ([702 KAR 6:090](#))

- Department policy allows [Child and Adult Food Care Program](#) to substitute for school regulations relating to food services

## **APPLICATION REVIEW PROCEDURE**

- The proposed contractor agency submits an application to the School Readiness Branch, Kentucky Department of Education.
- The School Readiness Branch checks the applicant's licensure in the directory of licensed childcare facilities, which is updated on a regular basis by the Cabinet for Health and Family Services, and which notes official corrective action, if applicable.
- The School Readiness Branch verifies participation in the TQRIS with at least a three (3) star rating.
- The School Readiness Branch reviews the agency identification page and the program description for completion of requested information.
- The School Readiness Branch reviews the assurance page for appropriate signatures.

## **APPROVAL AS POSSIBLE CONTRACTOR**

- If licensure is current, signatures present and all information complete, the School Readiness Branch approves the agency as a possible contractor.
- The School Readiness Branch sends the applicant an approval letter and adds the agency to the current list of early childhood agencies authorized to contract with districts.
- The School Readiness Branch disseminates the updated listing to preschool program administrators, as well as posting the list on the Kentucky Department of Education website.

## **NON-APPROVAL AS CONTRACTOR**

- If the application cannot be approved due to regulatory deficiencies (i.e., current licensure, signed assurances, program information), the School Readiness Branch contacts the applicant to review the deficiencies. The applicant may submit necessary items to obtain approval within 30 calendar days.
- If the requested information is not submitted within 30 days or does not meet criteria, the School Readiness Branch notifies the agency in writing that it is not approved as a contractor.
- A school district will be notified that the agency is not approved as a contractor if the district requests to contract with the agency.

## REVOKING APPROVAL AS CONTRACTOR

Approval as a contractor may be revoked for the following reasons:

- The School Readiness Branch receives written notification that the Cabinet for Health and Family Services revoked the license of a child care program.
- The School Readiness Branch receives notification that the center has not achieved or renewed their KY All STARS status with at least three (3) stars.

If approval is revoked, the School Readiness Branch notifies the agency that it can no longer contract with school districts for preschool education services and the agency is removed from the approved contractor list. District contracting with the agency will be notified that the agency is no longer authorized as a contractor and the contract should be terminated immediately.

## STEPS IN CONTRACTING

The following sequence of events describes the process for serving preschool children in other agencies and programs:

**STEP 1:**     *The district and an agency or program identify the need for and willingness to work together to serve eligible children.*

- The recommended time to begin planning for contracting is prior to the start of school, Planning also may begin as the need arises.
- For children with disabilities, there is a direct link to the Admissions and Release Committee (ARC) process. The local school district's ARC is responsible for determining, on an individual basis, when services need to be provided through other agencies. See Appendix B for additional details regarding children with disabilities.

**STEP 2:**     *The agency prepares and submits an application for approval to enter into contracts with local school districts to provide preschool education services.*

- A copy of the agency application is found in Appendix A of this document.
- The application should be sent electronically to the Kentucky Department of Education, School Readiness Branch, schoolreadinessbranch@education.ky.gov.
- Upon receipt of the agency's application, the Kentucky Department of Education reviews the information and approves or denies the application.
- A copy of the program's application should also be sent by the agency or program to each district with whom the agency intends to contract.
- The application is updated with the Kentucky Department of Education annually by the agency.
- The approval process may include on-site review of the agency's preschool program by the local school district.

- Upon approval, the agency is authorized to enter into a school contract; approval does not accredit the program or provide licensure for providing childcare.

**STEP 3:       *The local school district and the agency or program develop a written contract or cooperative agreement for the services to be provided.***

- Components of the written contract or cooperative agreement are described in the “Components of a Contract or Cooperative Agreement” section, found below.
- Contents of specific documents will vary, depending upon areas agreed to by the parties.
- The school district is responsible for assuring that all services covered in the contract or written agreement meet the same standards applicable to the school district, as though the services were provided directly by the district.
- Copies of the contract are kept on file in the local school district and the agency, along with documentation of the agency’s approved application to enter into contracts with a school district.

**STEP 4:       *Services are provided based on the contract between the agency and the local school district.***

- The local school district has an ongoing responsibility to oversee the operation of the preschool program and all services provided by contract.
- The Kentucky Department of Education will monitor contracted preschool services in conjunction with each district’s State Funded Preschool Consolidated Monitoring process. Site visits may also occur when irregularities are noted.
- State-funded preschool students served in a contracted site must be enrolled in the district student information system, Infinite Campus.

## COMPONENTS OF A CONTRACT OR COOPERATIVE AGREEMENT

### General Contents

According to Kentucky Revised Statute ([KRS 65.250](#)), contents of contracts and cooperative agreements are to specify at least the following:

- the duration of the agreement
- the organizational composition and powers delegated thereto
- the purpose or purposes of legal or administrative entity
- the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget
- the process of changing or terminating the contract as well as maintenance and disposal of property or equipment

The body of a contract may be as simple as “\$ (amount) dollars for providing (named) educational services to children,” along with statements of duration, organization, purpose and termination of the contract. However, the district must have a written agreement regarding roles and responsibilities for the district and for the contracting agency. These may appear as a memorandum of agreement appended to the contract or referenced within the contract.

### Specific Contents

In the contract (or in a separate memorandum of agreement referenced in the contract) the following issues should be addressed to clarify roles and responsibilities and to describe services that meet state and federal education regulations:

- clearly defined services such as the following:
  - type of service (individual, group, in-home, consultation, etc.)
  - days of operation/service to preschool students
  - amount of time the service is to be provided each day of operation
  - duration of service or length of year
  - qualification and numbers of staff
  - location where service will be provided (preschool centers, home, etc.)
  - responsibility for support services (transportation, speech therapy, screening, etc.)
- procedures for resolving conflicts between the agencies, including who pays for incurred costs of resolution
- transition procedures for children who are moving from one setting to another
- shared personnel, training or other resources
- responsibility for inventory, maintenance and disposal of equipment or materials purchased through contracted funds
- method and schedule of payment and provisions for terminating the contract
- record keeping and reporting, including confidentiality of records

- regulatory requirements for specific preschool education services to be contracted that are noted in the agency’s application (Appendix A, page 2)

### **ROLES AND RESPONSIBILITIES OF PARTICIPATING PROGRAMS**

<b>Local School District</b>	<b>Preschool Contractor</b>
Provide the contracting program with guidelines.	Maintain a program which is licensed, and which is eligible to receive public education funds.
Require proof of insurance. If the program is operated on school grounds, the local board should provide accident insurance if the contracting agency does not have premises medical coverage under the general liability policy.	Provide general liability insurance of at least a million dollars per occurrence limit. Insurance must contain a “no sexual abuse” clause. If the program is on school grounds, the local school board must be a named insured.
Monitor the services provided by the contracting program to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children.	Provide services that meet the state education standards for preschool programs.
Provide timely payment for contracted services.	Submit bills for agreed-upon cost of service to the school district at predetermined times.
Act as fiscal agent and supervise the distribution of preschool education funds.	Provide services in the contract at no cost to parents.
Provide a liaison to the contracting agency to address mutual concerns.	Provide a liaison to the school district for matters of mutual concern.
For children with disabilities*, develop the initial Individual Education Plan (IEP) and provide a representative to participate with the contracting agency to implement the IEP and provide oversight for the educational services.	Provide a representative to participate in the IEP development and provide appropriate educational services as defined on the IEP and the contract.

\*See Appendix B, IEP Process for Children with Disabilities.

## SUBMISSION OF AN APPLICATION FOR CONTRACTING

Agencies and programs wishing to contract with local school districts must submit an annual application to the Kentucky Department of Education.

The agency's application must be on file and approved prior to the beginning of each school year.

### **Application Form**

The application form (Appendix A) has three components:

- cover page with identifying information
- description of the services to be available for contracting
- assurances page and signature

### **Submission**

Submit the completed application electronically to the email address below. Scan and submit additional documents with the application as necessary. Submitting certificates of lead teachers is not required. The School Readiness Branch will work with the Education Professional Standards Board (EPSB) to ensure all lead teachers have the correct certification.

Keep an electronic copy of the application form for your files. Applications are due September 1, unless the need arises for school districts to contract services with private childcare facilities throughout the year. In such cases, an application may be turned in at any time during the academic year.

**\*Important Note:** As part of the Agency Identification Information, the application form will include the number of STARS the *private child care center-based program* has acquired in KY All STARS.

<https://kentuckyallstars.ky.gov/Pages/index.aspx>.

Kentucky All STARS is Kentucky's expanded five-star quality rating and improvement system for early care and education programs. The unified system serves all early care and education programs that receive public funding including child care centers, Head Start and public preschool. Kentucky All STARS is based on Kentucky's Early Childhood Standards and research-based indicators of quality. It recognizes programs that have made a commitment to continuous quality improvement.

**DUE September 1<sup>st</sup>, or when the need arises for using contracted services during the 2024-25 school year.**

School Readiness Branch  
Kentucky Department of Education  
(502) 564-4970  
[schoolreadinessbranch@education.ky.gov](mailto:schoolreadinessbranch@education.ky.gov)

**KENTUCKY DEPARTMENT OF EDUCATION  
APPLICATION FOR APPROVAL TO CONTRACT  
TO PROVIDE PRESCHOOL EDUCATION SERVICES  
FOR 2024-25 SCHOOL YEAR**

**REAPPLICATION? YES  NO**

**APPLICATION AGENCY IDENTIFICATION**

**SUBMISSION DATE:**

Director's Name:

Agency Name (As it appears on the child-care license):

Agency Address:

Agency Kentucky All STARS Rating and Expiration Date:

Currently, agencies must obtain three stars in the KY All STARS quality rating and improvement system.

Agency Telephone Number (include area code):

Email Address:

Names, titles and phone numbers of program contact person(s), other than the director, who have administrative/supervisory responsibility for the education program.

Name	Title	Phone Number
Shelia Horton-Holt	Director of Family Services	859-288-4050

Names and credentials of lead teachers who will have state-funded children in their class(es):

Teacher's Name	Certification	Ratio or teachers: children
Selika Jones	Bachelor in Interdisciplinary Studies	3:15

Names of local school districts with which the agency may contract:

Name of school district	Name of school district	Name of school district
Fayette County Public School		

**SERVICES AVAILABLE FOR CONTRACTING**

**FOR YOUR AGENCY – CHECK ALL THAT APPLY:**

- Operation of the Preschool Education Program ([704 KAR 3:410](#))  
 Attach a description of the educational services available for contracting addressing facilities, personnel, hours and curriculum. Must meet:
  1. Preschool Facilities Guidelines ([702 KAR 4:170](#)) (childcare licensure is accepted as substitute)
  2. Preschool Personnel Standards (704 KAR 3:410 Section 6) **no need to attach IECE certificate**
  3. Instructional Hours of Operation (704 KAR 3:410 Section 5)
  4. Preschool Curriculum (704 KAR 3:410 Section 5)
  
- KY All STARS  
 Scan and attach a copy of the certificate with at least three (3) stars
  
- Parent Outreach (704 KAR 3:410)  
 Attach a description of services available. Services must meet preschool requirements (704 KAR 3:410 Section 5)
  
- Related Services by Licensed Professionals for Children with Disabilities  
 Attach a description of services available. Check off specific services to be offered. Service providers must meet licensure requirements set by the profession. **Attach a copy of the appropriate license.**
  - Speech therapy
  - Occupational therapy
  - Physical therapy
  - Other
  
- Transportation (702 KAR Chapter 5)  
 Attach a description of services available. If the program is transporting children, the following regulations must be met:
  1. School vehicle requirements ([702 KAR 5:060](#))
  2. School bus driver requirements ([702 KAR 5:080](#))
  3. School bus monitor requirements ([702 KAR 5:150](#))
  
- Food Services (702 KAR Chapter 6)  
 Attach a description of services available. Food services must meet the following regulations:
  1. School food preparation requirements ([702 KAR Chapter 6](#)) OR
  2. Child care food preparation requirements ([922 KAR 2:120](#))

\*All required attachments must be submitted upon initial application. Reapplications must contain attachments that are relevant to any programmatic changes within the agency.

### **PROGRAM ASSURANCE**

The \_\_\_ Family Care Center \_\_\_\_\_ agency or program provides the following assurances regarding compliance with federal, state and local regulations in order to be approved to contract with local school districts to provide preschool education services.

#### **General Operations**

1. The agency is separately incorporated from any religious institutions and maintains a non-sectarian board of directors; all proceeds and debts are the property of the corporation; no part of the program's curriculum is religious in nature; if housed on grounds of a religious institution, only reasonable rent is paid for such space and all religious symbols or materials have been removed from the area used by the preschool program.
2. The agency complies with applicable state and federal education requirements regarding nondiscrimination on the basis of race, creed, color, national origin, sex, disability or age.
3. Establishment and maintenance of all preschool records will be in compliance with state and federal regulations that are applicable to financial and programmatic records, supporting documents, statistical and other records. ([34 CFR 80.37 – 8.40](#)).
4. The agency will submit reports to the local school district as required in the contract, will make records and visits available to the district to conduct its oversight responsibility, and will make requested information available to the Kentucky Department of Education for the purpose of monitoring state and federal education laws and regulations.
5. Personally identifiable information on all children is maintained in a manner consistent with confidentiality requirements of the [Family Education Rights and Privacy Act](#) (FERPA).
6. If the agency receives federal funds, the agency does not appear on the current list of agencies debarred from accepting federal funds.

#### **Contracted Services**

7. Any agreement and/or contract between the local school district and the agency's preschool program is in writing and has been reviewed and approved by the authorized administrator of each agency.
8. Program services provided by a contract or agreement with a local school district are provided in conformance with preschool and school regulations promulgated by the Kentucky Board of Education.
9. The agency carries current insurance for the services operated.







August 16, 2023

Operation of the Preschool Education Program

The Family Care Center provides early childhood services for children 6 weeks to 5 years old. Fayette County Public Schools and the Family Care Center combine efforts to offer public preschool services serving two groups of children by utilizing a morning and afternoon session in one classroom. Operation of each session is as follows:

Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Childcare services are available for families requiring before and/or after Early Start hours and for days in which FCPS preschool is not in session.

Fayette County Public Schools assigns and provides supervision for both the Lead Teacher and the Para-educators.

FCPS Teacher qualifications: IECE Certification

Child Care Director: BS in Psychology, Kentucky Director's Credential

Family Care Center hours of operation: 6:30 a.m. to 5:30 p.m.

FCPS hours of operation: Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Preschool Curriculum: AEPS

Parent Outreach/Family Involvement

The Family Care Center collaborates with Fayette County Public Schools to provide high school classes for teenage mothers. Mothers that attend the program are eligible for parenting classes, literacy and behavioral parent/teacher child activities in addition to their classroom studies.

All parents utilizing the early childhood services are invited to attend monthly Family Involvement activities hosted through our Big Rooms events. The FCPS Preschool Program conducts Family Story hour activities in accordance with the FCPS calendar, as well as Home Visitation. All classrooms conduct parent/teacher conferences bi-annually.



### Related Services by Licensed Professionals for Children Special Abilities

FCPS provides speech therapy, occupational therapy, and physical therapy for eligible children. The FCPS therapist work with the classroom Teachers to meet their IEP goals and First Steps referrals are made for children who are not yet three years of age.

### Transportation

Transportation is provided by Fayette County Public Schools

### USDA Food Services

The Family Care Center participates with the Kentucky Department of Education Division of Nutrition & Health Services, Child & Adult Care Food Program. Children attending full day childcare are provided breakfast, lunch and afternoon snacks. Depending upon the session attended, children attending FCPS Preschool Program will receive one meal; breakfast or lunch. Meals are provided by the catering services and meet the USDA guidelines.





**Andy Beshear**  
GOVERNOR

**CABINET FOR HEALTH AND FAMILY SERVICES  
OFFICE OF INSPECTOR GENERAL**

**Eric Friedlander**  
SECRETARY

**Melissa A. Moore, Director  
Division of Regulated Child Care**

275 East Main Street 5 E-F  
Frankfort, Kentucky 40621  
(502) 564-7962  
Fax: (502) 564-9350

**David T. Lovely**  
ACTING DEPUTY INSPECTOR GENERAL

January 5, 2024

Family Care Center  
1135 Harry Sykes Way  
Lexington, KY 40504

Re: Validation of license for L350165

Dear Provider:

Your renewal application and fee have been satisfied to allow you to maintain a license until January 31, 2025. The completion of the application process does not satisfy your regulatory requirement to submit an acceptable plan of correction for all pending statements of deficiency.

Please confirm that each service you provide is listed on your license. If you would like to make any changes, please submit the request with original signatures to the Division of Regulated Child Care at the address above or submit via email to [chfsoigrccportal@ky.gov](mailto:chfsoigrccportal@ky.gov).

Thank you for the essential service that you provide to Kentucky's families and children.

Sincerely,

Melissa A. Moore  
Division Director



**CABINET FOR HEALTH AND FAMILY SERVICES  
DEPARTMENT FOR COMMUNITY BASED SERVICES**



**RECOGNIZES**

**Family Care Center**

**As a Level 5 Provider in the Kentucky All STARS Tiered Quality Rating and Improvement System**



**Date Issued: 11/6/2019    Valid Through: 1/31/2025  
L350165**

This certificate is issued under regulations 922 KAR 2:270. The holder of this certificate is subject to the terms and conditions of the Cabinet for Health and Family Services.

This rating certificate is not transferable.

Division of Child Care  
275 East Main Street, 3C-F  
Frankfort, Kentucky 40621  
Telephone: 844-209-2657  
<https://chfs.ky.gov/agencies/dcbs/dcc>





# Commonwealth of Kentucky Cabinet for Health and Family Services

certifies that the Licensee **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**  
is authorized to operate **FAMILY CARE CENTER**  
**1135 HARRY SYKES WAY**  
**LEXINGTON, KY 40504**

License # **L350165** Effective Date: **February 1, 2019**

pursuant to KRS 199.892 to 199.898 and 199.990(4) and the regulations promulgated thereunder, unless suspended or revoked for substantial violation of any of these regulations or applicable statutes. This license is not transferable and is limited to the above location for the services indicated below.

## Child-Care Center License

Type :	I
Capacity :	300
Services :	
Infant	Y
Toddler	Y
Preschool	Y
School age	Y
Non-Traditional Care	N
Transportation	Y

  
Steven D. Davis  
Inspector General

  
Judge Timothy Feeley  
Deputy Secretary

As of : January 14, 2019

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT AN APPLICATION TO THE KENTUCKY DEPARTMENT OF EDUCATION, FOR PROVISION OF PRESCHOOL EDUCATION SERVICES AT THE FAMILY CARE CENTER FOR THE 2024-2025 SCHOOL YEAR.

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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 and submit an Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department of Education (KDE), for provision of Preschool Education Services at the Family Care Center for the 2024-2025 school year.

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

RESOLUTION NO. 502 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT AN APPLICATION TO THE KENTUCKY DEPARTMENT OF EDUCATION, FOR PROVISION OF PRESCHOOL EDUCATION SERVICES AT THE FAMILY CARE CENTER FOR THE 2024-2025 SCHOOL YEAR.

---

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 and submit an Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department of Education (KDE), for provision of Preschool Education Services at the Family Care Center for the 2024-2025 school year.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Rinda Gorton*

---

MAYOR

ATTEST:

*[Signature]*  


---

 CLERK OF URBAN COUNTY COUNCIL

**Kentucky Department of Education  
State Funded Preschool  
Contractor Application  
2024-2025**



# **KENTUCKY PRESCHOOL PROGRAM APPLICATION AND GUIDE FOR CONTRACTING 2024-25 SCHOOL YEAR**

## **Introduction**

Kentucky is committed to providing a comprehensive educational program for preschool children who are either at risk of educational failure or who have identified disabilities, as outlined in the Kentucky Education Reform Act of 1990. Each local school district is required to make services available to eligible children directly, or by contract or cooperative agreement with another public or private organization. Agencies and programs wishing to contract with local school districts to provide preschool placements must submit an annual application to the Kentucky Department of Education.

## **Purpose of Document**

The purpose of this document is to provide information needed for contractual or cooperative arrangements between local school districts and other agencies and programs. This information is designed to:

- facilitate contracting where existing programs are available to serve:
  - four-year-old children who are at risk of educational failure
  - three and four-year-old children with identified disabilities
- define the process requirements for agencies that wish to provide placements for eligible children by contract or cooperative agreement with local schools

The document is designed to be used by:

- local school districts
- Head Start
- private profit and non-profit preschools
- other agencies wishing to contract with school districts in Kentucky in order to provide educational placements for preschool children

## **Additional Resources**

Further information on local interagency agreements, contracting and the approval of preschool programs for contract purposes may be obtained from:

Kentucky Department of Education  
School Readiness Branch  
300 Sower Blvd.  
Frankfort, Kentucky 40601  
(502) 564-4970  
[schoolreadinessbranch@education.ky.gov](mailto:schoolreadinessbranch@education.ky.gov)

## THE PRESCHOOL CONTRACTING APPROVAL PROCESS

### Background

Under [KRS 157.3175](#) school districts are required to make preschool programs available for eligible children. Based on a planning process involving other agencies, the district determines whether to serve eligible children in a program operated by the district or through a contract or cooperative agreement with another program(s).

In order to provide services through a non-public school program, the local district must ensure that any and all contracted services meet the same standards as would apply if the services were provided directly by a school district. In addition, the Kentucky Department of Education has responsibility for monitoring the use of state and federal education dollars, including funds used by districts to provide preschool services by contract. The preschool contracting approval process is designed to assure these conditions are met.

The preschool contracting approval process has two components:

- authorization of a preschool agency as a contractor
- oversight of preschool contracts

### Authorization of a Preschool Contractor

There are two criteria for authorization of a non-public school agency to enter into a contract with a school district to provide preschool facilities or services, legal status and general operations.

#### *Legal Status*

Legal status describes the program's legal standing to receive public preschool dollars from the local school district and is confirmed through an application process to the Kentucky Department of Education. In the application, the program provides a signed assurance that it is incorporated separately from any religious institution and maintains a non-sectarian board of directors. Other assurances address financial and program record-keeping, non-discriminatory practices and other public education requirements. The application form is found in Appendix A of this document.

#### *General Operations*

Minimum standards for general operations are documented through current child care licensure by the Cabinet for Health and Family Services. Under [922 KAR 2:120](#), licensed child care providers meet staff, facility, health, safety, program and other requirements of programs which care for young children while the parent is not present. In the review of the program's application as a preschool contractor, the program's childcare licensure is verified, as well as the program's participation in the Tiered Quality Rating and Improvement System (TQRIS) known as Kentucky All STARS. Currently, contracting sites must have three (3) stars to be approved for contracting.

A valid childcare license is considered the *minimum* standard for entering into a preschool education contract. *Childcare licensure alone does not assure that preschool education standards are met.* Rather than require interested contractors to operate their total program according to preschool education standards, (staff, ratios, curriculum, etc.), the current approval process allows local school districts to work with interested contractors to assure that at least the contracted services meet preschool education standards. This requirement is discussed under "Oversight of Preschool Education Contracts." The authorization to contract does not accredit or recognize an agency as being a school.

### **Oversight of Preschool Education Contracts**

A school district may not disburse funds for a contract until the agency has received approval through the Kentucky Department of Education. Once an agency is authorized to contract through the Kentucky Department of Education and a school district is interested in contracting, the two parties develop a proposed contract. In the proposed contract, the district must assure the contracted services meet preschool education standards. These standards are defined in the next section, "Requirements for Preschool Education Services."

The contents of each contract will vary, depending on the services contracted. The contract should assure or document that all services provided by the non-public school program meet state and federal education requirements. A sample contract is found in Appendix C of this document.

It is the responsibility of the school district to monitor the services provided by the contracted program to assure that regulations are met and that services are provided in accordance with the contract. **Any violation of the terms of the contract or of state regulations is a cause to terminate the contract.**

### **Requirements for Preschool Education Services**

The following requirements can be found in Kentucky Administrative Regulations of the Kentucky Board of Education. A copy can be obtained from the local school district or the Kentucky Department of Education, School Readiness Branch.

Operation of the preschool education program ([704 KAR 3:410](#) and [707 KAR 1:002 -707 KAR 1:380](#))

- IECE (birth to primary) certified or holds a letter of exemption (APP) from the Education Professional Standards Board (EPSB) given between 1998 and 2002
- correct ratios of teachers to children and annual professional development
- hours of operation and school calendar
- curriculum, activities and materials
- program requirements for children with disabilities

#### KY ALL STARS

- participation with at least a three (3) star rating

Parent Outreach ([704 KAR 3:410](#))

- home visits
- parent education activities developed with the parent
- parent-teacher conferences and other parent outreach activities

Coordination of Health/Social Services ([704 KAR 3:410](#))

- screening
- follow-up
- assistance to parents

Related Services by Licensed Professionals for Children with Disabilities ([707 KAR 1:320](#))

- speech, occupational and physical therapies (professional licensure)

Facilities

- Department policy allows child care licensure to substitute for school regulations relating to buildings and grounds ([922 KAR 2:120](#))

Transportation ([702 KAR 5:030](#) and [KRS 157.280](#))

- vehicles, driver training and monitors

Food Services ([702 KAR 6:090](#))

- Department policy allows [Child and Adult Food Care Program](#) to substitute for school regulations relating to food services

## **APPLICATION REVIEW PROCEDURE**

- The proposed contractor agency submits an application to the School Readiness Branch, Kentucky Department of Education.
- The School Readiness Branch checks the applicant's licensure in the directory of licensed childcare facilities, which is updated on a regular basis by the Cabinet for Health and Family Services, and which notes official corrective action, if applicable.
- The School Readiness Branch verifies participation in the TQRIS with at least a three (3) star rating.
- The School Readiness Branch reviews the agency identification page and the program description for completion of requested information.
- The School Readiness Branch reviews the assurance page for appropriate signatures.

## **APPROVAL AS POSSIBLE CONTRACTOR**

- If licensure is current, signatures present and all information complete, the School Readiness Branch approves the agency as a possible contractor.
- The School Readiness Branch sends the applicant an approval letter and adds the agency to the current list of early childhood agencies authorized to contract with districts.
- The School Readiness Branch disseminates the updated listing to preschool program administrators, as well as posting the list on the Kentucky Department of Education website.

## **NON-APPROVAL AS CONTRACTOR**

- If the application cannot be approved due to regulatory deficiencies (i.e., current licensure, signed assurances, program information), the School Readiness Branch contacts the applicant to review the deficiencies. The applicant may submit necessary items to obtain approval within 30 calendar days.
- If the requested information is not submitted within 30 days or does not meet criteria, the School Readiness Branch notifies the agency in writing that it is not approved as a contractor.
- A school district will be notified that the agency is not approved as a contractor if the district requests to contract with the agency.

## **REVOKING APPROVAL AS CONTRACTOR**

Approval as a contractor may be revoked for the following reasons:

- The School Readiness Branch receives written notification that the Cabinet for Health and Family Services revoked the license of a child care program.
- The School Readiness Branch receives notification that the center has not achieved or renewed their KY All STARS status with at least three (3) stars.

If approval is revoked, the School Readiness Branch notifies the agency that it can no longer contract with school districts for preschool education services and the agency is removed from the approved contractor list. District contracting with the agency will be notified that the agency is no longer authorized as a contractor and the contract should be terminated immediately.

## **STEPS IN CONTRACTING**

The following sequence of events describes the process for serving preschool children in other agencies and programs:

**STEP 1:**     *The district and an agency or program identify the need for and willingness to work together to serve eligible children.*

- The recommended time to begin planning for contracting is prior to the start of school, Planning also may begin as the need arises.
- For children with disabilities, there is a direct link to the Admissions and Release Committee (ARC) process. The local school district's ARC is responsible for determining, on an individual basis, when services need to be provided through other agencies. See Appendix B for additional details regarding children with disabilities.

**STEP 2:**     *The agency prepares and submits an application for approval to enter into contracts with local school districts to provide preschool education services.*

- A copy of the agency application is found in Appendix A of this document.
- The application should be sent electronically to the Kentucky Department of Education, School Readiness Branch, schoolreadinessbranch@education.ky.gov.
- Upon receipt of the agency's application, the Kentucky Department of Education reviews the information and approves or denies the application.
- A copy of the program's application should also be sent by the agency or program to each district with whom the agency intends to contract.
- The application is updated with the Kentucky Department of Education annually by the agency.
- The approval process may include on-site review of the agency's preschool program by the local school district.

- Upon approval, the agency is authorized to enter into a school contract; approval does not accredit the program or provide licensure for providing childcare.

**STEP 3:**     *The local school district and the agency or program develop a written contract or cooperative agreement for the services to be provided.*

- Components of the written contract or cooperative agreement are described in the “Components of a Contract or Cooperative Agreement” section, found below.
- Contents of specific documents will vary, depending upon areas agreed to by the parties.
- The school district is responsible for assuring that all services covered in the contract or written agreement meet the same standards applicable to the school district, as though the services were provided directly by the district.
- Copies of the contract are kept on file in the local school district and the agency, along with documentation of the agency’s approved application to enter into contracts with a school district.

**STEP 4:**     *Services are provided based on the contract between the agency and the local school district.*

- The local school district has an ongoing responsibility to oversee the operation of the preschool program and all services provided by contract.
- The Kentucky Department of Education will monitor contracted preschool services in conjunction with each district’s State Funded Preschool Consolidated Monitoring process. Site visits may also occur when irregularities are noted.
- State-funded preschool students served in a contracted site must be enrolled in the district student information system, Infinite Campus.

## COMPONENTS OF A CONTRACT OR COOPERATIVE AGREEMENT

### General Contents

According to Kentucky Revised Statute ([KRS 65.250](#)), contents of contracts and cooperative agreements are to specify at least the following:

- the duration of the agreement
- the organizational composition and powers delegated thereto
- the purpose or purposes of legal or administrative entity
- the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget
- the process of changing or terminating the contract as well as maintenance and disposal of property or equipment

The body of a contract may be as simple as “\$ (amount) dollars for providing (named) educational services to children,” along with statements of duration, organization, purpose and termination of the contract. However, the district must have a written agreement regarding roles and responsibilities for the district and for the contracting agency. These may appear as a memorandum of agreement appended to the contract or referenced within the contract.

### Specific Contents

In the contract (or in a separate memorandum of agreement referenced in the contract) the following issues should be addressed to clarify roles and responsibilities and to describe services that meet state and federal education regulations:

- clearly defined services such as the following:
  - type of service (individual, group, in-home, consultation, etc.)
  - days of operation/service to preschool students
  - amount of time the service is to be provided each day of operation
  - duration of service or length of year
  - qualification and numbers of staff
  - location where service will be provided (preschool centers, home, etc.)
  - responsibility for support services (transportation, speech therapy, screening, etc.)
- procedures for resolving conflicts between the agencies, including who pays for incurred costs of resolution
- transition procedures for children who are moving from one setting to another
- shared personnel, training or other resources
- responsibility for inventory, maintenance and disposal of equipment or materials purchased through contracted funds
- method and schedule of payment and provisions for terminating the contract
- record keeping and reporting, including confidentiality of records

- regulatory requirements for specific preschool education services to be contracted that are noted in the agency’s application (Appendix A, page 2)

**ROLES AND RESPONSIBILITIES OF PARTICIPATING PROGRAMS**

<b>Local School District</b>	<b>Preschool Contractor</b>
Provide the contracting program with guidelines.	Maintain a program which is licensed, and which is eligible to receive public education funds.
Require proof of insurance. If the program is operated on school grounds, the local board should provide accident insurance if the contracting agency does not have premises medical coverage under the general liability policy.	Provide general liability insurance of at least a million dollars per occurrence limit. Insurance must contain a “no sexual abuse” clause. If the program is on school grounds, the local school board must be a named insured.
Monitor the services provided by the contracting program to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children.	Provide services that meet the state education standards for preschool programs.
Provide timely payment for contracted services.	Submit bills for agreed-upon cost of service to the school district at predetermined times.
Act as fiscal agent and supervise the distribution of preschool education funds.	Provide services in the contract at no cost to parents.
Provide a liaison to the contracting agency to address mutual concerns.	Provide a liaison to the school district for matters of mutual concern.
For children with disabilities*, develop the initial Individual Education Plan (IEP) and provide a representative to participate with the contracting agency to implement the IEP and provide oversight for the educational services.	Provide a representative to participate in the IEP development and provide appropriate educational services as defined on the IEP and the contract.

\*See Appendix B, IEP Process for Children with Disabilities.

## SUBMISSION OF AN APPLICATION FOR CONTRACTING

Agencies and programs wishing to contract with local school districts must submit an annual application to the Kentucky Department of Education.

The agency's application must be on file and approved prior to the beginning of each school year.

### **Application Form**

The application form (Appendix A) has three components:

- cover page with identifying information
- description of the services to be available for contracting
- assurances page and signature

### **Submission**

Submit the completed application electronically to the email address below. Scan and submit additional documents with the application as necessary. Submitting certificates of lead teachers is not required. The School Readiness Branch will work with the Education Professional Standards Board (EPSB) to ensure all lead teachers have the correct certification.

Keep an electronic copy of the application form for your files. Applications are due September 1, unless the need arises for school districts to contract services with private childcare facilities throughout the year. In such cases, an application may be turned in at any time during the academic year.

**\*Important Note:** As part of the Agency Identification Information, the application form will include the number of STARS the *private child care center-based program* has acquired in KY All STARS.

<https://kentuckyallstars.ky.gov/Pages/index.aspx>.

Kentucky All STARS is Kentucky's expanded five-star quality rating and improvement system for early care and education programs. The unified system serves all early care and education programs that receive public funding including child care centers, Head Start and public preschool. Kentucky All STARS is based on Kentucky's Early Childhood Standards and research-based indicators of quality. It recognizes programs that have made a commitment to continuous quality improvement.

**DUE September 1<sup>st</sup>, or when the need arises for using contracted services during the 2024-25 school year.**

School Readiness Branch  
Kentucky Department of Education  
(502) 564-4970  
schoolreadinessbranch@education.ky.gov

**KENTUCKY DEPARTMENT OF EDUCATION  
APPLICATION FOR APPROVAL TO CONTRACT  
TO PROVIDE PRESCHOOL EDUCATION SERVICES  
FOR 2024-25 SCHOOL YEAR**

**REAPPLICATION? YES  NO**

**APPLICATION AGENCY IDENTIFICATION**

**SUBMISSION DATE:**

Director's Name:

Agency Name (As it appears on the child-care license):

Agency Address:

Agency Kentucky All STARS Rating and Expiration Date:

Currently, agencies must obtain three stars in the KY All STARS quality rating and improvement system.

Agency Telephone Number (include area code):

Email Address:

Names, titles and phone numbers of program contact person(s), other than the director, who have administrative/supervisory responsibility for the education program.

Name	Title	Phone Number
Shelia Horton-Holt	Director of Family Services	859-288-4050

Names and credentials of lead teachers who will have state-funded children in their class(es):

Teacher's Name	Certification	Ratio or teachers: children
Selika Jones	Bachelor in Interdisciplinary Studies	3:15

Names of local school districts with which the agency may contract:

Name of school district	Name of school district	Name of school district
Fayette County Public School		

### SERVICES AVAILABLE FOR CONTRACTING

#### FOR YOUR AGENCY – CHECK ALL THAT APPLY:

- Operation of the Preschool Education Program ([704 KAR 3:410](#))  
 Attach a description of the educational services available for contracting addressing facilities, personnel, hours and curriculum. Must meet:
1. Preschool Facilities Guidelines ([702 KAR 4:170](#)) (childcare licensure is accepted as substitute)
  2. Preschool Personnel Standards (704 KAR 3:410 Section 6) **no need to attach IECE certificate**
  3. Instructional Hours of Operation (704 KAR 3:410 Section 5)
  4. Preschool Curriculum (704 KAR 3:410 Section 5)
- KY All STARS  
 Scan and attach a copy of the certificate with at least three (3) stars
- Parent Outreach (704 KAR 3:410)  
 Attach a description of services available. Services must meet preschool requirements (704 KAR 3:410 Section 5)
- Related Services by Licensed Professionals for Children with Disabilities  
 Attach a description of services available. Check off specific services to be offered. Service providers must meet licensure requirements set by the profession. **Attach a copy of the appropriate license.**
- Speech therapy
  - Occupational therapy
  - Physical therapy
  - Other
- Transportation (702 KAR Chapter 5)  
 Attach a description of services available. If the program is transporting children, the following regulations must be met:
1. School vehicle requirements ([702 KAR 5:060](#))
  2. School bus driver requirements ([702 KAR 5:080](#))
  3. School bus monitor requirements ([702 KAR 5:150](#))
- Food Services (702 KAR Chapter 6)  
 Attach a description of services available. Food services must meet the following regulations:
1. School food preparation requirements ([702 KAR Chapter 6](#)) **OR**
  2. Child care food preparation requirements ([922 KAR 2:120](#))

\*All required attachments must be submitted upon initial application. Reapplications must contain attachments that are relevant to any programmatic changes within the agency.

### PROGRAM ASSURANCE

The \_\_\_ Family Care Center \_\_\_\_\_ agency or program provides the following assurances regarding compliance with federal, state and local regulations in order to be approved to contract with local school districts to provide preschool education services.

#### General Operations

1. The agency is separately incorporated from any religious institutions and maintains a non-sectarian board of directors; all proceeds and debts are the property of the corporation; no part of the program's curriculum is religious in nature; if housed on grounds of a religious institution, only reasonable rent is paid for such space and all religious symbols or materials have been removed from the area used by the preschool program.
2. The agency complies with applicable state and federal education requirements regarding nondiscrimination on the basis of race, creed, color, national origin, sex, disability or age.
3. Establishment and maintenance of all preschool records will be in compliance with state and federal regulations that are applicable to financial and programmatic records, supporting documents, statistical and other records. ([34 CFR 80.37 – 8.40](#)).
4. The agency will submit reports to the local school district as required in the contract, will make records and visits available to the district to conduct its oversight responsibility, and will make requested information available to the Kentucky Department of Education for the purpose of monitoring state and federal education laws and regulations.
5. Personally identifiable information on all children is maintained in a manner consistent with confidentiality requirements of the [Family Education Rights and Privacy Act \(FERPA\)](#).
6. If the agency receives federal funds, the agency does not appear on the current list of agencies debarred from accepting federal funds.

#### Contracted Services

7. Any agreement and/or contract between the local school district and the agency's preschool program is in writing and has been reviewed and approved by the authorized administrator of each agency.
8. Program services provided by a contract or agreement with a local school district are provided in conformance with preschool and school regulations promulgated by the Kentucky Board of Education.
9. The agency carries current insurance for the services operated.

- 10. Agency personnel who provide preschool services under an agreement or contract with a local school district meet the personnel requirements of the Kentucky Board of Education and the Education Professional Standards Board.
- 11. If the agency is providing transportation or space for program services through a contract or agreement with a local school district, the agency's vehicles and physical plant have been reviewed by the local school district for adherence to school requirements for vehicles, buildings, grounds and health.
- 12. If the agency provides services to children with disabilities under a contract or cooperative agreement with a local school district, the agency complies with responsibilities outlined in Kentucky Administrative Regulations (707 KAR Chapter 1) for the provision of special education and related services.

This application has been approved by the applicant's Administrative Board as recorded in the minutes of the meeting held on:

\_\_\_\_\_, 20 \_\_\_\_.

Linda Gorton  
Signature of Program Director

10/15/2024  
Date Signed

\_\_\_\_\_  
Authorized Signature for Administrative Board

\_\_\_\_\_  
Date Signed

MAYOR LINDA GORTON



**LEXINGTON**

IRMA BENNETT  
EARLY CHILD CARE MANAGER  
FAMILY SERVICES

August 16, 2023

**Operation of the Preschool Education Program**

The Family Care Center provides early childhood services for children 6 weeks to 5 years old. Fayette County Public Schools and the Family Care Center combine efforts to offer public preschool services serving two groups of children by utilizing a morning and afternoon session in one classroom. Operation of each session is as follows:

Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Childcare services are available for families requiring before and/or after Early Start hours and for days in which FCPS preschool is not in session.

Fayette County Public Schools assigns and provides supervision for both the Lead Teacher and the Para-educators.

FCPS Teacher qualifications: IECE Certification

Child Care Director: BS in Psychology, Kentucky Director's Credential

Family Care Center hours of operation: 6:30 a.m. to 5:30 p.m.

FCPS hours of operation: Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Preschool Curriculum: AEPS

**Parent Outreach/Family Involvement**

The Family Care Center collaborates with Fayette County Public Schools to provide high school classes for teenage mothers. Mothers that attend the program are eligible for parenting classes, literacy and behavioral parent/teacher child activities in addition to their classroom studies.

All parents utilizing the early childhood services are invited to attend monthly Family Involvement activities hosted through our Big Rooms events. The FCPS Preschool Program conducts Family Story hour activities in accordance with the FCPS calendar, as well as Home Visitation. All classrooms conduct parent/teacher conferences bi-annually.



Related Services by Licensed Professionals for Children Special Abilities

FCPS provides speech therapy, occupational therapy, and physical therapy for eligible children. The FCPS therapist work with the classroom Teachers to meet their IEP goals and First Steps referrals are made for children who are not yet three years of age.

Transportation

Transportation is provided by Fayette County Public Schools

USDA Food Services

The Family Care Center participates with the Kentucky Department of Education Division of Nutrition & Health Services, Child & Adult Care Food Program. Children attending full day childcare are provided breakfast, lunch and afternoon snacks. Dependent upon the session attended, children attending FCPS Preschool Program will receive one meal; breakfast or lunch. Meals are provided by the catering services and meet the USDA guidelines.





**Andy Beshear**  
GOVERNOR

**CABINET FOR HEALTH AND FAMILY SERVICES  
OFFICE OF INSPECTOR GENERAL**

**Eric Friedlander**  
SECRETARY

**Melissa A. Moore, Director**  
**Division of Regulated Child Care**  
275 East Main Street 5 E-F  
Frankfort, Kentucky 40621  
(502) 564-7962  
Fax: (502) 564-9350

**David T. Lovely**  
ACTING DEPUTY INSPECTOR GENERAL

January 5, 2024

Family Care Center  
1135 Harry Sykes Way  
Lexington, KY 40504

Re: Validation of license for L350165

Dear Provider:

Your renewal application and fee have been satisfied to allow you to maintain a license until January 31, 2025. The completion of the application process does not satisfy your regulatory requirement to submit an acceptable plan of correction for all pending statements of deficiency.

Please confirm that each service you provide is listed on your license. If you would like to make any changes, please submit the request with original signatures to the Division of Regulated Child Care at the address above or submit via email to [chfsoigrccportal@ky.gov](mailto:chfsoigrccportal@ky.gov).

Thank you for the essential service that you provide to Kentucky's families and children.

Sincerely,

Melissa A. Moore  
Division Director

**CABINET FOR HEALTH AND FAMILY SERVICES  
DEPARTMENT FOR COMMUNITY BASED SERVICES**



**RECOGNIZES**

**Family Care Center**

**As a Level 5 Provider in the Kentucky All Stars Tiered Quality Rating and Improvement System**



**Date Issued: 11/6/2019    Valid Through: 1/31/2025  
L350165**

**This certificate is issued under regulations 922 KAR 2:270. The holder of this certificate is subject to the terms and conditions of the Cabinet for Health and Family Services.**

**This rating certificate is not transferable.**

Division of Child Care  
275 East Main Street, 3C-F  
Frankfort, Kentucky 40621  
Telephone: 844-209-2657  
<https://chfs.ky.gov/agencies/dchs/dcc>





# Commonwealth of Kentucky Cabinet for Health and Family Services

certifies that the Licensee **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**  
is authorized to operate **FAMILY CARE CENTER**  
**1135 HARRY SYKES WAY**  
**LEXINGTON, KY 40504**

License # **L350165** Effective Date: **February 1, 2019**

pursuant to KRS 199.892 to 199.898 and 199.990(4) and the regulations promulgated thereunder, unless suspended or revoked for substantial violation of any of these regulations or applicable statutes. This license is not transferable and is limited to the above location for the services indicated below.

## Child-Care Center License

Type :	I
Capacity :	300
Services :	
Infant	Y
Toddler	Y
Preschool	Y
School age	Y
Non-Traditional Care	N
Transportation	Y

  
Steven D. Davis  
Inspector General

  
Judge Timothy Feeley  
Deputy Secretary

As of : January 14, 2019



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0891-24**

**File ID:** 0891-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 278-2024

**In Control:** Urban County Council

**File Created:** 09/03/2024

**File Name:** KVC Behavioral Healthcare Services KY MOU with Family Care Center

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Mayor on behalf of the Urban County Government, to execute a Memorandum of Understanding with KVC Behavioral Healthcare Ky., Inc., to provide psychoeducational mindfulness-based workshops for teen mothers in the Parent Education Program at the Family Care Center as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, at no cost. [Div. of Family Services, Horton-Holt]

**Notes:** In office 9/12/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 10/11/2024. MS

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** 0891-24 KVC Behavioral Healthcare Services KY MOU, MOU KVC 8.30.24 (002), RESO 0891-24 KVC MOU 4888-2535-5750 v.1.docx, R-503-2024, Contract #278-2024

**Enactment Number:** R-503-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard

**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	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0891-24

**Title**

A Resolution authorizing the Mayor on behalf of the Urban County Government, to execute a Memorandum of Understanding with KVC Behavioral Healthcare Ky., Inc., to provide

psychoeducational mindfulness-based workshops for teen mothers in the Parent Education Program at the Family Care Center as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, at no cost. [Div. of Family Services, Horton-Holt]

**Summary**

Authorization to execute a Memorandum of Understanding with KVC Behavioral Healthcare Services Kentucky, Inc. to provide psychoeducational mindfulness-based workshops for teen mothers in the Parent Education Program at the Family Care Center as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program. No Budgetary impact. (L0891-24) (Horton-Holt/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: Tiffany Holskey 7/20/24

Fully Budgeted:

Account Number: N/A

This Fiscal Year Impact:

Annual Impact:

Project:

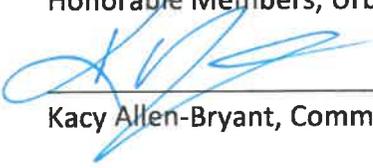
Activity:

Budget Reference:

Current Balance:



**TO:** Mayor Linda Gorton  
Honorable Members, Urban County Council

**FROM:**   
Kacy Allen-Bryant, Commissioner of Social Services

**DATE:** September 3, 2024

**SUBJECT:** KVC Behavioral Healthcare Services Kentucky, Inc. Memorandum of Understanding with Family Services

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**Request:**

Request Council Authorization for the Mayor to execute a Memorandum of Understanding between KVC Behavioral Healthcare Services Kentucky, Inc. and the Division of Family Services.

**Purpose:**

For KVC Behavioral Health Services to provide psychoeducational mindfulness-based workshops for teen mothers in the Parent Education Program at the Family Care Center as part of the Victims of Crime (VOCA) Victim Assistance Grant Program.

**Budgetary Implication:**

There are no budgetary implications with this application.

**Are the funds budgeted?**

There is no cost associated with this application.

**File Number:** 0891-24

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



**MEMORANDUM OF UNDERSTANDING**  
**FAMILY CARE CENTER**

This Memorandum of Understanding (MOU) is made and entered into as of the 19<sup>th</sup> day of August, 2024, by and between KVC Behavioral Healthcare Kentucky, Inc. ("KVC"), and the Lexington-Fayette Urban County Government (LFUCG).

Whereas, KVC is a non-profit corporation licensed as a behavioral healthcare provider in Kentucky;

Whereas, Family Care Center is a part of the Lexington-Fayette Urban County Government (LFUCG) in Kentucky offering services to families with young children.

Whereas, LFUCG wishes to retain KVC to provide psychoeducational mindfulness-based workshops for teen mothers as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program.

Now therefore, in consideration of their mutual promises and agreements, the parties hereby agree to the following terms and conditions:

1. **SERVICES.** LFUCG hereby engages KVC to provide psychoeducation and skills-based workshops to groups of teen mothers affiliated with the Family Care Center through LFUCG. The parties shall communicate and cooperate in determining the dates of each group session that are mutually acceptable between the parties. KVC shall provide the services at no cost to LFUCG.
2. **TERM.** The term of this MOU will begin on August 1, 2024 and shall continue until such time as the terms outlined in paragraph no. 3 herein are satisfied or until either party gives written notice to the other of an intent to terminate this MOU. Any such notice of intent to terminate shall be in writing, shall include the intended date of termination, may be for any reason, and shall be delivered in accordance with paragraph no. 7 herein.
3. **TO BE PROVIDED BY KVC:**
  - a. Four (4) nine-week hour-long group sessions at Family Care Center for teen mothers attending school at the Family Care Center.
  - b. The workshops will be provided by practitioners who have expertise in working with teen mothers and who have been trained in evidence-based practices designed to address the targeted problems identified in the VOCA grant.
  - c. Ensure that any information provided by LFUCG and Family Care Center for use in the group training shall remain private and confidential.
4. **TO BE PROVIDED BY LFUCG:**
  - a. A process for teen mothers to receive information on the workshops and to sign up for participation.

- b. Active support for the participants to encourage their commitment and completion of the nine-week long workshop.
  - c. Provide a list of participants who express interest in participation in the workshop to KVC, including ensuring that any necessary releases or other documentation required by KVC is completed prior to the commencement of the workshop.
  - d. A private location for the group workshops to occur on each of the nine-weeks of the program.
5. **INSURANCE AND INDEMNITY.** LFUCG is an urban county government created under KRS Chapter 67A and is a county government and a political subdivision of the Commonwealth of Kentucky vested with sovereign immunity on state law damage claims sounding in tort, in contract, or in negligence. Moreover LFUCG is a governmental, self-insured entity with regard to claims or losses on which it is alleged to be liable. To the extent permitted by law, LFUCG will indemnify, defend and hold harmless KVC and its Board of Directors, officers, employees, staff, personnel, and volunteers for all claims, liabilities, losses, damages, costs and expenses including reasonable attorney's fees, that they suffer or incur resulting from or relating to this MOU except to the extent resulting from KVC's gross negligence or willful misconduct. KVC shall procure and maintain, at its cost, through the Term of this Agreement, insurance coverages in at least the following amounts: Commercial General Liability (CGL) (\$1,000,000 per occurrence, \$2,000,000 aggregate); auto liability insurance (\$1,000,000 per occurrence); Professional (E&O) Liability (\$1,000,000 per claim); Worker's Compensation (Statutory); and Employer's Liability (\$100,000 per claim). Evidence of such coverage shall be made available to LFUCG upon request. KVC shall indemnify, defend and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees for all claims, liabilities, losses, damages, costs, and expenses including reasonable attorney's fees, that they suffer or incur resulting from or relating to this MOU except to the extent resulting from LFUCG's gross negligence or willful misconduct. Nothing contained herein shall be deemed a waiver of sovereign immunity or any other third party defense.
6. **RELATIONSHIP OF PARTIES.** This MOU is not to be interpreted, construed, or used as creating a joint venture, partnership, employment relationship, agency relationship, or any other relationship between the parties. Each party retains its separate identity and existence apart from the other at all times during the term of this MOU.
7. **NOTICES.** Any notice or communication required or desired to be given hereunder shall be deemed sufficiently given when delivered personally, or mailed, postage prepaid, certified (return receipt requested), as follows:

IF to KVC:

KVC Behavioral Healthcare Kentucky, Inc.  
 David Snyder, LPCC  
 Director of Behavioral Health Services  
 2250 Thunderstick Drive, Ste. 1104

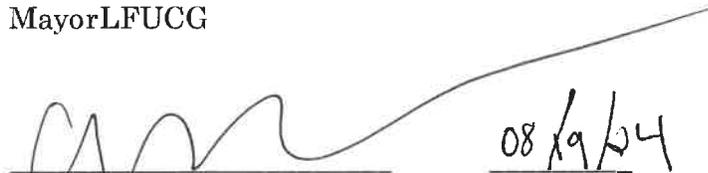
Lexington, KY 40505

IF toLFUCG: Family Care Center  
Shelia Horton-Holt  
1135 Harry Sykes Way  
Lexington, KY 40504

8. **LOBBYING.** As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the marking of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - b. If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
9. **APPLICABLE LAW.** The laws of the Commonwealth of Kentucky shall apply to the interpretation, performance, and enforcement of this MOU.

IN ACKNOWLEDGEMENT OF THEIR AGREEMENT, the parties have signed below:

\_\_\_\_\_  
Linda Gorton Date  
Mayor LFUCG

  
\_\_\_\_\_  
Regina Klyachkin, MSW Date  
President  
KVC Behavioral Healthcare Kentucky, Inc.

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KVC BEHAVIORAL HEALTHCARE KENTUCKY, INC., TO PROVIDE PSYCHOEDUCATIONAL MINDFULNESS-BASED WORKSHOPS FOR TEEN MOTHERS IN THE PARENT EDUCATION PROGRAM AT THE FAMILY CARE CENTER AS PART OF THE VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM, AT NO COST.

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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 the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with KVC Behavioral Healthcare Kentucky, Inc. to provide psychoeducational mindfulness-based workshops for teen mothers in the Parent Education Program at the Family Care Center as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. 502 - 2024

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KVC BEHAVIORAL HEALTHCARE KENTUCKY, INC., TO PROVIDE PSYCHOEDUCATIONAL MINDFULNESS-BASED WORKSHOPS FOR TEEN MOTHERS IN THE PARENT EDUCATION PROGRAM AT THE FAMILY CARE CENTER AS PART OF THE VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM, AT NO COST.

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 the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with KVC Behavioral Healthcare Kentucky, Inc. to provide psychoeducational mindfulness-based workshops for teen mothers in the Parent Education Program at the Family Care Center as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

**MEMORANDUM OF UNDERSTANDING**  
**FAMILY CARE CENTER**

This Memorandum of Understanding (MOU) is made and entered into as of the 19<sup>th</sup> day of August, 2024, by and between KVC Behavioral Healthcare Kentucky, Inc. ("KVC"), and the Lexington-Fayette Urban County Government (LFUCG).

Whereas, KVC is a non-profit corporation licensed as a behavioral healthcare provider in Kentucky;

Whereas, Family Care Center is a part of the Lexington-Fayette Urban County Government (LFUCG) in Kentucky offering services to families with young children.

Whereas, LFUCG wishes to retain KVC to provide psychoeducational mindfulness-based workshops for teen mothers as part of the Victims of Crime Act (VOCA) Victim Assistance Grant Program.

Now therefore, in consideration of their mutual promises and agreements, the parties hereby agree to the following terms and conditions:

1. **SERVICES.** LFUCG hereby engages KVC to provide psychoeducation and skills-based workshops to groups of teen mothers affiliated with the Family Care Center through LFUCG. The parties shall communicate and cooperate in determining the dates of each group session that are mutually acceptable between the parties. KVC shall provide the services at no cost to LFUCG.
2. **TERM.** The term of this MOU will begin on August 1, 2024 and shall continue until such time as the terms outlined in paragraph no. 3 herein are satisfied or until either party gives written notice to the other of an intent to terminate this MOU. Any such notice of intent to terminate shall be in writing, shall include the intended date of termination, may be for any reason, and shall be delivered in accordance with paragraph no. 7 herein.
3. **TO BE PROVIDED BY KVC:**
  - a. Four (4) nine-week hour-long group sessions at Family Care Center for teen mothers attending school at the Family Care Center.
  - b. The workshops will be provided by practitioners who have expertise in working with teen mothers and who have been trained in evidence-based practices designed to address the targeted problems identified in the VOCA grant.
  - c. Ensure that any information provided by LFUCG and Family Care Center for use in the group training shall remain private and confidential.
4. **TO BE PROVIDED BY LFUCG:**
  - a. A process for teen mothers to receive information on the workshops and to sign up for participation.

- b. Active support for the participants to encourage their commitment and completion of the nine-week long workshop.
- c. Provide a list of participants who express interest in participation in the workshop to KVC, including ensuring that any necessary releases or other documentation required by KVC is completed prior to the commencement of the workshop.
- d. A private location for the group workshops to occur on each of the nine-weeks of the program.

5. **INSURANCE AND INDEMNITY.** LFUCG is an urban county government created under KRS Chapter 67A and is a county government and a political subdivision of the Commonwealth of Kentucky vested with sovereign immunity on state law damage claims sounding in tort, in contract, or in negligence. Moreover LFUCG is a governmental, self-insured entity with regard to claims or losses on which it is alleged to be liable. To the extent permitted by law, LFUCG will indemnify, defend and hold harmless KVC and its Board of Directors, officers, employees, staff, personnel, and volunteers for all claims, liabilities, losses, damages, costs and expenses including reasonable attorney’s fees, that they suffer or incur resulting from or relating to this MOU except to the extent resulting from KVC’s gross negligence or willful misconduct. KVC shall procure and maintain, at its cost, through the Term of this Agreement, insurance coverages in at least the following amounts: Commercial General Liability (CGL) (\$1,000,000 per occurrence, \$2,000,000 aggregate); auto liability insurance (\$1,000,000 per occurrence); Professional (E&O) Liability (\$1,000,000 per claim); Worker’s Compensation (Statutory); and Employer’s Liability (\$100,000 per claim). Evidence of such coverage shall be made available to LFUCG upon request. KVC shall indemnify, defend and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees for all claims, liabilities, losses, damages, costs, and expenses including reasonable attorney’s fees, that they suffer or incur resulting from or relating to this MOU except to the extent resulting from LFUCG’s gross negligence or willful misconduct. Nothing contained herein shall be deemed a waiver of sovereign immunity or any other third party defense.

6. **RELATIONSHIP OF PARTIES.** This MOU is not to be interpreted, construed, or used as creating a joint venture, partnership, employment relationship, agency relationship, or any other relationship between the parties. Each party retains its separate identity and existence apart from the other at all times during the term of this MOU.

7. **NOTICES.** Any notice or communication required or desired to be given hereunder shall be deemed sufficiently given when delivered personally, or mailed, postage prepaid, certified (return receipt requested), as follows:

IF to KVC:	KVC Behavioral Healthcare Kentucky, Inc. David Snyder, LPCC Director of Behavioral Health Services 2250 Thunderstick Drive, Ste. 1104
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Lexington, KY 40505

IF toLFUCG: Family Care Center  
Shelia Horton-Holt  
1135 Harry Sykes Way  
Lexington, KY 40504

8. LOBBYING. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the marking of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities.” in accordance with its instructions.

9. APPLICABLE LAW. The laws of the Commonwealth of Kentucky shall apply to the interpretation, performance, and enforcement of this MOU.

IN ACKNOWLEDGEMENT OF THEIR AGREEMENT, the parties have signed below:

  
 \_\_\_\_\_  
 Linda Gorton Date  
 MayorLFUCG

10/11/24

  
 \_\_\_\_\_  
 Regina Klyachkin, MSW  
 President  
 KVC Behavioral Healthcare Kentucky, Inc.

08/11/24  
Date



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0909-24**

**File ID:** 0909-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 277-2024

**In Control:** Urban County Council

**File Created:** 09/05/2024

**File Name:** Sheriff Ad Valorem - 2024 Property Tax Collection

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes for the 2024 property tax year, at a cost not to exceed \$350,000, with the payments to be treated as a commission and the Urban County Government to receive any related payment (\$87,500) from the Commonwealth of Ky. [Dept. of Finance, Hensley]

**Notes:** Stamped and filed in the CCO. Returned to Robin Adams via scans 10/11/2024. MS

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** Memo Sheriff Ad Valorem 2024 Prop Tax Coll Agreement, Sheriff 2024 Ad Valorem Prop Tax Coll Agreement, 909-24 Sheriff Agreement 4887-3043-4535 v.1.doc, R-504-2024, Contract #277-2024

**Enactment Number:** R-504-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Robin Adams

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0909-24

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes for the 2024 property tax year, at a cost not to exceed

\$350,000, with the payments to be treated as a commission and the Urban County Government to receive any related payment (\$87,500) from the Commonwealth of Ky. [Dept. of Finance, Hensley]

**Summary**

Authorization to execute an Agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes for the 2024 property tax year, at a cost not to exceed \$350,000, with the payments to be treated as a commission and the Urban County Government to receive any related payment (\$87,500) from the Commonwealth of Ky. Funds are Budgeted. (L0909-24) (Hensley)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson, September 6, 2024

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 1115-011001-0001-40960

This Fiscal Year Impact: \$350,000

Annual Impact: \$

Project:

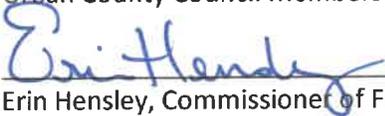
Activity:

Budget Reference:

Current Balance: \$351,000



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

FROM:   
Erin Hensley, Commissioner of Finance

DATE: September 9, 2024

SUBJECT: Sheriff Ad Valorem – 2024 Property Tax Collection Agreement

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**Request**

Authorization to: Execute an Agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes for the 2024 property tax year, at a cost not to exceed \$350,000 for services provided.

**Why are you requesting?**

Department needs this action completed because: The Lexington-Fayette Urban County Government shall pay the Sheriff the sum of \$350,000 for collection of the Ad Valorem Urban Service District property taxes for the 2024 property tax year, with the payments to be treated as commission paid for the collection of taxes. The sum shall be payable as follows: \$190,000 on or before November 11, 2024; \$100,000 on or before December 11, 2024 and \$60,000 on or before January 11, 2025.

The parties understand and agree that the Sheriff will report this sum as commissions subject to KRS 64.350(1) and the Government in turn shall receive the twenty-five percent (25%) payment from the state on the Sheriff's commission, pursuant to KRS 64.350(1), in the amount of \$87,500.

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

The cost for this FY is: \$350,000

The cost for future FY is: N/A

**Are the funds budgeted?**

The funds are budgeted: Yes

Account number: 1115-011001-0001-40960



File Number: 0909-24

Commissioner: Hensley



AGREEMENT

THIS AGREEMENT is effective the 1<sup>st</sup> day of October, 2024, and is by and between KATHY H. WITT, Sheriff of Fayette County, hereinafter referred to as “Sheriff”, and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, hereinafter referred to as “Government”:

WITNESSETH:

WHEREAS, the Sheriff is pursuant to KRS 134.140 the collector of “State, county and district taxes” and is pursuant to KRS 160.010 and 160.500(1) the collector of school taxes; and

WHEREAS, KRS 91A.070 provides that cities may collect their own taxes or elect to hire the Sheriff to collect them; and the Government’s position is that KRS 67A.060(1) and 67A.070 give Urban county governments all powers of cities not in conflict with the general statutes of the state; and

WHEREAS, the parties have agreed for the upcoming tax year that the Sheriff will collect the state taxes, county taxes, the school taxes, and the ad valorem urban services taxes pursuant to the terms set forth below:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto have bargained and agreed to the terms of this Agreement as follows:

Section 1. The Sheriff will assume all duties involved in collecting and reporting the ad Valorem urban services taxes. The Sheriff shall pay her bond commission and tax audit fees and not seek a return of these expenses. The Sheriff shall remit all collections to the Government daily via electronic transmission of funds.

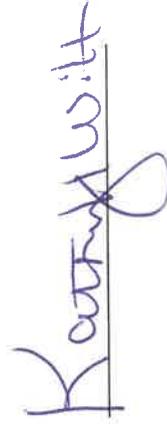
Section 2. The Government shall pay the Sheriff the sum of \$350,000 for the ad valorem urban services tax collection services being provided; said sum is to be considered a commission paid for the collection of taxes. This sum shall be payable as follows: \$190,000 on or before November 11, 2024; \$100,000 on or before December 11; 2024 and \$60,000 on or before January 11, 2025. The parties understand and agree that the Sheriff will report this sum as commissions subject to KRS 64.35(1) and the Government in turn shall receive twenty-five percent (25%) payment from the state on the Sheriff's commission, pursuant to KRS 64.350(1), in the amount of \$87,500.

Section 3. This Agreement shall be for a period of one tax year and thereafter will be subject to renegotiation. The Agreement shall in no way be construed as limiting, reducing or waiving any constitutional or statutory of the Office of Fayette County Sheriff or the Government, including the right to collect taxes, or with respect to the right to assert any claim with respect to compensation for the collection of taxes, in any future agreements. The Sheriff continue rendering all other services to Fayette County as required by law.

Section 4. The preamble be and hereby is incorporated in this Agreement, the same as if fully set out herein.

SHERIFF OF FAYETTE COUNTY

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT



KATHY H. WITT, SHERIFF

By. \_\_\_\_\_

LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF THE URBAN COUNTY COUNCIL

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH KATHY H. WITT, SHERIFF OF FAYETTE COUNTY, FOR THE COLLECTION OF THE AD VALOREM URBAN SERVICE DISTRICT TAXES FOR THE 2024 PROPERTY TAX YEAR, AT A COST NOT TO EXCEED \$350,000.00, WITH THE PAYMENTS TO BE TREATED AS A COMMISSION AND THE URBAN COUNTY GOVERNMENT TO RECEIVE ANY RELATED PAYMENT (\$87,500.00) FROM THE COMMONWEALTH OF KENTUCKY.

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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 the Agreement, which is attached hereto and incorporated herein by reference, with Kathy H. Witt, Sheriff of Fayette County, for the collection of the ad valorem Urban Service District taxes for the 2024 property tax year, with the payments to be treated as a commission and the Lexington-Fayette Urban County Government to receive any related payment from the Commonwealth of Kentucky (\$87,500.00).

Section 2 - That an amount, not to exceed the sum of \$350,000.00, be and hereby is approved for payment to Kathy H. Witt, Sheriff of Fayette County from account # 1115-011001-0001-40960, pursuant to the terms of the agreement; and the payment of any related funds from the Commonwealth of Kentucky to the Lexington-Fayette Urban County Government is hereby accepted.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0909-24:EPT\_4887-3043-4535, v. 1

RESOLUTION NO. 504 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH KATHY H. WITT, SHERIFF OF FAYETTE COUNTY, FOR THE COLLECTION OF THE AD VALOREM URBAN SERVICE DISTRICT TAXES FOR THE 2024 PROPERTY TAX YEAR, AT A COST NOT TO EXCEED \$350,000.00, WITH THE PAYMENTS TO BE TREATED AS A COMMISSION AND THE URBAN COUNTY GOVERNMENT TO RECEIVE ANY RELATED PAYMENT (\$87,500.00) FROM THE COMMONWEALTH OF KENTUCKY.

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 the Agreement, which is attached hereto and incorporated herein by reference, with Kathy H. Witt, Sheriff of Fayette County, for the collection of the ad valorem Urban Service District taxes for the 2024 property tax year, with the payments to be treated as a commission and the Lexington-Fayette Urban County Government to receive any related payment from the Commonwealth of Kentucky (\$87,500.00).

Section 2 - That an amount, not to exceed the sum of \$350,000.00, be and hereby is approved for payment to Kathy H. Witt, Sheriff of Fayette County from account # 1115-011001-0001-40960, pursuant to the terms of the agreement; and the payment of any related funds from the Commonwealth of Kentucky to the Lexington-Fayette Urban County Government is hereby accepted.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL

AGREEMENT

THIS AGREEMENT is effective the 1<sup>st</sup> day of October, 2024, and is by and between KATHY H. WITT, Sheriff of Fayette County, hereinafter referred to as “Sheriff”, and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, hereinafter referred to as “Government”:

WITNESSETH:

WHEREAS, the Sheriff is pursuant to KRS 134.140 the collector of “State, county and district taxes” and is pursuant to KRS 160.010 and 160.500(1) the collector of school taxes;

and

WHEREAS, KRS 91A.070 provides that cities may collect their own taxes or elect to hire the Sheriff to collect them; and the Government’s position is that KRS 67A.060(1) and 67A.070 give Urban county governments all powers of cities not in conflict with the general statutes of the state;

and

WHEREAS, the parties have agreed for the upcoming tax year that the Sheriff will collect the state taxes, county taxes, the school taxes, and the ad valorem urban services taxes pursuant to the terms set forth below:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto have bargained and agreed to the terms of this Agreement as follows:

Section 1. The Sheriff will assume all duties involved in collecting and reporting the ad Valorem urban services taxes. The Sheriff shall pay her bond commission and tax audit fees and not seek a return of these expenses. The Sheriff shall remit all collections to the Government daily via electronic transmission of funds.

Section 2. The Government shall pay the Sheriff the sum of \$350,000 for the ad valorem urban services tax collection services being provided; said sum is to be considered a commission paid for the collection of taxes. This sum shall be payable as follows: \$190,000 on or before November 11, 2024; \$100,000 on or before December 11; 2024 and \$60,000 on or before January 11, 2025. The parties understand and agree that the Sheriff will report this sum as commissions subject to KRS 64.35(1) and the Government in turn shall receive twenty-five percent (25%) payment from the state on the Sheriff's commission, pursuant to KRS 64.350(1), in the amount of \$87,500.

Section 3. This Agreement shall be for a period of one tax year and thereafter will be subject to renegotiation. The Agreement shall in no way be construed as limiting, reducing or waiving any constitutional or statutory of the Office of Fayette County Sheriff or the Government, including the right to collect taxes, or with respect to the right to assert any claim with respect to compensation for the collection of taxes, in any future agreements. The Sheriff continue rendering all other services to Fayette County as required by law.

Section 4. The preamble be and hereby is incorporated in this Agreement, the same as if fully set out herein.

SHERIFF OF FAYETTE COUNTY

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

*Kathy Witt*

By. *Linda Gorton*

KATHY H. WITT, SHERIFF

LINDA GORTON, MAYOR

ATTEST:

*Mackenzie Stack*  
CLERK OF THE URBAN COUNTY COUNCIL

*Deputy*



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0910-24**

**File ID:** 0910-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 286-2024

**In Control:** Urban County Council

**File Created:** 09/06/2024

**File Name:** AFVi Training Contract

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Div. of Facilities and Fleet Management to purchase in-house Level 3 CNG diagnostic testing and repair training from Alternative Fuel Vehicle Institute (AFVI), a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with AFVI, related to the procurement, at a cost not to exceed \$21,625. [Div. of Facilities and Fleet Management, Baradaran]

**Notes:** Stamped and filed in CCO, copy handed back to WAnda Kean 10.18.24 AA

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** AFVi Sole Source Memo, AFVi Contract, AFVi Sole Source Cert, RESO 910-24 AFVi Sole Source 4869-6921-9557 v.1.docx, R-505-2024, 286-2024 - 505-2024 - CONTRACT - 2024 - CLK - Contracts - 10-18-2024

**Enactment Number:** R-505-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Wanda Kean

**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	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0910-24

#### Title

A Resolution authorizing the Div. of Facilities and Fleet Management to purchase in-house Level 3 CNG diagnostic testing and repair training from Alternative Fuel Vehicle Institute (AFVI), a sole source provider, and authorizing the Mayor, on behalf of the Urban County

Government, to execute any necessary Agreement with AFVI, related to the procurement, at a cost not to exceed \$21,625. [Div. of Facilities and Fleet Management, Baradaran]

**Summary**

Authorization to enter into an Agreement with AFVi (Alternative Fuel Vehicle Institute), a sole source provider, to provide a Level 3 CNG diagnostic and repair training for ten technicians at Fleet Services at a cost of \$21,625. Funds are Budgeted. (L0910-24) (Baradaran/Ford)

Budgetary Implications Yes

Advance Document Review:

**Law:** Yes- Completed by Gabriel Thatcher 9/5/2024

**Risk Management:** No

Fully Budgeted - Yes

Account Number: 1101-707301-0001-74102

This Fiscal Year Impact: \$21,625

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$25,600



**TO:** Mayor Linda Gorton  
Honorable Members, Urban County Council

**FROM:** *Wanda Kean*  
Wanda Kean, Deputy Director

**DATE:** September 6, 2024

**SUBJECT:** Sole source procurement from AFVi (Alternative Fuel Vehicle Institute)

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**Request:**

Authorization to issue a sole source status to AFVi (Alternative Fuel Vehicle Institute)

**Purpose:**

The Division of Facilities and Fleet Management is requesting a sole source status be issued to AFVi (Alternative Fuel Vehicle Institute) for in-house Level 3 CNG diagnostic and repair training for ten technicians.

**Budgetary Implication:**

The cost for fiscal year 2025 is \$21,625

**Are the funds budgeted?**

Yes 1101-707301-0001-74102

**File Number: 0910-24**

**Director/Commissioner:** Jamshid Baradaran/Chris Ford





Accredited Training Provider

September 5, 2024

James Baker  
Operations Manager  
Lexington Fayette Urban County Government  
200 E. Main St.  
Lexington, KY 40507

Dear James,

Thomason & Associates, Inc., dba Alternative Fuel Vehicle Institute (“AFVi®”)\* is pleased to submit this proposal and agreement (“Agreement”) to deliver our Heavy-Duty NGV Maintenance and Diagnostics Training to up to ten (10) technicians of Lexington Fayette Urban County Government (“Client”). \*AFVi and AFVi Alternative Fuel Vehicle Institute are Registered Trademarks of Thomason & Associates, Inc.

**NGV Essentials and Safety Practices is a prerequisite for the Heavy-Duty NGV Maintenance and Diagnostics Training.** Should Client choose to enroll students in the Heavy-Duty NGV Maintenance and Diagnostics Training who have not previously completed the prerequisite, AFVi will require those students complete the prerequisite course at a rate of \$495 per student. Client will be invoiced prior to the assignment of the prerequisite course and students will need to complete the prerequisite course prior to AFVi’s arrival to deliver the onsite training.

#### **Heavy-Duty NGV Maintenance and Diagnostics Training**

The number one challenge facing heavy-duty NGV technicians is how to distinguish between a fuel quality problem, a fuel system problem or an engine problem. This two-day training course is the only training available that treats these three elements as a system and helps technicians understand how they are interrelated. Emphasis is placed on the safety knowledge and repair practices that are unique for Cummins heavy-duty natural gas engines. The course covers the components of all CNG fuel systems (regardless of manufacturer), as well as all Cummins 6.7 Liter, 9 Liter and 12 Liter natural gas engines.

The course includes operational theory with more than a dozen hands-on exercises. It is a perfect prerequisite to fuel system or engine manufacturer training. This course also helps prepare technicians for the ASE H1 exam.

The learning objectives for this course include:

- Identify and compare the properties and characteristics of CNG and LNG to diesel
- Describe the safety procedures necessary to maintain and repair CNG and LNG vehicles

- Identify and describe the operation, maintenance, diagnostics, and repair of the low- and high-pressure components of a CNG fuel system
- Identify the unique components and operation of the Cummins 6.7 Liter, 9 Liter and 12-liter natural gas engines and emissions control system
- Identify and describe fuel system and engine component maintenance intervals and procedures unique to Cummins powered NGVs
- Describe basic diagnostic procedures for Cummins 6.7 Liter, 9 Liter and 12-liter natural gas engines
- Identify diagnostic procedures and interpret data for electrical related issues, sensors and solenoids using wiring diagrams and other tools
- Diagnose hard starting and/or poor drivability issues
- Identify unique components and operation of LNG (saturated) and HPDI (unsaturated) LNG fuel systems
- Increase the technician's knowledge and preparation for successful completion of the Cummins natural gas engine certifications and/or the ASE H1 Alternative Fuels certification exam

### **About AFVi**

AFVi is North America's leading provider of education and training programs and technical consulting on natural gas vehicles and fueling technologies. Established in 1989, AFVi has worked with hundreds of companies and government agencies throughout the U.S. and worldwide to help them achieve their NGV goals. We continually strive to deliver the most up-to-date and effective natural gas vehicle and fueling station training to our customers. As part of this process, we survey all participants of our in-house training programs and incorporate the feedback into future presentations. On a scale of 1 to 5, with 5 being the highest level of satisfaction, we continually receive an average 4.8 satisfaction rating and have successfully trained more than 25,000 students in the United States and worldwide.

### **AFVi is an ASE-Accredited CASE Training Provider**

AFVi is the first and only ASE-accredited CASE provider that specializes in training for the natural gas vehicle industry. Selecting an ASE-accredited CASE training provider ensures that the training method is professional, structured, and effective. Additionally, ASE-accredited training providers are authorized to provide CEUs (Continuing Education Units) to the participants who successfully meet the requirements.

Continuing Automotive Service Education (CASE) is a rigorous evaluation process administered by the National Institute of Automotive Service Excellence (ASE) and the Automotive Training Managers Council (ATMC). ASE-accredited CASE providers are reviewed based on training technique, student assessment methods, validity of the training material, instructor qualifications, and administrative processes. To date, only 53 elite companies have obtained ASE accreditation, including American Honda, General Motors, Lexus, Nissan, Penske, and Toyota.

### **AFVi Instructors**

#### **Duane Lippincott**

Duane Lippincott joined the AFVi team after a 30-year career in the Automotive Department at UPS, which oversees both maintenance and engineering. In 2005, he accepted an assignment in UPS Corporate Automotive Engineering as the Maintenance and Engineering Manager for the Class 8 power fleet, and most recently served as Director of Learning and Development with responsibility for all UPS automotive personnel in North America. As a leader in the NGV industry, Duane also has served on the

Board of Directors of the Technology Maintenance Council of the American Trucking Association. He is a TMC Silver Sparkplug recipient, which is TMC's highest award. His work with TMC has afforded Duane close relationships with decision makers of all the key North American fleets using CNG as a transportation fuel.

#### **David Futscher**

David Futscher is a 45-year veteran in the transportation industry, working as an automotive technician, fleet supervisor and fleet manager on automobiles, delivery vehicles, tractor trailers and aviation ground support equipment. Prior to joining AFVi, David held a 31-year career at UPS, responsible for over 4,000 delivery and transportation vehicles. During this time, he developed extensive hands-on experience in natural gas vehicle maintenance and repair. In addition, David collaborated with the Kentucky Clean Fuels Coalition to establish training for First Responders and Law Enforcement on proper and safe methods to address alternative fueled vehicles involved in an accident or fire.

#### **Dan Richards, Instructor**

Dan Richards joined AFVi after a 30-year career in the transportation industry. He began his career rebuilding truck engines and maintaining industrial and farm equipment. For 26 years Dan worked for UPS in a variety of fleet-related roles. He was responsible for maintenance and supervision of ground, ground support, and tractor trailer fleets and worked as a Regional Training Manager coordinating manufacturer training and delivering internal training for technicians, supervisors, and managers. He also collaborated on corporate initiatives including telematics rollout, method time study procedures and training for vehicle software rollouts.

#### **Scope of Work/Deliverables**

AFVi will deliver Heavy-Duty NGV Maintenance and Diagnostics Training to up to ten (10) technicians of Client. Each attendee of the Course will receive the intensive technical training described above. They will also receive a comprehensive manual that will serve as an invaluable reference tool. All documents, manuals or other materials delivered by AFVi to Client or its employees shall be and remain the intellectual property of AFVi. Accordingly, Client agrees that Client shall, prior to AFVi delivering the Course or any associated documents/manuals, execute the Limited License and Non-Disclosure Agreement attached hereto as Exhibit A.

#### **Schedule and Training Location**

The Courses will be held at your facility in Lexington, Kentucky on dates that will be mutually agreed upon by Client and AFVi. The cost of meeting space, meals, refreshments, etc., is not included in the cost estimate of this proposal. Client will be responsible for providing a meeting space to comfortably accommodate the group size. The meeting room must be on a first floor, or if on an upper level, must be accessible by elevator. If an elevator is not available, Client agrees to take responsibility for moving the training materials to and from the meeting space. Client must also provide a screen and projector or smart TV at the Course location. AFVi will provide the laptop computer and HDMI cable to connect to the projector or smart TV.

#### **Vehicles/Training Aids**

When AFVi delivers Heavy-Duty NGV Maintenance and Diagnostics Training, AFVi ships various tools and other training aids to the training location for use during the Course. In addition, it can be advantageous to have Client-owned CNG powered vehicles available. If desired, your CNG powered vehicles (the

“Vehicles”) can be used for this purpose during the hands-on portion of the Course. By signing below, Client hereby represents and warrants that all equipment to be provided by Client at the Course, including the Vehicles, shall be in good repair and safe for use at the time of the Course.

**Cost**

The cost to deliver these Courses is set forth in the chart below. This cost includes preparation and delivery of the training courses, manuals, instructor travel and material shipping. No refund will be issued if less than the specified number of students attends. Should Client wish to train additional employees, others may attend at the per student price indicated in the chart below. Final billing will be based on the attendee count provided by the Client to AFVi in writing prior to training, should it exceed the contracted total.

<b>Client Cost - In Person Training</b>	
Heavy-Duty NGV Maintenance and Diagnostics Training for up to (10)	\$ 21,625
Additional Per Student Rate \$1,895	-
<b>Total</b>	<b>\$ 21,625</b>

**Final Student Guarantee and Final Cost**

Four weeks prior to the scheduled training, AFVi will request a complete list of the guaranteed students for the classes. This list will need to include the name, company, title and unique email address of each attendee. Failure to provide a unique email address will prohibit students from being assigned any on-demand e-learning courses, the online certification exam, or receiving certification exam results. The guarantee must be submitted to AFVi in writing twenty-one days prior to the scheduled training classes. AFVi reserves the right to deny attendance to any student whose job title and/or company prohibits them from being a candidate for the training classes.

The guarantee is the number of students for which AFVi will have materials and will be prepared to train. Should more students than guaranteed attend the classes, please note that these students will not have pre-prepared training manuals or other class materials. Upon completion of the necessary documentation, these materials will be printed and shipped after the courses are completed.

If AFVi has not received the Client guarantee in writing within twenty-one days of the scheduled training classes, AFVi will be prepared to train the minimum number of students described in this proposal and additional students will not have pre-prepared training manuals or other class materials.

**Training Manuals**

The content of AFVi’s training manuals is copyright protected (see Exhibit A.) In addition, to ensure quality of learning, all training manuals distributed by AFVi must accompany instructor led training. AFVi does not sell training manuals separately or provide manuals in excess of the exact number of students trained in each class.

**Procurement of AFVi Services**

This proposal is valid for ninety (90) calendar days following the date of this letter, and will expire automatically at the end of such period unless otherwise agreed by AFVi. By returning a counter-signed

copy of this Agreement and signed Limited License and Non-Disclosure Agreement (Exhibit A), the Client agrees to retain AFVi to provide the services described herein and to satisfy all other obligations of Client as set forth hereunder. **AFVi must receive the signed Agreement and purchase order in the amount specified in Billing Procedures below four weeks prior to confirming delivery dates, commencing work on the project and/or scheduling travel.**

Please direct all purchasing or contracting inquiries to:

Amanda Christian  
Account Executive  
Thomason & Associates, Inc.,  
dba Alternative Fuel Vehicle Institute (AFVi)  
7201 W. Lake Mead Blvd. STE 230  
Las Vegas, NV 89128  
Phone: 702-254-4180 ext. 104  
Email: [achristian@afvi.com](mailto:achristian@afvi.com)

**Client Accounting Contact (please fill in):**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Billing Procedures**

A purchase order in the amount of \$21,625 is due upon execution of this Agreement by the Client and will be invoiced against upon receipt. Invoices may be paid by credit card, ACH payment or check. Training dates will not be confirmed until payment is received. Past due balances will be assessed interest at the rate of 1% per month. If Client wishes to increase the number of attendees after execution of this Agreement, a revised purchase order must accompany the request.

**Limitation of Liability**

Client hereby acknowledges that the purpose of the Courses is to equip Client's employees and other attendees with the tools to ensure vehicle fuel system and/or natural gas fueling station safety and integrity, and that AFVi, despite undertaking to provide such instruction, shall have no responsibility for any acts or omissions of Client, its employees, owners or agents, with respect to matters of vehicle fuel system and/or natural gas fueling station safety and integrity, or any other matter, except to the extent, by action or omission, AFVi or its employees are shown to have been negligent. Further, Client acknowledges that how the Client chooses to implement the techniques and principles discussed in the Courses, and any consequences associated with the same, shall be the sole responsibility of Client.

Accordingly, to the extent permissible by law, Client, on behalf of itself, its employees, officers, directors, owners, agents, successors and assigns does hereby release, waive and forever discharge AFVi from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which may arise in connection with the Courses and any associated manuals or information, and, to the extent permissible by law, Client hereby agrees to indemnify, hold harmless and defend AFVi against any lawsuits or claims associated with the same, whether brought by Client or other third party, except to the extent, by action or omission, AFVi or its employees are shown to have been negligent. Without limiting the generality of the foregoing, AFVi shall have no liability with respect to any equipment used at the seminar and not provided by AFVi, including, but without limitation, the Vehicles, except if AFVi causes personal injury or property damage while on LFUCG property. This shall not be deemed a waiver of sovereign immunity or any other third-party defense.

**No Legal Advice**

Client hereby acknowledges that nothing in these Courses or the presentation of the same by AFVi shall constitute legal advice on the part of AFVi. If the Client, its agents and employees desire legal advice, Client is advised to seek the advice of legal counsel of their choosing.

**Cancellation**

Once this Agreement is executed and the training date is confirmed, cancellations are prohibited. At that time AFVi will begin incurring expenses, including booking travel and trainer time, and preparing materials. In the event that Client is unable or unwilling to host these Courses, the retainer payment will not be refunded. Should Client request to reschedule, a reschedule fee will apply. An invoice for the reschedule fee will be issued to Client and will be due on receipt. Payment must be collected prior to confirming new dates.

AFVi reserves the right to cancel the Course due to travel restrictions, medical emergencies or other extenuating circumstances. In the unlikely event that a Course is cancelled, the training will be rescheduled on a mutually agreeable date.

**Miscellaneous**

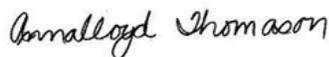
This Agreement shall be exclusively governed by and construed under the laws of Commonwealth of Kentucky, without regard to its conflicts of principles. The venue of any lawsuit or other action based upon this Agreement shall be in Fayette County, Kentucky. If either party hereby commences or is made a party to a lawsuit, or other legal proceeding to enforce or interpret this Agreement, the prevailing party in such lawsuit or other legal proceeding shall be entitled to recover from the other party all attorney fees, costs and expenses incurred in connection with the same. Each party whose signature appears below represents that he or she has read all of the foregoing provisions, understands them, and is duly authorized to sign this Agreement.

This Agreement is the entire, final, complete, and fully integrated agreement between AFVi and Client and supersedes any other agreements or communications, whether written, oral, electronic or otherwise.

We look forward to delivering these Courses to the employees of Lexington Fayette Urban County Government. If these terms are acceptable and you would like to secure a training date, please have the appropriate person sign in the designated place at the bottom of this letter and return it with a purchase order in the amount of \$21,625 to the attention of Amand Christian, Account Executive (702-254-4180, [achristian@afvi.com](mailto:achristian@afvi.com)).

For AFVi:

For Lexington Fayette Urban County Government:



\_\_\_\_\_  
Signature

Annalloyd Thomason

\_\_\_\_\_  
Name (Print)

Vice President/General Manager

\_\_\_\_\_

Title

September 5, 2024

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Date

**Exhibit A**  
**Limited License and Non-Disclosure Agreement**  
**(to be signed by Client)**

**See Attached**



## LIMITED LICENSE AND NON-DISCLOSURE AGREEMENT

This Limited License and Non-Disclosure Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2024 by and among Thomason & Associates, Inc., dba Alternative Fuel Vehicle Institute (“AFVi”), and Lexington Fayette Urban County Government (“Client”), pursuant to that certain letter of agreement dated September 5, 2024 executed by AFVi and Client (the “Letter of Agreement”). Pursuant to such Letter of Agreement, AFVi has agreed to provide certain training to Client’s employees and invitees (“Courses”), as more particularly described in the Letter of Agreement. In conducting such Courses, AFVi will provide to the individual persons registering for, or physically attending such Courses, as applicable (the "Participants"), certain information that is copyrighted and may be considered confidential. To ensure the protection of such information and in consideration of AFVi’s agreement to provide said information, the parties agree as follows:

1. The confidential information to be disclosed by AFVi to Participants under this Agreement (“Confidential Information”) includes AFVi copyrighted materials contained within a manual, a PowerPoint presentation, manual or other materials, and includes technical and business information relating to AFVi’s proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, customers, clients, marketing and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

2. Subject to the terms and conditions of this Agreement, AFVi hereby grants during the Term of this Agreement, a limited, non-exclusive, revocable, non-transferable right and license to Client for the Participants to use the Confidential Information for internal non-commercial purposes not inconsistent with the restrictions on use stated herein. Client agrees the Confidential Information may not be used, directly or indirectly, to benefit any other person or entity other than Client.

3. Client acknowledges Client and their Participants are receiving copyrighted materials of AFVi and that the Confidential Information is provided for the Client's Participants' use only. Client agrees not to redistribute these materials to any other persons or organizations without first obtaining the express written consent of AFVi. Specifically, but without limiting the foregoing, Client agrees that Client shall not, without the prior express written consent of AFVi:

- a. copy (physically or electronically), distribute, translate or disclose any Confidential Information to any non-Participants (whether an individual, organization or entity);
- b. use or cause the use of the Confidential Information to develop training materials for Client or any affiliate of Client, or any other business, with or without the purpose of competing with AFVi and its Courses, whether presently existing or offered in the future;
- c. use the Confidential Information or any excerpt therefrom in any publication, including but not limited to websites, social media, company brochures or other literature, however published; or
- d. use or modify or alter the Confidential Information to develop, create or support any derivative materials or works, in any manner or medium whatsoever, whether used as a basis for Client’s own written or electronic materials, or otherwise;
- e. transfer, sell, rent, lease, distribute, or sublicense any Confidential Information to any non-Participants;
- f. alter or remove any proprietary notices in the Confidential Information.

4. This Agreement imposes no obligation upon Client with respect to any Confidential Information (a) that was in Client's possession before receipt from AFVi; (b) is or becomes a matter of public knowledge through no fault of Client; or (c) is independently developed by Client. Client may disclose Confidential Information if such Confidential Information is legally compelled to be disclosed or required to be disclosed pursuant to law or regulation, *provided*, that to the extent permitted by law or the requesting entity, Client gives AFVi prompt notice of and a reasonable opportunity to challenge such required disclosure; and *provided, further*, that disclosure may be made only to the extent to which Client is legally required.

5. Non-solicitation. During the Agreement and for a period of twelve (12) months following its expiration or earlier, lawful termination, Client shall not solicit or approach in any way any of AFVi's employees or contract staff ("Restricted Persons") with a view to: (a) offering the Restricted Persons employment; or (b) soliciting services from the Restricted Persons on their own account; or (c) encouraging the Restricted Persons to provide their services to a third party rather than AFVi; or (d) offering to the Restricted Persons the opportunity to perform services similar to the services delivered pursuant to this Agreement. In the event of a breach of this clause resulting in any Restricted Persons leaving the employment of AFVi and commencing working for Client (as an employee or an independent contractor) then the Client shall pay to AFVi as liquidated damages (which both parties hereby agree shall be a genuine pre-estimate of loss and not a penalty) a sum equal to 50% of the gross salary for the preceding 12 months (including benefits) of each of the applicable Restricted Persons.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Client any rights, license or authority in or to the information presented. All information presented and all worldwide intellectual property rights therein including copyrights, are wholly owned solely by AFVi, who shall retain all right, title and interest in and to all information presented. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Term of the Agreement. The term of this Agreement will begin on the date the Letter of Agreement is signed, or the date any Confidential Information is provided to Client, whichever is earlier. This Agreement ends two years after the commencement date, except the provisions of sections 3, 6, 8, 9 and 10 which do not expire until AFVi's rights in those confidential or copyrighted materials expire. In the event of (a) a violation of this Agreement, (b) termination of this Agreement, or (c) notification by AFVi to Client that Client is believed to be in breach of this Agreement, Client agrees to destroy or return all Confidential Information to AFVi within 24 hours of demand for same, followed immediately by certification in writing that all physical copies have been destroyed or returned and that all electronic copies have been permanently deleted from every electronic device under Client's control. Termination will not affect any claim, liability or right arising prior to termination.

8. Client and AFVi further acknowledge and agree that the unauthorized disclosure of the Confidential Information may cause immediate and irreparable harm to AFVi that will not be compensable by damages alone if Client repudiates or breaches any of the provisions hereof or threatens or attempts to do so. As a result of the unique nature of the Confidential Information, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, Client acknowledges that AFVi shall be entitled to obtain a temporary, preliminary and permanent injunction in a court of competent jurisdiction to prevent or restrain any actual or threatened breach of this Agreement by Client or any person or entity acting in concert therewith. To the extent permissible by law, in connection with any application for injunctive relief, Client hereby waives the claim or defense that an adequate remedy exists at law and Client understands that Client shall be liable for all reasonable costs and expenses incurred by AFVi in enforcing the terms of this Agreement, including but not limited to attorneys' fees to the extent Client is found to have breached the terms of this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third party defense.

9. Client acknowledges that the purpose of the Courses is to educate Participants regarding the safe operation, inspection, maintenance and repair of natural gas vehicles or compressed natural gas fueling stations, and that AFVi shall not have any responsibility for any acts or omissions of such attendees with respect to natural gas matters, whether such acts or omissions occur before the Courses or otherwise. Further, Client acknowledges that how the

Participants choose to implement the techniques and principles discussed at the Courses, and any consequences associated with the same, shall be at the Clients' sole risk. Accordingly, notwithstanding anything in this Agreement to the contrary, Client does hereby release, waive and forever discharge AFVi from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which may arise in connection with how the Participants implement the Course Material and any associated manuals or information, but excluding any third-party claims or threats of claims arising from AFVi's ownership or use of the Confidential Information or any other intellectual property of AFVi.

Specifically and without limiting the foregoing, in no event will AFVi be liable for any claim based upon a third-party claim, or any incidental, consequential, special, indirect, exemplary or punitive damages, whether arising in tort, contract, from a statute or otherwise, or for any damages arising out of or in connection with any malfunctions, delays, loss of data, lost profits, loss savings, interruption of service, loss of business or anticipatory profits, even if AFVi has been advised of the possibility of such damages. AFVi's aggregate and cumulative liability arising out of or relating to this agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise will be limited to direct damages and will not exceed one thousand dollars (\$1000.00), except if AFVi causes personal injury or property damage while on LFUCG property. The allocations of liability represent the agreed and bargained for understanding of the parties, and the compensation of AFVi for the services provided hereunder reflects such allocations.

10. Warranty Disclaimer. All materials are provided "as is" and without warranties or conditions of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

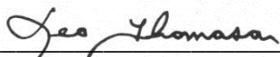
11. This Agreement and the aforementioned Letter of Agreement together state the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto; provided, however, that in the event of any inconsistency between this Agreement and the Letter of Agreement, the terms of this Agreement shall control. Any addition or modification to this Agreement must be made in writing and signed by both parties.

12. General. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such assignment in violation of this section shall be void. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of AFVi and Client and do not create any right in favor of any third-party. This Agreement will be governed by the laws of the State of Nevada, without reference to the principles of conflicts of Law. The parties acknowledge and agree that this Agreement relates solely to the performance of services (not to the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. It is the intention of the parties that this Agreement is binding on their principles, successors, agents, assigns and representatives. The parties represent and warrant that they have all necessary rights and authority to enter into this Agreement.

**WHEREFORE**, Client acknowledges that Client has read and understands this Agreement and voluntarily accepts the duties and obligations set forth herein.

**ALTERNATIVE FUEL VEHICLE INSTITUTE**

**LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT**

By:   
Name: Leo B. Thomason II  
Title: Executive Director  
Date: September 5, 2024

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**Sole Source Purchases** are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

**Sole Source Services** are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

### Requesting Division

Name \_\_\_\_\_ Division/Dept \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Type of Purchase: ( ) Goods/Materials/Equipment ( ) Services

Cost: \_\_\_\_\_

Sole Source Request for the Purchase of: \_\_\_\_\_

- One Time Purchase       To Establish Sole Source Provider Contract  
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

### Vendor Information

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**STATEMENT OF NEED:** (Add additional pages as needed)



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

**1. Describe the product or service and list the necessary features this product provides that are not available from any other option.**

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**2. Below are eligible reasons for sole source. Check one and describe.**

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

Uniqueness of the service. Describe.

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

Used item with bargain price (describe what a new item would cost). Describe.

Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

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## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

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4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

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5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

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RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FACILITIES AND FLEET MANAGEMENT TO PURCHASE IN-HOUSE LEVEL 3 CNG DIAGNOSTIC TESTING AND REPAIR TRAINING FROM ALTERNATIVE FUEL VEHICLE INSTITUTE (AFVI), A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH AFVI, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$21,625.00.

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

Section 1 – That the Division of Facilities and Fleet Management is authorized to purchase in-house level 3 diagnostic testing and repair training from Alternative Fuel Vehicle Institute (AFVi), a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with AFVi, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$21,625.00 be and hereby is approved for payment to AFVi, from the following account #1101-707301-74102.

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

0910-24:GET: 4869-6921-9557, v. 1

RESOLUTION NO. 505 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FACILITIES AND FLEET MANAGEMENT TO PURCHASE IN-HOUSE LEVEL 3 CNG DIAGNOSTIC TESTING AND REPAIR TRAINING FROM ALTERNATIVE FUEL VEHICLE INSTITUTE (AFVI), A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH AFVI, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$21,625.00.

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

Section 1 – That the Division of Facilities and Fleet Management is authorized to purchase in-house level 3 diagnostic testing and repair training from Alternative Fuel Vehicle Institute (AFVi), a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with AFVi, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$21,625.00 be and hereby is approved for payment to AFVi, from the following account #1101-707301-74102.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

  
MAYOR

ATTEST:  
  
CLERK OF URBAN COUNTY COUNCIL  
0910-24:GET: 4869-6921-9557, v. 1



Accredited Training Provider

September 5, 2024

James Baker  
Operations Manager  
Lexington Fayette Urban County Government  
200 E. Main St.  
Lexington, KY 40507

Dear James,

Thomason & Associates, Inc., dba Alternative Fuel Vehicle Institute ("AFVi®")\* is pleased to submit this proposal and agreement ("Agreement") to deliver our Heavy-Duty NGV Maintenance and Diagnostics Training to up to ten (10) technicians of Lexington Fayette Urban County Government ("Client"). \*AFVi and AFVi Alternative Fuel Vehicle Institute are Registered Trademarks of Thomason & Associates, Inc.

**NGV Essentials and Safety Practices is a prerequisite for the Heavy-Duty NGV Maintenance and Diagnostics Training.** Should Client choose to enroll students in the Heavy-Duty NGV Maintenance and Diagnostics Training who have not previously completed the prerequisite, AFVi will require those students complete the prerequisite course at a rate of \$495 per student. Client will be invoiced prior to the assignment of the prerequisite course and students will need to complete the prerequisite course prior to AFVi's arrival to deliver the onsite training.

#### **Heavy-Duty NGV Maintenance and Diagnostics Training**

The number one challenge facing heavy-duty NGV technicians is how to distinguish between a fuel quality problem, a fuel system problem or an engine problem. This two-day training course is the only training available that treats these three elements as a system and helps technicians understand how they are interrelated. Emphasis is placed on the safety knowledge and repair practices that are unique for Cummins heavy-duty natural gas engines. The course covers the components of all CNG fuel systems (regardless of manufacturer), as well as all Cummins 6.7 Liter, 9 Liter and 12 Liter natural gas engines.

The course includes operational theory with more than a dozen hands-on exercises. It is a perfect prerequisite to fuel system or engine manufacturer training. This course also helps prepare technicians for the ASE H1 exam.

The learning objectives for this course include:

- Identify and compare the properties and characteristics of CNG and LNG to diesel
- Describe the safety procedures necessary to maintain and repair CNG and LNG vehicles
- Identify and describe the operation, maintenance, diagnostics, and repair of the low- and high-pressure components of a CNG fuel system
- Identify the unique components and operation of the Cummins 6.7 Liter, 9 Liter and 12-liter natural gas engines and emissions control system
- Identify and describe fuel system and engine component maintenance intervals and procedures unique to Cummins powered NGVs
- Describe basic diagnostic procedures for Cummins 6.7 Liter, 9 Liter and 12-liter natural gas engines
- Identify diagnostic procedures and interpret data for electrical related issues, sensors and solenoids using wiring diagrams and other tools
- Diagnose hard starting and/or poor drivability issues
- Identify unique components and operation of LNG (saturated) and HPDI (unsaturated) LNG fuel systems

- Increase the technician's knowledge and preparation for successful completion of the Cummins natural gas engine certifications and/or the ASE H1 Alternative Fuels certification exam

#### **About AFVi**

AFVi is North America's leading provider of education and training programs and technical consulting on natural gas vehicles and fueling technologies. Established in 1989, AFVi has worked with hundreds of companies and government agencies throughout the U.S. and worldwide to help them achieve their NGV goals. We continually strive to deliver the most up-to-date and effective natural gas vehicle and fueling station training to our customers. As part of this process, we survey all participants of our in-house training programs and incorporate the feedback into future presentations. On a scale of 1 to 5, with 5 being the highest level of satisfaction, we continually receive an average 4.8 satisfaction rating and have successfully trained more than 25,000 students in the United States and worldwide.

#### **AFVi is an ASE-Accredited CASE Training Provider**

AFVi is the first and only ASE-accredited CASE provider that specializes in training for the natural gas vehicle industry. Selecting an ASE-accredited CASE training provider ensures that the training method is professional, structured, and effective. Additionally, ASE-accredited training providers are authorized to provide CEUs (Continuing Education Units) to the participants who successfully meet the requirements.

Continuing Automotive Service Education (CASE) is a rigorous evaluation process administered by the National Institute of Automotive Service Excellence (ASE) and the Automotive Training Managers Council (ATMC). ASE-accredited CASE providers are reviewed based on training technique, student assessment methods, validity of the training material, instructor qualifications, and administrative processes. To date, only 53 elite companies have obtained ASE accreditation, including American Honda, General Motors, Lexus, Nissan, Penske, and Toyota.

#### **AFVi Instructors**

##### **Duane Lippincott**

Duane Lippincott joined the AFVi team after a 30-year career in the Automotive Department at UPS, which oversees both maintenance and engineering. In 2005, he accepted an assignment in UPS Corporate Automotive Engineering as the Maintenance and Engineering Manager for the Class 8 power fleet, and most recently served as Director of Learning and Development with responsibility for all UPS automotive personnel in North America. As a leader in the NGV industry, Duane also has served on the Board of Directors of the Technology Maintenance Council of the American Trucking Association. He is a TMC Silver Sparkplug recipient, which is TMC's highest award. His work with TMC has afforded Duane close relationships with decision makers of all the key North American fleets using CNG as a transportation fuel.

##### **David Futscher**

David Futscher is a 45-year veteran in the transportation industry, working as an automotive technician, fleet supervisor and fleet manager on automobiles, delivery vehicles, tractor trailers and aviation ground support equipment. Prior to joining AFVi, David held a 31-year career at UPS, responsible for over 4,000 delivery and transportation vehicles. During this time, he developed extensive hands-on experience in natural gas vehicle maintenance and repair. In addition, David collaborated with the Kentucky Clean Fuels Coalition to establish training for First Responders and Law Enforcement on proper and safe methods to address alternative fueled vehicles involved in an accident or fire.

##### **Dan Richards, Instructor**

Dan Richards joined AFVi after a 30-year career in the transportation industry. He began his career rebuilding truck engines and maintaining industrial and farm equipment. For 26 years Dan worked for UPS in a variety of fleet-related roles. He was responsible for maintenance and supervision of ground, ground support, and tractor trailer fleets and worked as a Regional Training Manager coordinating manufacturer training and delivering internal training for

technicians, supervisors, and managers. He also collaborated on corporate initiatives including telematics rollout, method time study procedures and training for vehicle software rollouts.

**Scope of Work/Deliverables**

AFVi will deliver Heavy-Duty NGV Maintenance and Diagnostics Training to up to ten (10) technicians of Client. Each attendee of the Course will receive the intensive technical training described above. They will also receive a comprehensive manual that will serve as an invaluable reference tool. All documents, manuals or other materials delivered by AFVi to Client or its employees shall be and remain the intellectual property of AFVi. Accordingly, Client agrees that Client shall, prior to AFVi delivering the Course or any associated documents/manuals, execute the Limited License and Non-Disclosure Agreement attached hereto as Exhibit A.

**Schedule and Training Location**

The Courses will be held at your facility in Lexington, Kentucky on dates that will be mutually agreed upon by Client and AFVi. The cost of meeting space, meals, refreshments, etc., is not included in the cost estimate of this proposal. Client will be responsible for providing a meeting space to comfortably accommodate the group size. The meeting room must be on a first floor, or if on an upper level, must be accessible by elevator. If an elevator is not available, Client agrees to take responsibility for moving the training materials to and from the meeting space. Client must also provide a screen and projector or smart TV at the Course location. AFVi will provide the laptop computer and HDMI cable to connect to the projector or smart TV.

**Vehicles/Training Aids**

When AFVi delivers Heavy-Duty NGV Maintenance and Diagnostics Training, AFVi ships various tools and other training aids to the training location for use during the Course. In addition, it can be advantageous to have Client-owned CNG powered vehicles available. If desired, your CNG powered vehicles (the "Vehicles") can be used for this purpose during the hands-on portion of the Course. By signing below, Client hereby represents and warrants that all equipment to be provided by Client at the Course, including the Vehicles, shall be in good repair and safe for use at the time of the Course.

**Cost**

The cost to deliver these Courses is set forth in the chart below. This cost includes preparation and delivery of the training courses, manuals, instructor travel and material shipping. No refund will be issued if less than the specified number of students attends. Should Client wish to train additional employees, others may attend at the per student price indicated in the chart below. Final billing will be based on the attendee count provided by the Client to AFVi in writing prior to training, should it exceed the contracted total.

<b>Client Cost - In Person Training</b>	
Heavy-Duty NGV Maintenance and Diagnostics Training for up to (10)	\$ 21,625
Additional Per Student Rate \$1,895	-
<b>Total</b>	<b>\$ 21,625</b>

**Final Student Guarantee and Final Cost**

Four weeks prior to the scheduled training, AFVi will request a complete list of the guaranteed students for the classes. This list will need to include the name, company, title and unique email address of each attendee. Failure to provide a unique email address will prohibit students from being assigned any on-demand e-learning courses, the online certification exam, or receiving certification exam results. The guarantee must be submitted to AFVi in writing twenty-one days prior to the scheduled training classes. AFVi reserves the right to deny attendance to any student whose job title and/or company prohibits them from being a candidate for the training classes.

The guarantee is the number of students for which AFVi will have materials and will be prepared to train. Should more students than guaranteed attend the classes, please note that these students will not have pre-prepared training manuals or other class materials. Upon completion of the necessary documentation, these materials will be printed and shipped after the courses are completed.

If AFVi has not received the Client guarantee in writing within twenty-one days of the scheduled training classes, AFVi will be prepared to train the minimum number of students described in this proposal and additional students will not have pre-prepared training manuals or other class materials.

**Training Manuals**

The content of AFVi’s training manuals is copyright protected (see Exhibit A.) In addition, to ensure quality of learning, all training manuals distributed by AFVi must accompany instructor led training. AFVi does not sell training manuals separately or provide manuals in excess of the exact number of students trained in each class.

**Procurement of AFVi Services**

This proposal is valid for ninety (90) calendar days following the date of this letter, and will expire automatically at the end of such period unless otherwise agreed by AFVi. By returning a counter-signed copy of this Agreement and signed Limited License and Non-Disclosure Agreement (Exhibit A), the Client agrees to retain AFVi to provide the services described herein and to satisfy all other obligations of Client as set forth hereunder. **AFVi must receive the signed Agreement and purchase order in the amount specified in Billing Procedures below four weeks prior to confirming delivery dates, commencing work on the project and/or scheduling travel.**

Please direct all purchasing or contracting inquiries to:

Amanda Christian  
Account Executive  
Thomason & Associates, Inc.,  
dba Alternative Fuel Vehicle Institute (AFVi)  
7201 W. Lake Mead Blvd. STE 230  
Las Vegas, NV 89128  
Phone: 702-254-4180 ext. 104  
Email: [achristian@afvi.com](mailto:achristian@afvi.com)

**Client Accounting Contact (please fill in):**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Billing Procedures**

A purchase order in the amount of \$21,625 is due upon execution of this Agreement by the Client and will be invoiced against upon receipt. Invoices may be paid by credit card, ACH payment or check. Training dates will not be confirmed until payment is received. Past due balances will be assessed interest at the rate of 1% per month. If Client wishes to increase the number of attendees after execution of this Agreement, a revised purchase order must accompany the request.

**Limitation of Liability**

Client hereby acknowledges that the purpose of the Courses is to equip Client’s employees and other attendees with the tools to ensure vehicle fuel system and/or natural gas fueling station safety and integrity, and that AFVi, despite undertaking to provide such instruction, shall have no responsibility for any acts or omissions of Client, its employees, owners or agents, with respect to matters of vehicle fuel system and/or natural gas fueling station safety and integrity, or any other matter, except to the extent, by action or omission, AFVi or its employees are shown to have been negligent. Further, Client acknowledges that how the Client chooses to implement the techniques and principles discussed in the Courses, and any consequences associated with the same, shall be the sole responsibility of Client.

Accordingly, to the extent permissible by law, Client, on behalf of itself, its employees, officers, directors, owners, agents, successors and assigns does hereby release, waive and forever discharge AFVi from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which may arise in connection with the Courses and any associated manuals or information, and, to the extent permissible by law, Client hereby agrees to indemnify, hold harmless and defend AFVi against any lawsuits or claims associated with the same, whether brought by Client or other third party, except to the extent, by action or omission, AFVi or its employees are shown to have been negligent. Without limiting the generality of the foregoing, AFVi shall have no liability with respect to any equipment used at the seminar and not provided by AFVi, including, but without limitation, the Vehicles, except if AFVi causes personal injury or property damage while on LFUCG property. This shall not be deemed a waiver of sovereign immunity or any other third-party defense.

#### **No Legal Advice**

Client hereby acknowledges that nothing in these Courses or the presentation of the same by AFVi shall constitute legal advice on the part of AFVi. If the Client, its agents and employees desire legal advice, Client is advised to seek the advice of legal counsel of their choosing.

#### **Cancellation**

Once this Agreement is executed and the training date is confirmed, cancellations are prohibited. At that time AFVi will begin incurring expenses, including booking travel and trainer time, and preparing materials. In the event that Client is unable or unwilling to host these Courses, the retainer payment will not be refunded. Should Client request to reschedule, a reschedule fee will apply. An invoice for the reschedule fee will be issued to Client and will be due on receipt. Payment must be collected prior to confirming new dates.

AFVi reserves the right to cancel the Course due to travel restrictions, medical emergencies or other extenuating circumstances. In the unlikely event that a Course is cancelled, the training will be rescheduled on a mutually agreeable date.

#### **Miscellaneous**

This Agreement shall be exclusively governed by and construed under the laws of Commonwealth of Kentucky, without regard to its conflicts of principles. The venue of any lawsuit or other action based upon this Agreement shall be in Fayette County, Kentucky. If either party hereby commences or is made a party to a lawsuit, or other legal proceeding to enforce or interpret this Agreement, the prevailing party in such lawsuit or other legal proceeding shall be entitled to recover from the other party all attorney fees, costs and expenses incurred in connection with the same. Each party whose signature appears below represents that he or she has read all of the foregoing provisions, understands them, and is duly authorized to sign this Agreement.

This Agreement is the entire, final, complete, and fully integrated agreement between AFVi and Client and supersedes any other agreements or communications, whether written, oral, electronic or otherwise.

We look forward to delivering these Courses to the employees of Lexington Fayette Urban County Government. If these terms are acceptable and you would like to secure a training date, please have the appropriate person sign in the designated place at the bottom of this letter and return it with a purchase order in the amount of \$21,625 to the attention of Amand Christian, Account Executive (702-254-4180, [achristian@afvi.com](mailto:achristian@afvi.com)).

For AFVi:

Annalloyd Thomason  
Signature

Annalloyd Thomason

Vice President/General Manager

October 17, 2024

For Lexington Fayette Urban County Government:

Linda Gorton  
Signature

Linda Gorton  
Name (Print)

Mayor  
Title

10/18/2024  
Date



## LIMITED LICENSE AND NON-DISCLOSURE AGREEMENT

This Limited License and Non-Disclosure Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2024 by and among Thomason & Associates, Inc., dba Alternative Fuel Vehicle Institute ("AFVi"), and Lexington Fayette Urban County Government ("Client"), pursuant to that certain letter of agreement dated October 17, 2024 executed by AFVi and Client (the "Letter of Agreement"). Pursuant to such Letter of Agreement, AFVi has agreed to provide certain training to Client's employees and invitees ("Courses"), as more particularly described in the Letter of Agreement. In conducting such Courses, AFVi will provide to the individual persons registering for, or physically attending such Courses, as applicable (the "Participants"), certain information that is copyrighted and may be considered confidential. To ensure the protection of such information and in consideration of AFVi's agreement to provide said information, the parties agree as follows:

1. The confidential information to be disclosed by AFVi to Participants under this Agreement ("Confidential Information") includes AFVi copyrighted materials contained within a manual, a PowerPoint presentation, manual or other materials, and includes technical and business information relating to AFVi's proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, customers, clients, marketing and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. Subject to the terms and conditions of this Agreement, AFVi hereby grants during the Term of this Agreement, a limited, non-exclusive, revocable, non-transferable right and license to Client for the Participants to use the Confidential Information for internal non-commercial purposes not inconsistent with the restrictions on use stated herein. Client agrees the Confidential Information may not be used, directly or indirectly, to benefit any other person or entity other than Client.
3. Client acknowledges Client and their Participants are receiving copyrighted materials of AFVi and that the Confidential Information is provided for the Client's Participants' use only. Client agrees not to redistribute these materials to any other persons or organizations without first obtaining the express written consent of AFVi. Specifically, but without limiting the foregoing, Client agrees that Client shall not, without the prior express written consent of AFVi:
  - a. copy (physically or electronically), distribute, translate or disclose any Confidential Information to any non-Participants (whether an individual, organization or entity);
  - b. use or cause the use of the Confidential Information to develop training materials for Client or any affiliate of Client, or any other business, with or without the purpose of competing with AFVi and its Courses, whether presently existing or offered in the future;
  - c. use the Confidential Information or any excerpt therefrom in any publication, including but not limited to websites, social media, company brochures or other literature, however published; or
  - d. use or modify or alter the Confidential Information to develop, create or support any derivative materials or works, in any manner or medium whatsoever, whether used as a basis for Client's own written or electronic materials, or otherwise;
  - e. transfer, sell, rent, lease, distribute, or sublicense any Confidential Information to any non-Participants;
  - f. alter or remove any proprietary notices in the Confidential Information.

4. This Agreement imposes no obligation upon Client with respect to any Confidential Information (a) that was in Client's possession before receipt from AFVi; (b) is or becomes a matter of public knowledge through no fault of Client; or (c) is independently developed by Client. Client may disclose Confidential Information if such Confidential Information is legally compelled to be disclosed or required to be disclosed pursuant to law or regulation, *provided*, that to the extent permitted by law or the requesting entity, Client gives AFVi prompt notice of and a reasonable opportunity to challenge such required disclosure; and *provided, further*, that disclosure may be made only to the extent to which Client is legally required.

5. Non-solicitation. During the Agreement and for a period of twelve (12) months following its expiration or earlier, lawful termination, Client shall not solicit or approach in any way any of AFVi's employees or contract staff ("Restricted Persons") with a view to: (a) offering the Restricted Persons employment; or (b) soliciting services from the Restricted Persons on their own account; or (c) encouraging the Restricted Persons to provide their services to a third party rather than AFVi; or (d) offering to the Restricted Persons the opportunity to perform services similar to the services delivered pursuant to this Agreement. In the event of a breach of this clause resulting in any Restricted Persons leaving the employment of AFVi and commencing working for Client (as an employee or an independent contractor) then the Client shall pay to AFVi as liquidated damages (which both parties hereby agree shall be a genuine pre-estimate of loss and not a penalty) a sum equal to 50% of the gross salary for the preceding 12 months (including benefits) of each of the applicable Restricted Persons.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Client any rights, license or authority in or to the information presented. All information presented and all worldwide intellectual property rights therein including copyrights, are wholly owned solely by AFVi, who shall retain all right, title and interest in and to all information presented. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Term of the Agreement. The term of this Agreement will begin on the date the Letter of Agreement is signed, or the date any Confidential Information is provided to Client, whichever is earlier. This Agreement ends two years after the commencement date, except the provisions of sections 3, 6, 8, 9 and 10 which do not expire until AFVi's rights in those confidential or copyrighted materials expire. In the event of (a) a violation of this Agreement, (b) termination of this Agreement, or (c) notification by AFVi to Client that Client is believed to be in breach of this Agreement, Client agrees to destroy or return all Confidential Information to AFVi within 24 hours of demand for same, followed immediately by certification in writing that all physical copies have been destroyed or returned and that all electronic copies have been permanently deleted from every electronic device under Client's control. Termination will not affect any claim, liability or right arising prior to termination.

8. Client and AFVi further acknowledge and agree that the unauthorized disclosure of the Confidential Information may cause immediate and irreparable harm to AFVi that will not be compensable by damages alone if Client repudiates or breaches any of the provisions hereof or threatens or attempts to do so. As a result of the unique nature of the Confidential Information, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, Client acknowledges that AFVi shall be entitled to obtain a temporary, preliminary and permanent injunction in a court of competent jurisdiction to prevent or restrain any actual or threatened breach of this Agreement by Client or any person or entity acting in concert therewith. To the extent permissible by law, in connection with any application for injunctive relief, Client hereby waives the claim or defense that an adequate remedy exists at law and Client understands that Client shall be liable for all reasonable costs and expenses incurred by AFVi in enforcing the terms of this Agreement, including but not limited to attorneys' fees to the extent Client is found to have breached the terms of this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third party defense.

9. Client acknowledges that the purpose of the Courses is to educate Participants regarding the safe operation, inspection, maintenance and repair of natural gas vehicles or compressed natural gas fueling stations, and that AFVi shall not have any responsibility for any acts or omissions of such attendees with respect to natural gas matters, whether such acts or omissions occur before the Courses or otherwise. Further, Client acknowledges that how the

Participants choose to implement the techniques and principles discussed at the Courses, and any consequences associated with the same, shall be at the Clients' sole risk. Accordingly, notwithstanding anything in this Agreement to the contrary, Client does hereby release, waive and forever discharge AFVi from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which may arise in connection with how the Participants implement the Course Material and any associated manuals or information, but excluding any third-party claims or threats of claims arising from AFVi's ownership or use of the Confidential Information or any other intellectual property of AFVi.

Specifically and without limiting the foregoing, in no event will AFVi be liable for any claim based upon a third-party claim, or any incidental, consequential, special, indirect, exemplary or punitive damages, whether arising in tort, contract, from a statute or otherwise, or for any damages arising out of or in connection with any malfunctions, delays, loss of data, lost profits, loss savings, interruption of service, loss of business or anticipatory profits, even if AFVi has been advised of the possibility of such damages. AFVi's aggregate and cumulative liability arising out of or relating to this agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise will be limited to direct damages and will not exceed one thousand dollars (\$1000.00), except if AFVi causes personal injury or property damage while on LFUCG property. The allocations of liability represent the agreed and bargained for understanding of the parties, and the compensation of AFVi for the services provided hereunder reflects such allocations.

10. **Warranty Disclaimer.** All materials are provided "as is" and without warranties or conditions of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

11. This Agreement and the aforementioned Letter of Agreement together state the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto; provided, however, that in the event of any inconsistency between this Agreement and the Letter of Agreement, the terms of this Agreement shall control. Any addition or modification to this Agreement must be made in writing and signed by both parties.

12. **General.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such assignment in violation of this section shall be void. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of AFVi and Client and do not create any right in favor of any third-party. This Agreement will be governed by the laws of the State of Nevada, without reference to the principles of conflicts of Law. The parties acknowledge and agree that this Agreement relates solely to the performance of services (not to the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. It is the intention of the parties that this Agreement is binding on their principles, successors, agents, assigns and representatives. The parties represent and warrant that they have all necessary rights and authority to enter into this Agreement.

**WHEREFORE**, Client acknowledges that Client has read and understands this Agreement and voluntarily accepts the duties and obligations set forth herein.

**ALTERNATIVE FUEL VEHICLE INSTITUTE**

By: *Ann Alloyd Johnson*  
Name: Ann Alloyd Johnson  
Title: VP/ GM  
Date: 10/17/2024

**LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT**

Signature: *Linda Gorton*  
Print Name: Linda Gorton  
Title: Mayor  
Date: 10/18/2024



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0917-24**

**File ID:** 0917-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/09/2024

**File Name:** Lex Grow Trees Grant Program Round 2 Guidelines

**Final Action:** 09/26/2024

**Title:** A Resolution approving the updated guidelines for the Lex Grow Trees Grant Program. [Div. of Environmental Services, Carey]

**Notes:**

**Sponsors:**

**Enactment Date:** 09/26/2024

**Attachments:** bluesheet memo Lex Grow Trees Grant Program Guidelines Round 2, Lex Grow Trees Grant Program Guidelines final 20240904 mark up, LexGrowTrees Grant Program Rubric Round 2 (Final), Lex Grow Trees Grant Program Guidelines final 20240904 full packet, 0917-24 Lex Grow Trees Guidelines 4887-7074-0199 v.1.docx, R-489-2024

**Enactment Number:** R-489-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Carey

**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	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/26/2024	Approved				Pass

**Text of Legislative File 0917-24**

**Title**

A Resolution approving the updated guidelines for the Lex Grow Trees Grant Program. [Div. of Environmental Services, Carey]

**Summary**

Authorization to approve the updated Grant Program Guidelines for Round 2 of the Lex Grow Trees Grants, previously adopted by Resolution 133-2024, to provide additional clarification. No Budgetary impact. (L0917-24) (Carey/Albright)

Budgetary Implications: No

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson, 9/4/24

**Risk Management:** NA

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact:

Annual Impact:

Project:

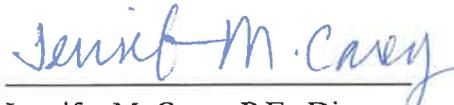
Activity:

Budget Reference:

Current Balance:



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

**FROM:**   
Jennifer M. Carey, P.E., Director  
Division of Environmental Services

**DATE:** August 26, 2024

**SUBJECT:** Lex Grow Trees Grant Program Guidelines for Round 2

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**Request**

The purpose of this memorandum is to request Council authorization of the updated Grant Program Guidelines for Round 2 of the Lex Grow Trees Grants approved by the Tree Canopy Ad Hoc Committee.

**Why are you requesting?**

Following the selection of the Round 1 Lex Grow Trees Grant recipients, the Tree Canopy Ad Hoc Committee sought to provide additional clarification to the program guidelines to assist potential applicants in the second round of grants. Changes include identifying preferred project locations, identifying items ineligible for funding, clarifying how funds will be reimbursed, and updating the scoring rubric. Since the original Grant Program Guidelines were approved by Council as part of Resolution #133-2024 to establish the Lex Grow Trees Grant Program, the updated Grant Program Guidelines are similarly being brought to Council for review and approval.

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

N/A

**Are funds budgeted?**

N/A

**File Number:** 0917-24

**Director / Commissioner:** Carey / Albright



## Lex Grow Trees Grant Program Guidelines

### Round 2 – Fall 2024

#### Objectives

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

#### Background

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized \$1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

1. Mobilization of community and neighborhood tree advocates and stewards
2. Tree planting
3. Tree maintenance
4. Tree education

In the FY22 budget, \$75,000 was allocated to update Lexington's Urban Tree Canopy Study, which had been completed in 2012. The change analysis, completed in the fall of 2022, looked at the most recent data from 2020 as compared to the 2012 data. It provides information on the tree canopy by council district, watershed, census tract, and types of property ownership. The assessment also includes planting plans to achieve various canopy goals. We encourage potential applicants to review this study to help spark potential project ideas.

Based on the Urban Tree Canopy Study, LFUCG-owned properties are, on average, meeting the 30% recommended city-wide canopy goal. The study shows that other publicly-owned properties and most privately-owned properties are in need of increased tree canopy. As such, the Lex Grow Trees Grant Program will provide preference to projects proposed on properties not owned by the City.

#### Eligible Organizations

1. Federally recognized non-profit organizations 501(c)(3)

2. Incorporated, active neighborhood or homeowners associations
3. For profit organizations

**Eligible Activities**

1. Tree planting
2. Tree maintenance
3. Tree education
4. Develop and support tree advocates and stewards

**Ineligible for Funding**

In general, the following items are not eligible for funding; however, potential applicants are encouraged to discuss their proposed project idea with the Division of Environmental Services prior to the application deadline if there are questions about funding eligibility.

1. Planting of trees to fulfill development and/or zoning requirements (e.g., Chapter 17B of the Code of Ordinances, Articles 18 and 26 of the Zoning Ordinance, and Article 6-10 of the Land Subdivision Regulations). Trees proposed for a development site that are in addition to trees that are required by ordinance are potentially eligible for funding if the applicant can demonstrate that they have funds available to complete the required plantings.
2. Tree-related activities, like planting or maintenance, on LFUCG property, or marketing or educational campaigns about trees generally that can be, or is being, performed by LFUCG staff.
3. Indirect costs, including, but not limited to those applied as a percentage of the direct costs of the proposed project budget.

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**Application Requirements**

Applications must include the following information:

1. Organization info
  - a. Name of organization
  - b. Street address and zip code
  - c. Phone number
  - d. Email address
2. Contact information
  - a. Contact person name
  - b. Contact person title
  - c. Contact person phone number
  - d. Contact person email address
3. Project narrative, scope of work, and community objectives (If applicable, include a list of project partners and tree experts who will be engaged in your project.)
4. Project dates and project schedule
  - a. Starting date
  - b. Milestone dates
  - c. Expected completion date
5. Project budget and explanation
6. List the address/addresses and Council District where the project is located. (Find the Council District here: <https://www.lexingtonky.gov/>)

7. Supplemental material
  - a. A minimum of three (3) color photographs of the project area-
  - b. A map of the proposed project location (This can be a screenshot of a map but the project site must be identified.)
  - c. Any other supporting documents or letters of support
8. Page limit: 10 pages with font size 12

### Selection Criteria

Applications for each funding cycle will be evaluated by the Tree Canopy Ad Hoc Committee. Applications and the activities proposed will be evaluated and grant awards will be made based on consideration of the following factors (the scoring rubric is at the end of this document):

1. Location with a focus on equity (See the [2022 Urban Tree Canopy Study](#).)
2. Number of people reached via engagement or education
3. Ability of the applicant to maintain the project
4. Cost efficiency (budget must be specific, justified, and reasonable)
5. Number of trees (newly planted)
6. Number of trees (maintenance or care of existing)

### Additional Grant Program Guidelines and Requirements

1. All applicants must submit a completed application by the deadline.
2. A detailed project plan and budget for all expenses shall be prepared and included in the application. If selected for a grant, a more detailed project plan and budget may be required for the Grant Award.
3. If selected for a grant, the organization must have a taxpayer ID and be willing to provide a W-9 to LFUCG.
4. If selected for a grant, the organization must be willing to sign the Grant Agreement that will be processed for approval by the Urban County Council and the Mayor's signature. A copy of the Grant Agreement is attached.
5. To receive grant funds, grantees will submit Requests for Reimbursement for consideration. Each Request for Reimbursement shall include documentation to support the reimbursement request (e.g., paid invoices, receipts, pay stubs) or quotes for items to be purchased within thirty (30) days of the funds disbursement. The final ten percent (10%) of the grant funds shall not be requested until the project is complete and the final report (see #13 below) is submitted. Upon acceptance of the final report, the final invoice will be processed for payment, and the grant will be closed out.
6. ~~Organizations~~ ~~Grantees~~ will have up to 24 months from the time of the execution of the Grant Agreement to complete the projects.
7. Full responsibility for management of the project lies with the organization awarded funds. This includes the following:
  - a. Obtaining approvals.
  - b. Sign-offs from LFUCG offices regarding species selection, sight distance, encroachment/location issues, planting safety issues, and maintenance specifications.
8. All grant-funded projects must be completed in accordance with applicable local, state, and federal law. All required permits, agreements, permissions, approvals, etc. must be obtained by the grant recipient or their representatives prior to commencing work.

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9. Any project that includes movement of soil and/or land disturbance shall call 811 for utility locating services per state regulations.
10. The project cannot include permanent changes within the street right-of-way without the prior express written approval from LFUCG or KYTC, as appropriate. Likewise, the project cannot include permanent changes on properties not owned and/or controlled by the grant recipient without the prior express written approval from the property owner.
11. Any project proposing tree planting shall follow LFUCG's Planting Manual under the advisement of LFUCG's Urban Forester (see: [www.lexingtonky.gov/forestry](http://www.lexingtonky.gov/forestry)). Grantees are encouraged to contact the Urban Forestry staff with questions about proper planting procedures and correct maintenance techniques.
12. All project materials and any associated marketing must be co-branded using the Lex Grow Trees branding.
13. A final report must be submitted within 30 days of completion of the project. This report shall include:
  - a. A description of the project and the benefits derived from its implementation;
  - b. Locations of trees planted, including species;
  - c. Locations of trees pruned or maintained, including species;
  - d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
  - e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
  - f. A summary table comparing the project budget to actual expenditures, along with supporting documentation;
  - g. Sample outreach and/or educational materials used.

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Lex Grow Trees Grant Program	APPLICANT NAME	INSERT NAME	NOTES & FEEDBACK
	FUNDING REQUESTED	INSERT AMOUNT REQUESTED	
<b>PROJECT IMPACT (20%)</b>			
Is the project location within the focus areas identified by the grant program and/or the 2022 Urban Tree Canopy Assessment?	Points Available:		
i. Mobilization of community and neighborhood tree advocates and stewards			
ii. Tree planting			
iii. Tree maintenance		10	
iv. Tree education			
Is the project location within an area with low tree canopy coverage (e.g., Council Districts, Census Tracts, etc. that are identified in the 2022 Urban Tree Canopy Assessment or in TreePlotter) or in an area of priority for environmental and/or human health?		10	
<b>Total Score:</b>		20	0
<b>PROJECT ENGAGEMENT (25%)</b>			
Does the applicant demonstrate a community need for the project?	Points Available:	10	
Is the applicant proposing to involve an audience and/or volunteers?			
If so, what is the size of the target audience and/or # of volunteers?			
i. 0-10 People			
ii. 11-20 People			
iii. 21-50 People			
iv. More than 50 People		5	
Is there an educational component to the proposed project? i.e., Does the project help to increase the understanding of the benefits of trees in our community? Is the project location accessible?		10	
<b>Total Score:</b>		25	0
<b>TREE MOBILIZATION (25%)</b>			
How many trees is the applicant proposing to plant and/or maintain?		15	
i. 0-10 Trees			
ii. 11-20 Trees			
iii. 21-50 Trees			
iv. More than 50 Trees			
Is the applicant prepared to maintain trees past the grant program deadline or has plans for maintenance?		10	
<b>Total Score:</b>		25	0
<b>PROJECT SUCCESS (10%)</b>			
Does the applicant demonstrate readiness and ability to create and implement the grant program?	Points Available:	5	
Does the applicant demonstrate readiness and ability to abide by the schedule of the grant program?		2.5	
Does the applicant provide appropriate and quantifiable program success measures?		2.5	
<b>Total Score:</b>		10	0
<b>COST EFFICIENCY (20%)</b>			
Are the applicant's budget narrative and proposal specific, justified, and reasonable?	Points Available:	20	
<b>Total Score:</b>		20	0
<b>Total Applicant Score out of 100 Points:</b>		<b>0</b>	

Scoring Committee:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

## **Lex Grow Trees Grant Program Guidelines Round 2 – Fall 2024**

### **Objectives**

1. Increase the scale and health of our tree canopy.
2. Increase community buy-in and resident engagement in assuring the creation and maintenance of our tree canopy.
3. Guide a cultural shift in the understanding of the benefits of trees for individuals, our economy, our community's social structure, and our collective community's health.
4. Address the equity challenges of access to the benefits of a healthy tree canopy.

### **Background**

As a result of several opportunities and issues facing the residents of Lexington over the past several years, there has been an unprecedented level of concern for our City's tree canopy. Upon hearing these concerns and during discussions on how the City would allocate its share of Federal ARPA funds, the Urban County Council and the administration desired to allocate funds to growing Lexington's tree canopy. In February 2022, the Council authorized \$1.5 Million from budget stabilization funds for improving Lexington's tree canopy. The funds were placed with the Division of Environmental Services to oversee their expenditure. The Tree Canopy Ad Hoc Committee was formed to provide input to the division as to how the funds should be allocated. The committee created the Lex Grow Trees campaign which is dedicated to addressing tree canopy inequalities in Lexington. Four areas of focus that Lex Grow Trees determined are:

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Based on the Urban Tree Canopy Study, LFUCG-owned properties are, on average, meeting the 30% recommended city-wide canopy goal. The study shows that other publicly-owned properties and most privately-owned properties are in need of increased tree canopy. As such, the Lex Grow Trees Grant Program will provide preference to projects proposed on properties not owned by the City.

### **Eligible Organizations**

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2. Incorporated, active neighborhood or homeowners associations
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### **Eligible Activities**

1. Tree planting
2. Tree maintenance
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4. Develop and support tree advocates and stewards

### **Ineligible for Funding**

In general, the following items are not eligible for funding; however, potential applicants are encouraged to discuss their proposed project idea with the Division of Environmental Services prior to the application deadline if there are questions about funding eligibility.

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	Total Score:	20	0
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If so, what is the size of the target audience and/or # of volunteers?			
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Does the applicant demonstrate readiness and ability to abide by the schedule of the grant program?		2.5	
Does the applicant provide appropriate and quantifiable program success measures?		2.5	
	Total Score:	10	0
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Are the applicant's budget narrative and proposal specific, justified, and reasonable?	Points Available:	20	
	Total Score:	20	0
<b>Total Applicant Score out of 100 Points:</b>		<b>0</b>	

Scoring Committee:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

## GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ 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"), and \_\_\_\_\_ (Hereinafter "Organization"), with the mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

### WITNESSETH:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

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

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed \$ \_\_\_\_\_ as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Attachment A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Attachment B.
2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.
3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Attachment C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and

Determination Form (Attachment B) Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:
  - a. A description of the project and the benefits derived from its implementation;
  - b. Locations of trees planted, including species;
  - c. Locations of trees pruned or maintained, including species;
  - d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
  - e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
  - f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
  - g. Sample outreach and/or educational materials used.
5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.
6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.
7. **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

\_\_\_\_\_  
Organization Name (Printed)

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS PRINTED NAME

\_\_\_\_\_  
DATE

4881-3166-5349, v. 1

SAMPLE

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION APPROVING THE UPDATED GUIDELINES FOR THE LEX GROW TREES GRANT PROGRAM.

---

WHEREAS, in Resolution No. 133-2024, the Urban County Council established a Lex Grow Trees Grant Program (“the Program”) to increase Lexington-Fayette County’s tree canopy by providing grants to eligible property owners and organizations for activities such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards;

WHEREAS, the Program will be starting a second round of funding, and clarification as to the guidelines is necessary to best implement the Program for the second round.

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

Section 1 – That the amended guidelines, attached hereto and incorporated herein by reference, for the Program be and hereby are approved and adopted.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

0917-24:EPT\_4887-7074-0199, v. 1

RESOLUTION NO. 489 - 2024

A RESOLUTION APPROVING THE UPDATED GUIDELINES FOR THE LEX GROW TREES GRANT PROGRAM.

---

WHEREAS, in Resolution No. 133-2024, the Urban County Council established a Lex Grow Trees Grant Program ("the Program") to increase Lexington-Fayette County's tree canopy by providing grants to eligible property owners and organizations for activities such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards;

WHEREAS, the Program will be starting a second round of funding, and clarification as to the guidelines is necessary to best implement the Program for the second round.

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

Section 1 – That the amended guidelines, attached hereto and incorporated herein by reference, for the Program be and hereby are approved and adopted.

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

PASSED URBAN COUNTY COUNCIL: September 26, 2024

  
\_\_\_\_\_  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0917-24:EPT\_4887-7074-0199, v. 1

(\$1,000.00); Friends of Lexington Senior Center Inc. (\$2,000.00); Sisters & Supporters Working Against Gun Violence Inc (\$1,600.00); Total Grace Church, Inc. (\$2,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: September 26, 2024

*Linda Gorton*

MAYOR

ATTEST:

*Alla*

CLERK OF URBAN COUNTY COUNCIL

0956-24:GET:4857-1623-9335, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0921-24**

**File ID:** 0921-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/10/2024

**File Name:** Blenheim Sewer Project Horse Relocation

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Memoranda of Agreement with the Stonewall Equestrian Estates Association, Inc. and various property owners within said association, for relocation and boarding of horses on parcels needed for the Blenheim Sanitary Trunk Sewer Project, for the Div. of Water Quality, at a cost not to exceed \$36,690. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** Bluesheet, 13 Blenheim Trunk Site Map, 0921-24-Blenheim Property Owners Agreement 4857-1512-5223 v.1.docx, R-506-2024

**Enactment Number:** R-506-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0921-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Memoranda of Agreement with the Stonewall Equestrian Estates Association, Inc. and various property owners within said association, for relocation and boarding of horses on parcels needed for the Blenheim Sanitary Trunk Sewer Project, for the Div. of Water Quality, at a cost not to exceed \$36,690. [Div. of Water Quality, Martin]

**Summary**

Authorization to sign reimbursement Agreements with four (4) property owners allowing for the relocation and boarding of horses on the parcels needed for the Blenheim Sanitary Trunk Sewer Project. Total cost not to exceed \$30,750.00. Funds are Budgeted. (L0921-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 9/10/2024

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: \$30,750.00

Annual Impact: \$

Project: BLENHEIM\_2024

Activity: CONSENT\_DE

Budget Reference: 2024

Current Balance: \$97,000



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

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

**DATE:** September 9, 2024

**SUBJECT:** Blenheim Sewer Project  
Reimbursement Agreements for the Boarding of Horses  
Stored Within the Project Boundaries

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**Request**

The Division of Water Quality requests a resolution authorizing and directing the mayor to sign reimbursement agreements with (4) four property owners allowing for the relocation and boarding of horses currently pastured on parcels where the Blenheim Sanitary Trunk Sewer project will be constructed. The project is estimated to last six months beginning in January 2025.

**Why are you requesting?**

The Blenheim Trunk Sewer Project is being undertaken to eliminate a recurring Sanitary Sewer Overflow (SSO). Construction of the new sewer is grant funded, with funds allocated from the Cleaner Water Kentucky program administered by the Kentucky Infrastructure Authority (KIA).

The Stonewall Equestrian Estates Association, Inc manages a platted neighborhood created in the 1960's where individual parcels compromise a Common Area where horses, owned by the parcel owners, can be stored and pastured. Moving those horses off-site while the new sewer is being constructed will effectively mitigate the risk of injury and/or financial loss to the horses, the horse owners and the contactor.

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

It is recommended that the relocation and boarding costs will be funded by the Sewer User Fee.

The cost for this FY is:               \$30,750.00



The cost for future FY is: N/A

**Are the funds budgeted?**

The funds are budgeted in: 4003-303408-3466-92811 2024 LFUCG BLENHEIM\_2024  
CONSENT\_DE

**Martin / Albright**





RESOLUTION NO. \_\_\_\_\_ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE MEMORANDA OF AGREEMENT WITH THE STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. AND VARIOUS PROPERTY OWNERS WITHIN SAID ASSOCIATION, FOR RELOCATION AND BOARDING OF HORSES ON PARCELS NEEDED FOR THE BLENHEIM SANITARY TRUNK SEWER PROJECT, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED \$36,690.00.

---

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 Memoranda of Agreement, which are attached hereto and incorporated herein by reference, with the Stonewall Equestrian Estates Association, Inc. and various property owners within said association, for relocation and boarding of horses on parcels needed for the Blenheim Sanitary Trunk Sewer Project, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the collective sum of \$36,690.00, be and hereby is approved for payment to Stonewall Equestrian Estates Association, Inc. (\$6,000.00) and those property owners executing said Memoranda (\$30,690.00), from account # 4003-303408-3466-92811, pursuant to the terms of the Memoranda of 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

0921-24:EPT\_4857-1512-5223, v. 1

RESOLUTION NO. 506 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE MEMORANDA OF AGREEMENT WITH THE STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. AND VARIOUS PROPERTY OWNERS WITHIN SAID ASSOCIATION, FOR RELOCATION AND BOARDING OF HORSES ON PARCELS NEEDED FOR THE BLENHEIM SANITARY TRUNK SEWER PROJECT, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED \$36,690.00.

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 Memoranda of Agreement, which are attached hereto and incorporated herein by reference, with the Stonewall Equestrian Estates Association, Inc. and various property owners within said association, for relocation and boarding of horses on parcels needed for the Blenheim Sanitary Trunk Sewer Project, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the collective sum of \$36,690.00, be and hereby is approved for payment to Stonewall Equestrian Estates Association, Inc. (\$6,000.00) and those property owners executing said Memoranda (\$30,690.00), from account # 4003-303408-3466-92811, pursuant to the terms of the Memoranda of Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0921-24:EPT\_4857-1512-5223, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0925-24**

**File ID:** 0925-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 289-2024

**In Control:** Urban County Council

**File Created:** 09/11/2024

**File Name:** Amendment to extend Purchase Services Agreement with Career Edge, LLC

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a First Amendment to the Purchase of Service Agreement with Career Edge, LLC, for a cloud-based online career services learning management system for residents, extending the term to June 30, 2025, at no additional cost to the Urban County Government. [Office of the Mayor, Atkins]

**Notes:** Stamped and filed in the CCO. Returned to Troy via scans 10/22/2024. MS

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** Career Edge Amendment Blue Sheet (ept) .1 . 4856-7273-3923, First Amendment - Lexington (v3) (002), 0925-24- First Amendment to PSA with Career Edge 4890-9029-5271 v.1.doc, First amendment 0925\_24, R-507-2024

**Enactment Number:** R-507-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Troy Black

**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	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0925-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a First Amendment to the Purchase of Service Agreement with Career Edge, LLC, for a cloud-based online career services learning management system for residents, extending the term to June 30, 2025, at no additional cost to the Urban

County Government. [Office of the Mayor, Atkins]

**Summary**

Authorization to execute a First Amendment to the Purchase of Service Agreement with Career Edge, LLC, for a cloud-based online career services learning management system for any resident of Fayette County seeking career services assistance, to extend the end date from December 31, 2024, to June 30, 2025, at no additional cost. (L0925-24) (Glasscock/Atkins)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** { Yes/No, Completed by [Evan Thompson, 9/11/2024]}

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

Fully Budgeted [select]: NA

Account Number: NA

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



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

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

**DATE:** September 11, 2024

**SUBJECT:** Amendment to extend Purchase Services Agreement with Career Edge, LLC

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**Request:**

Authorization to execute a First Amendment to the Purchase of Service Agreement with Career Edge, LLC, for a cloud based online career services learning management system for any resident of Fayette County seeking career services assistance, to extend the end date at no additional cost.

**Why are you requesting?**

Career Edge, LLC has offered to extend the end date of the agreement from December 31, 2024, to June 30, 2025, due to technical issues at the launch of Career Edge Learning Management System.

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

The cost for this FY is: \$0

**Are the funds budgeted?**

The funds are budgeted, or a budget amendment is in process: N/A

**Director/Commissioner:**

Amy Glasscock/Kevin Atkins



## First Amendment to Purchase of Service Agreement

This First Amendment to Career Edge Software as a Service Agreement (this "**Amendment**"), is effective as of July 1, 2024 (the "**Effective Date**"), and has been entered into as of the dates set forth below by and between Career Edge, LLC, a Connecticut Limited Liability Company with offices located at 250 State Street, Unit C-2, North Haven, CT 06473 ("**Provider**"), and the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, 200 East Main Street, Lexington, Kentucky 40507 ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, Provider and Customer entered into that certain Purchase of Service Agreement, dated November 22, 2023 (the "**Agreement**").

**WHEREAS** the Agreement provided for a one (1) year term from January 1, 2024, to December 31, 2024.

**WHEREAS**, Provider has agreed to provide Customer a one-time, in-kind contribution in the form of a six-month first renewal term running from January 1, 2025, through June 30, 2025, after which the parties shall continue with the second Renewal Term running from July 1, 2025, through June 30, 2026, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Six-Month In-Kind Renewal Term. The Agreement is hereby amended to provide for a first Renewal Term for the period from January 1, 2025, through June 30, 2025, at no cost to the Customer. The in-kind contribution is valued at \$52,500.

2. No Other Changes. Except as provided in this Amendment, the Agreement remains in full force and effect.

3. Capitalized Terms. All capitalized terms used, but not defined, in this Amendment shall have the meaning given to them in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth below:

Career Edge, LLC

Lexington-Fayette Urban County Government

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: David Shufrin

Name: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Career EDGE, LLC

250 State Street C-2 North Haven, CT 06473 P: 203-407-8800 F: 203-407-8801 info@careerEDGE.com

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH CAREER EDGE, LLC, FOR A CLOUD-BASED ONLINE CAREER SERVICES LEARNING MANAGEMENT SYSTEM FOR RESIDENTS, EXTENDING THE TERM TO JUNE 30, 2025, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a First Amendment to the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Career Edge, LLC, for a cloud-based online career services learning management system for residents, extending the term to June 30, 2025, 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:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL  
0925-24:EPT\_4890-9029-5271, v. 1

## First Amendment to Purchase of Service Agreement

This First Amendment to Career Edge Software as a Service Agreement (this "**Amendment**"), is effective as of July 1, 2024 (the "**Effective Date**"), and has been entered into as of the dates set forth below by and between Career Edge, LLC, a Connecticut Limited Liability Company with offices located at 250 State Street, Unit C-2, North Haven, CT 06473 ("**Provider**"), and the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, 200 East Main Street, Lexington, Kentucky 40507 ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, Provider and Customer entered into that certain Purchase of Service Agreement, dated November 22, 2023 (the "**Agreement**").

**WHEREAS**, the Agreement provided for a one (1) year term from January 1, 2024 to December 31, 2024;

**WHEREAS**, Provider has agreed to provide Customer a one-time, in-kind contribution in the form of a six-month first renewal term running from January 1, 2025 through June 30, 2025, after which the parties shall continue with the second Renewal Term running from July 1, 2025 through June 30, 2026 as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Six-Month In-Kind Renewal Term. The Agreement is hereby amended to provide for a first Renewal Term for the period from January 1, 2025 through June 30, 2025 at no cost to the Customer. The in-kind contribution is valued at \$52,500.
2. No Other Changes. Except as provided in this Amendment, the Agreement remains in full force and effect.
3. Capitalized Terms. All capitalized terms used, but not defined, in this Amendment shall have the meaning given to them in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth below:

Career Edge, LLC

Lexington-Fayette Urban County Government

By: 

By: \_\_\_\_\_

Name: David Shufrin

Name: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

Date: 9/13/24

Date: \_\_\_\_\_

Career EDGE, LLC

250 State Street C-2 North Haven, CT 06473 P: 203-407-8800 F: 203-407-8801 info@careerEDGE.com

RESOLUTION NO. 507 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH CAREER EDGE, LLC, FOR A CLOUD-BASED ONLINE CAREER SERVICES LEARNING MANAGEMENT SYSTEM FOR RESIDENTS, EXTENDING THE TERM TO JUNE 30, 2025, 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 execute a First Amendment to the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Career Edge, LLC, for a cloud-based online career services learning management system for residents, extending the term to June 30, 2025, 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: October 10, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0932-24**

**File ID:** 0932-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/12/2024

**File Name:** Easement Acquisition Blenheim Project

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Blenheim Way Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$1,500. [Div. of Water Quality, Martin]

**Notes:** 823 Cindy Blair Way, 818 Cindy Blair Way, 814 Cindy Blair Way filed in the CCO.

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** R-508-2024BlueSheet, Trunk Sewer Map, 0932-24-Blenheim Way Property Interests 4885-5440-7911 v.1.docx, R-508-2024

**Enactment Number:** R-508-2024

**Deed #:** 5610, 5611, 5612

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0932-24

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Blenheim Way Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$1,500. [Div. of Water Quality, Martin]

**Summary**

Authorization to accept the Deeds of Easement from the owners of record of three (3) permanent parcels needed for the construction of the Blenheim Way Trunk Sewer Project, a Remedial Measures Project, at a cost not to exceed \$1,500.00. Funds are Budgeted.

(L0932-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 9/11/24

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: \$1,500.00

Annual Impact: \$

Project: BLENHEIM\_2024

Activity: CONSCENT\_DE

Budget Reference:

Current Balance: \$97,000.00



TO: Mayor Linda Gorton  
Urban County Council

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

DATE: September 9, 2024

SUBJECT: Easement Acquisitions for the Blenheim Way Trunk Sewer Project (SE-04)  
Consent Decree (RMP)

**Request**

The purpose of this memorandum is to request a resolution authorizing the acceptance of Deeds of Easement from the owners of record on properties needed for the construction of the Blenheim Way Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$1,500.00.

**Purpose of Request**

The requested resolution will provide funds for the purchase of permanent easements on three (3) affected parcels.

**Project Cost in FY25 and Future Budget Years**

The cost to acquire the necessary easements will not exceed \$1,500.00.

**Are Funds Budgeted**

The funds are budgeted in the following account:

<u>FUND</u>	<u>DEPT ID</u>	<u>SECT</u>	<u>ACCT</u>	<u>PROJECT</u>	<u>ACTIVITY</u>	<u>BUD REF</u>
4003	303408	3466	92811	BLENHAIM_2024	CONSENT_DE	2024

**Director / Commissioner**

Martin / Albright



**Blenheim Way Trunk Sewer (RMP Project No. SE-04)**

**Project Location Map**



100% SUBMITTAL  
ISSUED FOR BID

RESOLUTION NO. \_\_\_\_\_ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE BLENHEIM WAY TRUNK SEWER PROJECT, A REMEDIAL MEASURES PROJECT REQUIRED BY THE CONSENT DECREE, AT A COST NOT TO EXCEED \$1,500.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Blenheim Way Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$1,500.00.

Section 2 – That an amount, not to exceed the sum of \$1,500.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3466-92811, at the time of closing.

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

0932-24:EPT\_4885-5440-7911, v. 1

RESOLUTION NO. 508 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE BLENHEIM WAY TRUNK SEWER PROJECT, A REMEDIAL MEASURES PROJECT REQUIRED BY THE CONSENT DECREE, AT A COST NOT TO EXCEED \$1,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Blenheim Way Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$1,500.00.

Section 2 – That an amount, not to exceed the sum of \$1,500.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3466-92811, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0934-24**

**File ID:** 0934-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 279-2024

**In Control:** Urban County Council

**File Created:** 09/13/2024

**File Name:** Idemia Identity & Security - Maintenance and Support Agreement

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Div. of Police to purchase maintenance and support for an automated fingerprint identification system, from Idemia Identity & Security USA LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Idemia Identity & Security USA LLC, related to the procurement at a cost not to exceed \$10,817. [Div. of Police, Weathers]

**Notes:** In office 9/17/2024. MS

Stamped and filed in the CCO. Returned to Renita via scans 10/11/2024. MS

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** Cover Memo - Idemia Identity & Security USA LLC - Maintenance and Support Agreement & Sole Source.pdf, Idemia - Maintenance and Support Agreement.pdf, IDEMIA 2025 - SOLE SOURCE CERTIFICATION.pdf, 934-24 idemia 4867-5786-1607 v.1.docx, R-509-2024, Contract #279-2024

**Enactment Number:** R-509-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0934-24

#### Title

A Resolution authorizing the Div. of Police to purchase maintenance and support for an automated fingerprint identification system, from Idemia Identity & Security USA LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Idemia Identity & Security USA LLC, related to the procurement at a cost not to exceed \$10,817. [Div. of Police, Weathers]

**Summary**

Authorization to reestablish Idemia Identity & Security USA LLC as a sole source vendor and accept the Maintenance and Support Agreement for the MorphoBis Latent Expert Workstation, an automated fingerprint identification system, effective November 18, 2024 - November 17, 2025, for a cost of \$10,817. Funds are Budgeted. (L0934-24)  
(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Michael Sanner, 9/13/2024

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: \$10,817

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance: \$651,405.72



Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton  
Mayor

Kenneth Armstrong  
Commissioner

TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: September 13, 2024

SUBJECT: Idemia Identity & Security USA LLC -  
Maintenance and Support Agreement & Sole Source Certification

---

**Request**

Authorization to reestablish Idemia Identity & Security USA LLC as a sole source vendor and accept the attached Maintenance and Support Agreement.

**Why are you requesting?**

This agreement allows for the maintenance and support on the MorphoBis Latent Expert Workstation, an automated fingerprint identification system, effective November 18, 2024 – November 17, 2025. This is also to reestablish Idemia Identity & Security USA LLC as a sole source vendor. The attached agreement requires Mayor Gorton's signature.

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

Funds for this purchase are budgeted - \$10,817 (includes Software Support, On-Site Hardware Support and Parts Support)

**Are the funds budgeted?** Yes – 1101-505506-5561-76102

**File Number:** 0934-24

**Director/Commissioner:** Lawrence B. Weathers, Chief  
Lexington Police Department

LBW/rmh



14 Crosby Dr., 2nd Flr.,  
Bedford, MA 01730  
Tel: (978) 215-2400  
Fax: (952) 945-3339

September 9, 2024

Lieutenant Christopher Sizemore  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
150 East Main Street  
Lexington KY 40507  
csizemore@lexingtonpolice.ky.gov  
(859) 258-3541

**RE: Extension to Maintenance and Support Agreement # 003241-002**

Dear Lieutenant Sizemore,

By means of this letter, IDEMIA Identity & Security USA LLC (“IDEMIA” or “Seller”) hereby extends **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** Maintenance and Support Agreement for the period **Nov 18, 2024** through **November 17, 2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via email at [cheryl.wales@us.idemia.com](mailto:cheryl.wales@us.idemia.com) at your soonest convenience.

If you have any questions or need further clarification, please contact me at 714-215-2598 or e-mail [cheryl.wales@us.idemia.com](mailto:cheryl.wales@us.idemia.com).

Thank you in advance,

*Cheryl Wales*

Cheryl Wales  
Maintenance Agreement Specialist  
IDEMIA Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

Signed by:  \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed Name: Casey Mayfield

Printed Name: \_\_\_\_\_

Title: Sr. Vice President

Title: \_\_\_\_\_

Date: September 9, 2024

Date: \_\_\_\_\_

**Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.**

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## Exhibit A: Description of Covered Products

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA # 003241-002

**CUSTOMER:** LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

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The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
Workstation	MorphoBIS latent expert	KYLFMLE001	1

### ADDITIONAL TERMS

#### END OF LIFE

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

#### PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

## Exhibit B: Maintenance and Support Agreement - Number SA # 003241-002

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

## Exhibit C: Support Plan Options and Pricing Worksheet

**Maintenance and Support Agreement #** 003241-002                      **Date** September 9, 2024  
**New Term Effective**                      **Start** 11/18/2024                      **End** 11/17/2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241 or email at: [AnaheimCSCenter@us.idemia.com](mailto:AnaheimCSCenter@us.idemia.com)

<b>STANDARD SUPPORT</b>		
<input checked="" type="checkbox"/> <b>Advantage – Software Support</b>		
◆ Telephone Response: 2 Hour	◆ Standard Releases & Updates	◆ Supplemental Releases & Updates
◆ Remote Dial-In Analysis	◆ Software Customer Alert Bulletins	◆ 8 a.m. – 5 p.m. Monday to Friday PPM
◆ Unlimited Telephone Support	◆ Automatic Call Escalation	
<input checked="" type="checkbox"/> <b>On-Site Hardware Support</b>		
◆ 8 a.m. – 5 p.m. Monday to Friday PPM	◆ Defective Parts Replacement	◆ Hardware Service Reporting
◆ Next Day PPM On-site Response	◆ Escalation Support	◆ Product Repair
◆ Hardware Vendor Liaison	◆ Hardware Customer Alert Bulletins	◆ Equipment Inventory Detail Management
<input checked="" type="checkbox"/> <b>Parts Support</b>		
◆ Parts Ordered & Shipped Next Business Day	◆ Parts Customer Alert Bulletins	
<i>* If customer is providing their own on-site hardware support, the following applies:</i>		
➤ Customer Orders & Replaces Parts	➤ Telephone Technical Support for Parts Replacement Available	

**GRAND TOTAL\*:**                      **\$ 10,817.00**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**  
**Please note this is not an invoice. An invoice will be provided after receipt of the signed document.**



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**Sole Source Purchases** are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

**Sole Source Services** are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

### Requesting Division

Name Lieutenant Chris Sizemore Division/Dept: Police / Public Safety

Phone: 859-258-3541 Email csizemore@lexingtonpolice.ky.gov

Type of Purchase: (  ) Goods/Materials/Equipment (  ) Services

Cost: \$10817.00

Sole Source Request for the Purchase of: MorphoBIS Latent Expert Workstation Maintenance Agreement.

One Time Purchase

To Establish Sole Source Provider Contract  
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

### Vendor Information

Business Name: IDEMIA

Contact Name: Cheryl Wales

Address: 250 Technology Park, Lake Mary, FL 32746

Phone: 714-215-7598 Email: Cheryl.Wales@us.idemia.com

**STATEMENT OF NEED:** (Add additional pages as needed)



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

### 1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

The MorphoBis Latent Expert Workstation is the computer terminal and related hardware that is the interface to the Automated Fingerprint Identification System (AFIS) managed by the Kentucky State Police. KSP determines the system used, and only this specific system is compatible with the state network.

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### 2. Below are eligible reasons for sole source. Check one and describe.

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

Uniqueness of the service. Describe.

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe: Leica has unique re-calibration equipment needed to service this particular 3D scanner.

Used item with bargain price (describe what a new item would cost). Describe.

Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

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## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

IDEMIA has advised that they do not use outside vendors for their product or support. Internet research has been conducted to confirm this.

**4. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

The price for this maintenance agreement is consistent with maintenance agreements for similar systems.

**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

There is no specific cost savings realized as there are no other options available to connect with the AFIS Network.

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE MAINTENANCE AND SUPPORT FOR AN AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM, FROM IDEMIA IDENTITY & SECURITY USA LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH IDEMIA IDENTITY & SECURITY USA LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$10,817.00.

---

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

Section 1 – That the Division of Police is authorized to purchase maintenance and support for an automated fingerprint identification system from Idemia Identity & Security USA LLC., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Idemia Identity & Security USA LLC., related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$10,817.00, be and hereby is approved for payment to Idemia Identity & Security USA LLC. from account #1101-505506-76102.

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

RESOLUTION NO. 509 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE MAINTENANCE AND SUPPORT FOR AN AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM, FROM IDEMIA IDENTITY & SECURITY USA LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH IDEMIA IDENTITY & SECURITY USA LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$10,817.00.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

  
 \_\_\_\_\_  
 MAYOR

ATTEST:

  
 \_\_\_\_\_  
 CLERK OF URBAN COUNTY COUNCIL



14 Crosby Dr., 2nd Flr.,  
Bedford, MA 01730  
Tel: (978) 215-2400  
Fax: (952) 945-3339

September 9, 2024

Lieutenant Christopher Sizemore  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
150 East Main Street  
Lexington KY 40507  
csizemore@lexingtonpolice.ky.gov  
(859) 258-3541

**RE: Extension to Maintenance and Support Agreement # 003241-002**

Dear Lieutenant Sizemore,

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** Maintenance and Support Agreement for the period **Nov 18, 2024** through **November 17, 2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via email at [cheryl.wales@us.idemia.com](mailto:cheryl.wales@us.idemia.com) at your soonest convenience.

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Thank you in advance,

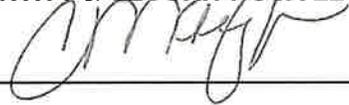
*Cheryl Wales*

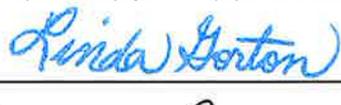
Cheryl Wales  
Maintenance Agreement Specialist  
IDEMIA Identity & Security USA LLC

**Accepted by:**

**IDEMIA IDENTITY & SECURITY USA LLC**

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

Signed by: 

Signed by: 

Printed Name: Casey Mayfield

Printed Name: Linda Gorton

Title: Sr. Vice President

Title: Mayor

Date: September 9, 2024

Date: 10/11/24

**Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.**

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## Exhibit A: Description of Covered Products

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA # 003241-002

**CUSTOMER:** LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

---

The following table lists the Products under maintenance coverage:

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## Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 003241-002 Date September 9, 2024

New Term Effective Start 11/18/2024 End 11/17/2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241  
or email at: [AnaheimCSCenter@us.idemia.com](mailto:AnaheimCSCenter@us.idemia.com)

### STANDARD SUPPORT

**Advantage – Software Support**

- |                               |                                     |  |
|-------------------------------|-------------------------------------|--|
| ◆ Telephone Response: 2 Hour  | ◆ Standard Releases & Updates       | ◆ Supplemental Releases & Updates      |
| ◆ Remote Dial-In Analysis     | ◆ Software Customer Alert Bulletins | ◆ 8 a.m. – 5 p.m. Monday to Friday PPM |
| ◆ Unlimited Telephone Support | ◆ Automatic Call Escalation         |  |

**On-Site Hardware Support**

- |  |                                     |   |
|--|-------------------------------------|---|
| ◆ 8 a.m. – 5 p.m. Monday to Friday PPM | ◆ Defective Parts Replacement       | ◆ Hardware Service Reporting            |
| ◆ Next Day PPM On-site Response        | ◆ Escalation Support                | ◆ Product Repair                        |
| ◆ Hardware Vendor Liaison              | ◆ Hardware Customer Alert Bulletins | ◆ Equipment Inventory Detail Management |

**Parts Support**

- |   |                                  |
|---|----------------------------------|
| ◆ Parts Ordered & Shipped Next Business Day | ◆ Parts Customer Alert Bulletins |
|---|----------------------------------|

*\* If customer is providing their own on-site hardware support, the following applies:*

- |                                    |   |
|------------------------------------|---|
| ➢ Customer Orders & Replaces Parts | ➢ Telephone Technical Support for Parts Replacement Available |
|------------------------------------|---|

**GRAND TOTAL\*: \$ 10,817.00**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**  
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0935-24**

**File ID:** 0935-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 368-2024

**In Control:** Urban County Council

**File Created:** 09/13/2024

**File Name:** BGCF Public Art Maintenance Fund Agreement

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with the Blue Grass Community Foundation, establishing the Lexington Public Art Maintenance Fund to support permanent public artworks that are owned by the Urban County Government and located on Urban County Government property, with the administrative costs not to exceed one percent of the fund or a minimum of \$250 a year. [Office of the Mayor, Lyons]

**Notes:** Stamped and filed in the CCO. returned via scans to MMS and Heather Lyons 1/21/2025. MS

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** BGCF Fee Schedule, Lexington Public Art Maintenance Fund, Authorization request Memo for BGCF Public Art Maintenance Fund, RESO 0935-24 (Public Art Maintenance Fund) 4882-5781-6809 v.1.docx, R-510-2024, C-368-2024

**Enactment Number:** R-510-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0935-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with the Blue Grass Community Foundation, establishing the Lexington Public Art Maintenance Fund to support permanent

public artworks that are owned by the Urban County Government and located on Urban County Government property, with the administrative costs not to exceed one percent of the fund or a minimum of \$250 a year. [Office of the Mayor, Lyons]

**Summary**

Authorization to set up a Public Art Maintenance and Conservation Fund at the Blue Grass Community Foundation to support permanent public art works that are owned by the LFUCG and located on city property. Costs include a \$250.00 minimum, annually (or 1% of \$0 - \$1.5M). Funds are Budgeted. (L0935-24) (Lyons/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes, Completed by [Ashleigh Bailey, 9/13/24]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-134202-1471-75101

This Fiscal Year Impact: \$250.00 minimum annually (or 1% of \$0 - \$1.5M)

Annual Impact: \$250.00 minimum annually (or 1% of \$0 - \$1.5M)

Project:

Activity:

Budget Reference:

Current Balance: \$42,907.51

# FEE SCHEDULE

## Community Support Fees + Minimums

Blue Grass Community Foundation assesses a community support fee to cover the cost of administration and continue the Community Foundation's important work in our communities. Community support fees provide the necessary resources to operate efficiently and effectively, ensuring fiscal responsibility in grant due diligence, donor and nonprofit education, promotion of charitable giving in this region, research and other activities. In short, when you partner with the Community Foundation, you are supporting our community and not a for-profit firm.

FUND TYPE	FUND MINIMUM	ANNUAL COMMUNITY SUPPORT FEE*
<b>Endowed Fund</b> Donor Advised Committee Advised Designated Field of Interest Corporate	\$10,000	\$0 to \$1.5 million - 1% \$1.5 million to \$3 million - 0.5% Balance above \$3 million - 0.2%
<b>Non-Endowed Fund</b> Donor Advised Committee Advised Designated Field of Interest Corporate	None	\$0 to \$1.5 million - 1% \$1.5 million to \$3 million - 0.5% Balance above \$3 million - 0.2%
<b>Scholarship Endowment Fund**</b>	\$250,000	1.5%
<b>Nonprofit Endowment Fund</b>	\$10,000	First \$3 million - 0.5% Balance above \$3 million - 0.2%
<b>Nonprofit Non-Endowed Fund</b>	None	\$0 to \$1.5 million - 1% \$1.5 million to \$3 million - 0.5% Balance above \$3 million - 0.2%
<b>Fiscal Sponsorships</b>	None	Set up fee of \$1,000, plus 4%
<b>Community Endowments***</b>	Dependent on Approval	First \$10 million - 1.5% Next \$5 million (up to \$15 million) - 1% Balance above \$15 million - 0.5%
<b>Employee Hardship Fund</b>	\$10,000	Setup Fee - \$1,000, plus 0.5% Application Fee - \$150 (per application)

**\*As the Community Foundation is a 501c3, the community support fee is fully tax deductible and supports our Mission to improve the quality of life in the communities we serve throughout Kentucky. All funds are subject to an annual \$250 minimum fee, except nonprofit endowment funds, as outlined in the BGCF Spending Policy. New contributions to all non-endowed funds will be assessed a one-time pass through fee of 0.5%.**

**\*\*The Community Foundation will consider a Non-Endowed Scholarship Fund on a case-by-case basis and charge an annual community support fee based upon the complexity of the program. Donations less than the fund minimum may be made to existing scholarship endowment funds such as the BGCF General Scholarship Fund, or to designated funds that benefit existing scholarship programs.**

**\*\*\* BGCF works with communities within our defined service area on the administration of geographically defined community endowment funds. Approval will be required to establish a new community fund.**

BGCF administers competitive grant programs, these programs are assessed a fee based on the complexity of services required, with a minimum fee of 1.5%.

BGCF administers and accepts a multitude of cash and non-cash asset donations, estate and after lifetime gifts and other complex donations. Please contact us at 859.225.3343 for more information on these and other opportunities.

**BLUE GRASS COMMUNITY FOUNDATION**

499 East High Street, Suite 112  
Lexington, Kentucky 40507  
(859) 225-3343

**ESTABLISHMENT OF A NON-ENDOWED DESIGNATED FUND**

This NON-ENDOWED DESIGNATED FUND AGREEMENT (“Agreement”) is made this 13 day of September, 2024, between Blue Grass Community Foundation, Inc., a charitable community foundation, (“Foundation”) and Lexington-Fayette Urban County Government (“Donor”) to create an expenditure fund (“Fund”).

- 1) Name of the Fund. Donor has the privilege of naming their Fund. Grants made from the Fund to charity are accompanied by a letter which includes the name (e.g. “The Smith Family Fund”), unless anonymity is requested. The name of the Fund created hereby is:

Lexington Public Art Maintenance Fund

- 2) Initial Contribution. Upon signing this Agreement, Donor will irrevocably transfer to Foundation the property described as follows:

- 3) Donor Contact:

**Heather Lyons**

**Director, Arts & Cultural Affairs**

**Mayor’s Office**

**Lexington-Fayette Urban County Government**

**200 E. Main Street, #6**

**Lexington, KY 40507**

**859-258-3155**

[hlyons@lexingtonky.gov](mailto:hlyons@lexingtonky.gov)

- 4) Investment Pool Selection. Donor hereby requests that the Fund and any and all assets contributed to the Fund be invested as follows:

**Cash Reserve Pool (0-3 years)**

The primary investment objective of this Pool is stability of principal. This Pool will invest exclusively in cash and cash equivalents and will have no risk of loss of capital. Donors with immediate liquidity needs or no expectations of growth of capital should consider this strategy.

**Conservatively Balanced Pool (3+ years)**

The primary investment objective of this Pool is to provide preservation of principal. This Pool will invest in a combination of equities, fixed income,

cash and cash equivalent assets. This Pool is appropriate for donors who have a time horizon of more than three years.

□ **Balanced Pool (5+ years)**

The primary investment objective of this Pool is to provide a moderate level of risk and a balanced mixture of equities, fixed income, and an occasional allocation to cash. This Pool may experience moderate year to year volatility. This Pool is generally appropriate for donors with an intermediate time horizon of more than five years.

□ **Environmental Social Governance Pool (ESG):** Foundation also provides an opportunity to select a balanced pool using investment strategies with investment allocations sensitive to environmental, social and governance (ESG) issues.

□ **Long Term Growth Pool (7+ years)**

The primary investment objective of this Pool is long-term capital appreciation. There will be some inevitable volatility in principal value in this Pool, but it may offer the potential for higher returns over the long term. This Pool is appropriate for donors with a time horizon of more than seven years.

□ **Equity Pool (7+ years)**

This pool is generally appropriate for donors with a time horizon of more than seven years who desire long term capital growth. Due to the 100% allocation to equities, this Pool is only appropriate for donors willing to accept higher short and intermediate term volatility.

The Foundation shall have the right to make any and all investment decisions in the selected Pool regarding the Fund. All income and capital gains or losses will be allocated to the Fund on a monthly basis.

- 5) **Purposes.** The purpose of the Fund is to support the general maintenance of public art owned by the City of Lexington.
  
- 6) **Management.** Foundation hereby agrees to accept cash and other valuable property transferred to it by Donor and others who wish to participate in the Fund. Gifts to the Fund shall be subject to the same policies for investment, determination of current distribution amount, and allocation to cover Foundation's administrative costs, as shall be adopted from time to time for such funds. The Fund is open-ended and can be added to at any time.
  
- 7) **Grant Distributions.** Distributions must be for charitable purposes and in accordance with the procedures for the administration and operation of such funds of Foundation as may be in effect from time to time.

Distributions from the Fund shall be made in the name of the Fund, unless otherwise directed in writing, solely to support the general maintenance of public art owned by the City of Lexington.

Upon recommendation by the Donor Contact, distributions shall be made to:

Lexington-Fayette Urban County Government  
Mayor's Office  
200 E. Main Street, #6  
Lexington, KY 40507

This Fund is prohibited from making grants, compensation, or similar payments to Donor, advisor(s), or persons related to them. Donor may request distributions of any amount, up to 100% of Fund balance.

- 8) Compensation to Foundation. As compensation for its services, Foundation shall charge an annual community support fee according to the fee schedule in effect at the time of the Agreement and as amended from time to time by Foundation. Investment fees are charged separately.

Donor hereby acknowledges receipt of a current Fund Schedule in effect at the time of the signing of this Agreement.

- 9) Fundraising. Donor agrees not to perform any fundraising activity for this Fund or any other fund held by Foundation without receiving express written permission from Foundation for each fundraising event. Foundation understands that if such fundraising events are not approved by Foundation, Foundation will not be held liable for any monetary or insurance losses and Foundation reserves the right to refuse acceptance of any money raised from such fundraiser(s). Under federal law, Foundation may not reimburse donors or advisors for any expenses or liabilities incurred by them with respect to a fundraising event. As a result, Foundation must contract directly with third party providers for any approved expenses and services related to fundraising events. Foundation will not be responsible for any expenses incurred directly by donors or advisors.

- 10) Variance Power. Foundation shall use and apply said funds only in accordance with the expressed wishes of the donor, grantor or other transferor; provided, however, the Board of Directors shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if in the sole judgment of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the

charitable needs of the community or area served. Upon such determination, the Board of Directors shall exercise its judgment to select a similar use for the funds that will most nearly fulfill the original charitable intent of the Fund and may re-direct the funds to those purposes most closely related to the donors, grantors or other transferor's original intent.

It is intended that nothing in this Agreement shall affect the status of Foundation as a 501(c)(3) organization, as defined in the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the provisions of any and all applicable law or government regulation. Foundation shall have all the powers provided in its charter, Articles of Incorporation and Bylaws or otherwise by law in connection with its administration of the Fund.

DONOR

BLUE GRASS COMMUNITY  
FOUNDATION

By \_\_\_\_\_

By \_\_\_\_\_  
President/CEO

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**TO:** Mayor Linda Gorton  
Sally Hamilton, Chief Administrative Officer  
Urban County Council Members

**FROM:** Heather Lyons, Director of Arts & Cultural Affairs

**CC:** Tyler Scott, Chief of Staff

**DATE:** September 13, 2024

**SUBJECT:** Public Art Maintenance Fund

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**Request Authorization to:** Set-up a Public Art Maintenance and Conservation Fund at the Blue Grass Community Foundation to support permanent public art works that are owned by the LFUCG and located on city property.

**Why are you requesting?** The city's Percent for Art Funds, which fund public art projects, are Bond Funds and are not eligible to be spent on the maintenance or conservation of public art. This fund will enable the Public Art Commission to collect funds to support these works of art, to solicit private donations to the fund, and to allow for the growth potential of this investment asset.

**Department needs this action completed because:** The Public Art Commission is responsible for awarding Percent for Art funding for new works of public art. The Public Art Master Plan requires that maintenance and conservation funding be provided for every new work of public art on city property. The maintenance and conservation fund is essential to ensure that the artwork is maintained for the long-term benefit of all.

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

**The cost for this FY is:** \$250.00 minimum annually (or 1% of \$0 - \$1.5M)

**The cost for future FY is:** \$250.00 minimum annually (or 1% of \$0 - \$1.5M)

**Are the funds budgeted?** YES

**The funds are budgeted, or a budget amendment is in process:** Yes --- The Mayor's Office provides funds for administrative and managerial needs for the Public Arts Commission.

**Account number:** 1101-134202-1471-75101

**File Number:** 0935-24



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH THE BLUE GRASS COMMUNITY FOUNDATION, ESTABLISHING THE LEXINGTON PUBLIC ART MAINTENANCE FUND TO SUPPORT PERMANENT PUBLIC ARTWORKS THAT ARE OWNED BY THE URBAN COUNTY GOVERNMENT AND LOCATED ON URBAN COUNTY GOVERNMENT PROPERTY, WITH THE ADMINISTRATIVE COSTS NOT TO EXCEED ONE PERCENT OF THE FUND OR A MINIMUM OF \$250.00 A YEAR.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the Blue Grass Community Foundation, establishing the Lexington Public Art Maintenance Fund to support permanent public artworks that are owned by the Urban County Government and located on Urban County Government property, with the administrative costs not to exceed one percent of the fund or a minimum of \$250.00 a year.

Section 2 – That an amount of \$250.00, be and hereby is approved for payment to Bluegrass Community Foundation in FY2025, from account # 1101-134202-75101, pursuant to 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

0935-24:ANB:4882-5781-6809, v. 1

RESOLUTION NO. 510 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH THE BLUE GRASS COMMUNITY FOUNDATION, ESTABLISHING THE LEXINGTON PUBLIC ART MAINTENANCE FUND TO SUPPORT PERMANENT PUBLIC ARTWORKS THAT ARE OWNED BY THE URBAN COUNTY GOVERNMENT AND LOCATED ON URBAN COUNTY GOVERNMENT PROPERTY, WITH THE ADMINISTRATIVE COSTS NOT TO EXCEED ONE PERCENT OF THE FUND OR A MINIMUM OF \$250.00 A YEAR.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the Blue Grass Community Foundation, establishing the Lexington Public Art Maintenance Fund to support permanent public artworks that are owned by the Urban County Government and located on Urban County Government property, with the administrative costs not to exceed one percent of the fund or a minimum of \$250.00 a year.

Section 2 – That an amount of \$250.00, be and hereby is approved for payment to Bluegrass Community Foundation in FY2025, from account # 1101-134202-75101, pursuant to the Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

MAYOR

ATTEST:  
*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL  
0935-24:ANB:4882-5781-6809, v. 1

**BLUE GRASS COMMUNITY FOUNDATION**  
499 East High Street, Suite 112  
Lexington, Kentucky 40507  
(859) 225-3343

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- 3) Donor Contact:  
**Heather Lyons**  
**Director, Arts & Cultural Affairs**  
**Mayor’s Office**  
**Lexington-Fayette Urban County Government**  
**200 E. Main Street, #6**  
**Lexington, KY 40507**  
**859-258-3155**  
[hlyons@lexingtonky.gov](mailto:hlyons@lexingtonky.gov)
- 4) Investment Pool Selection. Donor hereby requests that the Fund and any and all assets contributed to the Fund be invested as follows:
  - Cash Reserve Pool (0-3 years)  
The primary investment objective of this Pool is stability of principal. This Pool will invest exclusively in cash and cash equivalents and will have no risk of loss of capital. Donors with immediate liquidity needs or no expectations of growth of capital should consider this strategy.
  - Conservatively Balanced Pool (3+ years)  
The primary investment objective of this Pool is to provide preservation of principal. This Pool will invest in a combination of equities, fixed income,

cash and cash equivalent assets. This Pool is appropriate for donors who have a time horizon of more than three years.

□ **Balanced Pool (5+ years)**

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Lexington-Fayette Urban County Government  
Mayor's Office  
200 E. Main Street, #6  
Lexington, KY 40507

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- 10) Variance Power. Foundation shall use and apply said funds only in accordance with the expressed wishes of the donor, grantor or other transferor; provided, however, the Board of Directors shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if in the sole judgment of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the

charitable needs of the community or area served. Upon such determination, the Board of Directors shall exercise its judgment to select a similar use for the funds that will most nearly fulfill the original charitable intent of the Fund and may re-direct the funds to those purposes most closely related to the donors, grantors or other transferor's original intent.

It is intended that nothing in this Agreement shall affect the status of Foundation as a 501(c)(3) organization, as defined in the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the provisions of any and all applicable law or government regulation. Foundation shall have all the powers provided in its charter, Articles of Incorporation and Bylaws or otherwise by law in connection with its administration of the Fund.

DONOR

By   
Mayer Linda Gorton  
Date 1/21/2025

BLUE GRASS COMMUNITY  
FOUNDATION

By   
President/CEO  
Date 12.6.24



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0936-24**

**File ID:** 0936-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 257-2024

**In Control:** Urban County Council

**File Created:** 09/13/2024

**File Name:** Request Council authorization to execute the Kentucky Child and Adult Care Food Program renewal contract for catering with Bateman Community Living, an Elior Company dba TRIO Community Meals, LLC. for catering services for breakfast, lunch and supplementa

**Final Action:** 09/26/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement renewal (second year) with Bateman Community Living an Elior Co. dba Trio Community Meals, LLC, for catering services for the Family Care Center, at a cost not to exceed \$181,498.80. [Div. of Family Services, Horton-Holt]

**Notes:** Signed and filed in the CCO. Returned to Celia Moore 9/27/2024. MS

**Sponsors:**

**Enactment Date:** 09/26/2024

**Attachments:** 25 - Bluesheet Memo CACFP Catering Contract Renewal, Family Care Center - Amendment #2 - 2024-10-01, RESO 0936-24 Bateman Catering FCC 4878-0879-8694 v.1.docx, R-490-2024

**Enactment Number:** R-490-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
2	Urban County Council	09/26/2024	Received First Reading	Urban County Council	09/26/2024		
2	Urban County Council	09/26/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	09/26/2024	Approved				Pass

### Text of Legislative File 0936-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement renewal (second year) with Bateman Community Living an Elior Co. dba Trio Community Meals, LLC, for catering services for the Family Care Center, at a cost not to exceed \$181,498.80. [Div. of Family Services, Horton-Holt]

**Summary**

Authorization to execute the Kentucky Child and Adult Care Food Program renewal Contract for catering with Bateman Community Living, an Elior Company dba TRIO Community Meals, LLC. for catering services for breakfast, lunch and supplemental snack for the Family Care Center. Cost not to exceed \$181,498.80. Funds are Budgeted. (L0936-24) (Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Tiffany Holskey, 9/6/2024

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3100-606401-6403-75102

This Fiscal Year Impact: \$ 181,498.80

Annual Impact: \$0

Project: CHD\_CR\_FD\_2025

Activity: FED\_GRANT

Budget Reference: 2025

Current Balance: \$ 192,500



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

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

**DATE: SEPTEMBER 12, 2024**

**SUBJECT: Execute KY CACFP Renewal Catering Contract with Bateman Community Living, an Elior Company dba TRIO Community Meals, LLC. at the Family Care Center**

---

**Request:** Council authorization to execute the Kentucky Child and Adult Care Food Program renewal contract for catering with Bateman Community Living, an Elior Company dba TRIO Community Meals, LLC. for catering services for breakfast, lunch and supplemental snack for the Family Care Center. Cost not to exceed \$181,498.80.

**Purpose of the Request:** On December 6, 2022 (Resolution No. 711-2022), Council authorized execution of the KY CACFP Catering Contract with Bateman Community Living, an Elior Company dba TRIO Community Meals, LLC. to provide catering services for meals for the Family Care Center. The prices are \$2.72 for breakfast, \$4.61 for lunch and \$1.28 for afternoon snack. It is estimated that 63,240 meals will be served for the period of October 1, 2024 through September 30, 2025 for an estimated cost of \$181,498.80.

**What is the cost in this budget year and future budget years?** Total cost in FY2025 is \$181,498.80. Future funding is dependent upon availability of grant funding.

**Are the funds budgeted?** Yes, 3100-606401-6403-75102 CHD\_CR\_FD\_2025, 2025

**File Number:** 0936-24

**Director/Commissioner:** Horton-Holt/Allen-Bryant



**Bateman Com Living an Elior Company Information**

Contact: Donna Doran  
 Address: 100 Valley Drive  
 Jackson, MS 39208  
 Phone: (601) 594-0252  
 Email: donna.doran@triocommunitymeals.com  
 Web Address: TRIO Community Meals

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

Donna Doran  
 Signature

donna.doran@triocommunitymeals.com  
 Email

Submitted at 11/18/2022 10:50:57 AM (ET)

**Response Attachments**

**TRIO \_ WORKFORCE ANALYSIS FORM.pdf**

Bateman/TRIO Workforce Analysis

**TRIO \_ Family Care Center-CACFP Bid \_ 11.18.2022.pdf**

Bateman Com Living (TRIO Community Meals) Bid Response for Family Care CACFP

**TRIO \_ Registration Page with Permit Health Department Inspection ServSafe.pdf**

Bateman Com Living (TRIO) Vendor Registration with Business Permit, Health Department Inspection, and ServSafe Certification.

**TRIO\_Affidavit - Signed.pdf**

Bateman Com Living (TRIO) Signed Affidavit

**TRIO \_ LFUCG MWDBE PARTICIPATION FORMS Signed.pdf**

Bateman Com Living (TRIO) Minority Vendor Response

**Bid Lines**

1	Breakfast	Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <u>  \$2.72  </u> Total: <u>  \$2.72  </u>
	Supplier Notes: <u>  Breakfast is \$2.72/meal  </u>	
2	Lunch	Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <u>  \$4.61  </u> Total: <u>  \$4.61  </u>
	Supplier Notes: <u>  Lunch is \$4.61/meal  </u>	
3	Snack	Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <u>  \$1.28  </u> Total: <u>  \$1.28  </u>
	Supplier Notes: <u>  Snack is \$1.28/snack  </u>	

**Response Total: \$8.61**

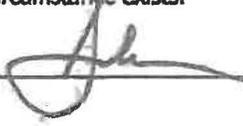
*This Affidavit must be completed before your firm can be considered for award of this contract.*

**AFFIDAVIT**

Comes the Affiant, John Kirk, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Kirk and he/she is the individual submitting the bid or is the authorized representative of Bateman Com Living an Elior Company (TRIO Community Meals, LLC) the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of 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. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



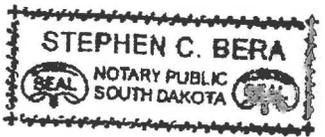
STATE OF South Dakota

COUNTY OF Minnehaha

The foregoing instrument was subscribed, sworn to and acknowledged before me by John Kirk on this the 18th day of November, 2022

My Commission expires: 11/06/2024

Stephen C Bera  
NOTARY PUBLIC, STATE AT LARGE



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

**WORKFORCE ANALYSIS FORM**

Name of Organization: Bateman Com Living an Elior Company (TRIO Community Meals, LLC)

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
<b>Administrators</b>		86	65	12	2	17	14	1	0	3	0	0	0	4	0	123	81
<b>Professionals</b>		1	8	0	0	0	0	1	0	0	0	0	0	0	0	2	8
<b>Superintendents</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Supervisors</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Foremen</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Technicians</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Protective Service</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Para-Professionals(OPERATIVES)</b>		134	60	71	32	185	69	3	0	5	2	7	2	5	3	410	168
<b>Office/Clerical</b>		5	22	2	2	1	4	0	0	0	1	0	0	0	20	8	49
<b>Skilled Craft</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Service/Maintenan</b>		103	132	90	107	155	150	0	1	10	13	9	5	14	13	381	421
<b>Total:</b>		329	287	175	143	358	237	5	1	18	16	16	7	23	36	924	727

Figures provided by: Laura Bauer, Elior North America Human Resources  
 Form completed by Donna Doran, Client Partnership Director, TRIO Community Meals  
 Prepared by: \_\_\_\_\_ Date: 10 /12 /2022  
 (Name and Title)

Revised 2015-Dec-15

**Request for Child and Adult Care Food Program (CACFP) Catering Quote**

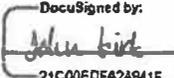
The center should complete the name lines and column 1 and 2 prior to sending to the caterer for request of quote.

Caterer should complete columns 3 and 4 and remainder of form and return with price quote by date and time specified by the center.

<b>Sponsor/Center Name:</b> _____ Family Care Center _____				
<b>*MEALS FOR AGES 1-5 ARE BASED UPON PORTION SIZES FOR AGES 3-5.</b>				
<b>Meal</b>	<b>1. Estimated Total No. of Meals per Day</b>	<b>2. Preferred Delivery time</b>	<b>3. Unit Price per Meal</b>	<b>4. Total Price</b>
Breakfast (Ages 1-5)*	85	6:30 a.m.	\$2.720	\$231.20
Breakfast (Ages 6-18)				
Breakfast (Adult)				
Lunch (Ages 1-5)*	85	10:00 a.m.	\$4.610	\$391.85
Lunch (Ages 6-18)				
Lunch (Adult)				
Supper (Ages 1-5)*				
Supper (Ages 6-18)				
Supper (Adult)				
Snack (Ages 1-5)*	85	10:00 a.m.	\$1.280	\$108.80
Snack (Ages 6-18)				
Snack (Adult)				
<b>Total:</b>				<b>\$731.85</b>

By signing this quote, I hereby state that I have read and agree to the all the requirements listed in the CACFP Catering Agreement and have reviewed the meal pattern requirements (provided by the center).

**Caterer Company Name:** Bateman Corn Living an Elior Company (TRIO Community Meals, LLC)

**Authorized Caterer Representative:**  11/18/2022  
DocuSigned by: 21C00EDFA24841F... (Signature) (Date)

**Name and Title:** John Kirk, President  
 (Print or Type)

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048**

### **Lower Tier Covered Transactions**

#### ***Instructions for Certification***

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier**

**Covered Transactions** The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

*(Read instructions on page two before completing certification.)* A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME **Bateman Com Living an Elior Company (TRIO Community Meals, LLC)** PR/AWARD NUMBER OR PROJECT NAME **Bid #138-2022**

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) **John Kirk**

SIGNATURE(S) *John Kirk* DATE **11/18/2022**

21C00EDFA2A841F...

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.nrc.usda.gov/filco-program-discrimination-complaint-usda-customer/>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

**Child and Adult Care Food Program (CACFP) Meal Service Agreement**

<b>Name of Sponsor/Institution: Family Care Center</b>	<b>CNIPS ID: 11475</b>
<b>Contact Person: Sheila Horton-Holt</b>	<b>Phone No. 859-288-4040</b>
<b>Address: 1135 Harry Sykes Way</b>	
<b>Lexington, KY 40504</b>	

Bateman Com Living an Elicor Company  
(TRIO Community Meals, LLC)

agrees to furnish meals daily to the above child care center for the period from:

October 1, 2024 to September 30, 2025 except for holidays or other days of in-operation complete with

required (Indicate below):

- paper products TRIO will provide forks and spoons
- condiments
- Milk

**\*AGES 1-5 MEALS BASED ON PORTION SIZES FOR AGES 3-5.**

Meal Type/Age	Estimated Total No. of Meals Per Day	Estimated No. of Serving Days per Year	Unit Price per Meal	Total Price	Delivery or Pick-up Time
Breakfast (1-5)*	85	248	\$ 2.720	\$57,337.60	6:30a.m.
Breakfast (6-12)					
AM Snack (1-5)*					
AM Snack (6-12)					
Lunch (1-5)*	85	248	\$4.610	\$97,178.80	10:00am
Lunch (6-12)					
PM Snack (1-5)*	85	248	\$1.280	\$26,982.40	10:00am
PM Snack (6-12)					

**TOTAL PRICE: \$181,498.80**

Bateman Com Living an Elicor Company  
(TRIO Community Meals, LLC)

agrees to:

- Ensure that meals/snacks meet the minimum meal pattern requirements of program regulations, 7 CFR Part 226, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meals/snacks ordered, including nutrition and/or Child Nutrition (CN) labels .
- Maintain receipts and cost determination records for a period of 3 years after the end of the agreement period.
- These records will be made available to representatives of the Kentucky CACFP, U.S. Department of Agriculture, the child care center or any other appropriate state or federal officials.
- Provide meals in: \_\_\_\_\_ bulk or   x   unitized
- Prepare meals for: \_\_\_\_\_ pick up by center or   x   delivery by caterer at the time(s) indicated above.
- Provide delivery slips using the Kentucky CACFP delivery slip form or equivalent.
- Submit billing invoice for payment by the   10th   of each month to mailing address provided by center.
- Notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.
- Any other information pertinent to the agreement may be included and attached to this agreement by the center.

The Sponsor/Institution agrees to pay for meals based on the above unit price(s) within 30 days of receipt of invoice.

Bateman Com Living an Elior Company (TRIO Community Meals, LLC) agrees to provide meals that are safe and wholesome, but that any liability is severed upon receipt of meals.

If for any reason, this agreement is no longer desired, either party may terminate these services with a 14 days notification.

IN WITNESS WHEREOF, the parties here to have caused said agreement to be executed by their duly authorized officers.

By: <u>Rinda Gorton</u> <u>12/15/2022</u>	By: <u>John Kirk</u> <u>11/18/2022</u>
Authorized Signature	Authorized Signature
Date	Date
<u>Mayor</u>	<u>John Kirk, President</u>
Title	Title
<u>Family Care Center</u>	<u>Bateman Com Living an Elior Company</u>
<u>Child Care Center</u>	<u>(TRIO Community Meals, LLC)</u>
	<u>Caterer</u>

**Agreement Renewal First Year**

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 20<sup>23</sup>.

First Year Renewal: October 1, 20<sup>23</sup> to September 30, 20<sup>24</sup>

By: <u>Rinda Gorton</u> <u>10/13/23</u>	By: <u>John Kirk</u> <u>9/27/2023</u>
Authorized Signature	Authorized Signature
Date	Date
<u>Mayor</u>	<u>President</u>
Title	Title
<u>Family Care Center</u>	<u>TRIO Community Meals, LLC</u>
<u>Child Care Center</u>	<u>Caterer</u>

**Agreement Renewal Second Year**

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 20<sup>24</sup>.

Second Year Renewal: October 1, 20<sup>24</sup> to September 30, 20<sup>25</sup>

By: _____	By: <u>John Kirk</u> <u>9/11/2024</u>
Authorized Signature	Authorized Signature
Date	Date
_____	<u>President</u>
Title	Title
_____	<u>TRIO Community Meals</u>
<u>Child Care Center</u>	<u>Caterer</u>

RESOLUTION NO. \_\_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RENEWAL (SECOND YEAR) WITH BATEMAN COMMUNITY LIVING AN ELIOR COMPANY DBA TRIO COMMUNITY MEALS, LLC, FOR CATERING SERVICES FOR THE FAMILY CARE CENTER, AT A COST NOT TO EXCEED \$181,498.80.

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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 Renewal (Second Year), which is attached hereto and incorporated herein by reference, with Bateman Community Living an Elio Company dba TRIO Community Meals, LLC, for catering services for the Family Care Center.

Section 2 - That an amount, not to exceed \$181,498.80, be and hereby is approved for payment to Bateman Community Living an Elio Company dba TRIO Community Meals, LLC, from account #3100-606401-75102, 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

RESOLUTION NO. 490 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RENEWAL (SECOND YEAR) WITH BATEMAN COMMUNITY LIVING AN ELIOR COMPANY DBA TRIO COMMUNITY MEALS, LLC, FOR CATERING SERVICES FOR THE FAMILY CARE CENTER, AT A COST NOT TO EXCEED \$181,498.80.

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 Renewal (Second Year), which is attached hereto and incorporated herein by reference, with Bateman Community Living an Elior Company dba TRIO Community Meals, LLC, for catering services for the Family Care Center.

Section 2 - That an amount, not to exceed \$181,498.80, be and hereby is approved for payment to Bateman Community Living an Elior Company dba TRIO Community Meals, LLC, from account #3100-606401-75102, 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: September 26, 2024

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0938-24**

**File ID:** 0938-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 284-2024

**In Control:** Urban County Council

**File Created:** 09/13/2024

**File Name:** VOICES OF HOPE MOU FY25

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope - Lexington, Inc., to provide drug and alcohol addiction recovery services for the inmate population at the Div. of Community Corrections, at no cost to the Urban County Government. [Div. of Community Corrections, Colvin]

**Notes:** Stamped and filed in the CCO. Returned to Tammy Bradley via scans 10/17/2024. MS

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** VOICES OF HOPE memo FY25, VOICES OF HOPE MOU FY25, 0938-24 Voices of Hope Resolution 4863-9794-0454 v.1.docx, R-511-2024, 284-2024 - 511-2024 - CONTRACT - 2024 - CLK - Contracts - 10-24-2024

**Enactment Number:** R-511-2024

**Deed #:**

**Hearing Date:**

**Drafter:** BRADLEY, TAMMY

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0938-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope - Lexington, Inc., to provide drug and alcohol addiction recovery services for the inmate population at the

Div. of Community Corrections, at no cost to the Urban County Government. [Div. of Community Corrections, Colvin]

**Summary**

Authorization to execute a Memorandum of Understanding with Voices of Hope - Lexington, Inc. to provide drug and alcohol addiction recovery services for the inmate population at the Division of Community Corrections at no cost. (L0938-24) (Colvin/Armstrong)

Budgetary Implications: No (services are being offered at no cost)

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted: No

Account Number:

2025 Fiscal Year Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:

TO: Mayor Linda Gorton  
Urban County Council

FROM: Chief G.S. Colvin  
Division of Community Corrections

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: September 13, 2024

SUBJECT: Voices of Hope – Lexington, Inc. MOU

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### **Request**

Council authorization is requested to enter into a Memorandum of Understanding with Voices of Hope – Lexington, Inc. to provide drug and alcohol addiction recovery services for the Inmate population at the Division of Community Corrections.

### **Why are you requesting?**

Voices of Hope – Lexington, Inc. will be providing drug and alcohol addiction recovery services for the Inmate population at the Fayette County Detention Center.

The services are offered at no cost to the Division. The term of the MOU is for one year beginning July 1, 2024 and ending on June 30, 2025. The agreement can be terminated by giving not less than thirty (30) days written notice of termination.

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

Funds for this agreement are budgeted for FY25 - \$0

**Are the funds budgeted? No. The services offered are at no cost to the Division**

**File Number: L0938-24**

**Director/Commissioner: Chief G.S. Colvin**



## MEMORANDUM OF UNDERSTANDING

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

### WITNESSETH:

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

**WHEREAS**, Lexington Fayette Urban County Government by and through the Fayette County Detention Center (FCDC) operates the detention center, as part of its mission to provide for the incarceration of adult protection of institutional safety, the delivery of a constitutional level of services to those in need and the opportunity for program participation intended to reduce the likelihood of re-incarceration; and

**WHEREAS**, LFUCG/FCDC has residents being served by its detention center services and desires to offer peer support services, during LFUCG/FCDC hours, for such participants; and

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

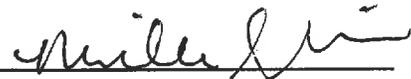
**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and obligations contained herein, VOH and LFUCG/FCDC hereby agree as follows:

1. VOH will arrange for one or more of its employees to provide at LFUCG/FCDC, telehealth peer support services, including Recovery Coaching services. This will include linkage and retention program enrollments of participants that are seeking linkage and retention to medications for opioid use disorder. The dates and times will be in accordance with the LFUCG/FCDC hours, but not to exceed 40 hours. The VOH staff are required to have significant experience and training with providing peer services, are certified peer support specialists and trained recovery coaches, and will be trained, supervised, and scheduled by VOH.
2. LFUCG/FCDC will provide space for service provision and data entry, provide onsite orientation and support, as needed, and refer participants for peer services.
3. VOH will provide information to clients about SMART Recovery, SMART Friends & Family Meetings.
4. This MOU is effective as of July 1, 2024, terminating on June 30, 2025. Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.
5. VOH complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. VOH provides equal opportunities for qualified persons in all aspects of its operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with VOH policy concerning smoking.

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

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

**VOICES OF HOPE – LEXINGTON, INC. Lexington Fayette Urban County Government (LFUCG)**

By: 

Name: Michelle S. Elswick  
 Title: President/CEO  
 Date: 9/9/24

By: \_\_\_\_\_

Name:  
 Title:  
 Date:

RESOLUTION NO. \_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VOICES OF HOPE – LEXINGTON, INC., TO PROVIDE DRUG AND ALCOHOL ADDICTION RECOVERY SERVICES FOR THE INMATE POPULATION AT THE DIVISION OF COMMUNITY CORRECTIONS, AT NO 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 execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Voices of Hope – Lexington, Inc., whereby Voices of Hope – Lexington, Inc., will provide drug and alcohol addiction recovery services for the inmate population at the Division of Community Corrections, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0938-24:JJR:4863-9794-0454, v. 1

RESOLUTION NO. 511-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VOICES OF HOPE – LEXINGTON, INC., TO PROVIDE DRUG AND ALCOHOL ADDICTION RECOVERY SERVICES FOR THE INMATE POPULATION AT THE DIVISION OF COMMUNITY CORRECTIONS, AT NO 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 execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Voices of Hope – Lexington, Inc., whereby Voices of Hope – Lexington, Inc., will provide drug and alcohol addiction recovery services for the inmate population at the Division of Community Corrections, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:  
*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

**MEMORANDUM OF UNDERSTANDING**

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

**WITNESSETH:**

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

**WHEREAS**, Lexington Fayette Urban County Government by and through the Fayette County Detention Center (FCDC) operates the detention center, as part of its mission to provide for the incarceration of adult protection of institutional safety, the delivery of a constitutional level of services to those in need and the opportunity for program participation intended to reduce the likelihood of re-incarceration; and

**WHEREAS**, LFUCG/FCDC has residents being served by its detention center services and desires to offer peer support services, during LFUCG/FCDC hours, for such participants; and

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

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

1. VOH will arrange for one or more of its employees to provide at LFUCG/FCDC, telehealth peer support services, including Recovery Coaching services. This will include linkage and retention program enrollments of participants that are seeking linkage and retention to medications for opioid use disorder. The dates and times will be in accordance with the LFUCG/FCDC hours, but not to exceed 40 hours. The VOH staff are required to have significant experience and training with providing peer services, are certified peer support specialists and trained recovery coaches, and will be trained, supervised, and scheduled by VOH.
2. LFUCG/FCDC will provide space for service provision and data entry, provide onsite orientation and support, as needed, and refer participants for peer services.
3. VOH will provide information to clients about SMART Recovery, SMART Friends & Family Meetings.
4. This MOU is effective as of July 1, 2024, terminating on June 30, 2025. Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.
5. VOH complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. VOH provides equal opportunities for qualified persons in all aspects of its operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with VOH policy concerning smoking.

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

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

**VOICES OF HOPE – LEXINGTON, INC. Lexington Fayette Urban County Government (LFUCG)**

By: 

Name: Michelle S. Elswick  
 Title: President/CEO  
 Date: 9/9/24

By: 

Name: Linda Gorton  
 Title: Mayor  
 Date: 10/17/24



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0941-24**

**File ID:** 0941-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/15/2024

**File Name:** Wabash ROW Quitclaim

**Final Action:** 09/26/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Quitclaim Deeds and any other documents necessary to transfer portions of non-utilized right-of-way adjacent to the properties located at 139 Wabash Dr. and 141 Wabash Dr. to the abutting property owners. [Dept. of Environmental Quality and Public Works, Albright]

**Notes:**

**Sponsors:**

**Enactment Date:** 09/26/2024

**Attachments:** Wabash ROW Quitclaim - Bluesheet Memo, Wabash - Memo to Law with Stakeholder Review Comments, Wabash - Signed Materials, Wabash - Image Highlight, RESO 941-24 Quitclaim Deed for Non-Utilized ROW to 139 141 Wabash Drive 4885-3084-6183 v.1.docx, R-491-2024

**Enactment Number:** R-491-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Nathan Dickerson

**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	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/26/2024	Approved				Pass

### Text of Legislative File 0941-24

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Quitclaim Deeds and any other documents necessary to transfer portions of non-utilized

right-of-way adjacent to the properties located at 139 Wabash Dr. and 141 Wabash Dr. to the abutting property owners. [Dept. of Environmental Quality and Public Works, Albright]

**Summary**

Authorization to execute a Quitclaim Deed to transfer portions of unused right-of-way to the adjacent property owners (Refab, LLC and Larry W. & Mary A. Lewis at 141 and 139 Wabash Drive) and execute of all related documents. No Budgetary impact. (L0941-24) (Albright)

**Budgetary Implications:** No

**Advance Document Review:**

**Law:** Yes, Completed by Michael Cravens, 9/10/24

**Risk Management:** NA

Fully Budgeted: NA

Account Number: NA

This Fiscal Year Impact: NA

Annual Impact: NA

Project: NA

Activity: NA

Budget Reference: NA

Current Balance: NA



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

**FROM:**   
Nathan Dickerson, Administrative Officer  
Environmental Quality & Public Works

**DATE:** September 6, 2024

**SUBJECT:** Request from Refab, LLC for Rejection of Public Right-of-Way

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**Request:**

The Department of Environmental Quality & Public Works requests Urban County Council approval of the transfer of portions of unused right-of-way to the adjacent property owners (Refab, LLC and Larry W. & Mary A. Lewis at 141 and 139 Wabash Drive, respectively). LFUCG Division and utility company representatives have responded with comments and consented to this request. The Department requests Council authorization of the transfer as presented and execution of all related documents. Should you have any questions regarding this request please feel free to call (859) 258-3407 or email [ndickerson@lexingtonky.gov](mailto:ndickerson@lexingtonky.gov).

**Why are you requesting:**

The property owners at 141 Wabash Drive requested this transfer and stakeholders have subsequently consented to their request after completing reviews. The abutting owners to this unused right-of-way at 139 Wabash Drive have also provided written consent to the portions described in the attachments. No street has been constructed, or will be constructed, utilizing this right-of-way; therefore, it is appropriate to quitclaim the unused portion to the requesting owners.

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

The cost for this FY is: N/A  
The cost for future FY is: N/A

**Are the funds budgeted?**

The funds are budgeted or a budget amendment is in process:  
Account number: N/A

**File Number:** 0941-24

**Director/Commissioner:** Nancy Albright  
Environmental Quality & Public Works





TO: Michael Cravens  
Managing Attorney, Department of Law

FROM:   
Nathan Dickerson, Administrative Officer  
Environmental Quality & Public Works

DATE: September 6, 2024

RE: Legal review of Refab, LLC’s requested rejection of public right-of-way

This memorandum is to request the legal review of a request to reject public right-of-way to the abutting owners according to the portions denoted in the attachments. LFUCG divisions and utility representatives have responded with comments, and those comments are summarized below for your review. Should you have any questions regarding this request, please feel free to contact me at (859) 258-3407.

**LFUCG INTERNAL**

*Emergency Services*

**Division of E911 & Addressing:** The Addressing Office does not have an issue with transferring this parcel of land from LFUCG. (Robert Poage)

**Division of Fire:** The Division of Fire has no issue with this right-of-way closure request. (Captain Greg Lengal)

*Environmental Quality & Public Works Divisions*

**Division of Engineering:** No objections. (Doug Burton)

**Division of Streets & Roads:** No objections from Streets & Roads. (Robert Allen)

**Division of Traffic Engineering:** There are no traffic engineering related issues with this the closure of the remnant portion of Elizabeth Street R/W between 139 / 141 Wabash Drive. (Jeff Neal)

**Division of Water Quality:** DWQ has no objections or conditions. (Greg Lubeck)

*Other LFUCG Divisions*



**Division of Planning:**

I have reviewed the attached right of way closure request and do not have any concerns with the proposal provided appropriate utility easements are retained. This is based on the following:

1. Any opportunity to provide a connection to Penmoken Park disappeared decades ago and thus this stub of right of way will not ever make this connection.
2. There are no properties for which this portion of right of way is the only public access.
3. There is no existing roadway facility or bike/ped facility within the right of way.

I have forwarded this to Director Duncan and Traci Wade to make sure there isn't something else I'm missing. Let me know if you have any questions or wish to discuss. (Christopher Evilia)

I do not see anything else for consideration. I would note that the minor plat should also be called an "administrative action" minor subdivision plat. This plat would also need to note any ordinance or resolution adopted and the date. (Traci Wade)

**EXTERNAL**

**NISOURCE (Columbia Gas):** Columbia Gas has reviewed the ROW closure request, and we have no objections. Our gas main is located within the right-of-way of Wabash Drive and we have no other facilities or easements that cross the parcel in question. (Autumn Dmytrewycz)

**Kentucky American Water:** Kentucky American Water has no interest in the existing right of way of Elizabeth St. therefore, consenting approval on our behalf of the proposed closure of the Elizabeth St. right of way. (Eric Stigall)

**Kentucky Utilities:** As long as the below language is included in the deed for you and the abutting property owner, then KU is good to proceed. This will cover our facilities located on the property being assumed. (Jordan Kiser)

TO HAVE AND TO HOLD the same unto the Grantee, its successors or assigns, subject to all easements and encumbrances of record and to any and all rights of others recognized or permitted by the Grantor for the presence of utilities in or upon the property, and in respect to such utility rights, where no easement exists, including without limitation the following: an easement allowing Kentucky Utilities Company, or its successor in interest, to maintain its facilities and equipment on the Premises; an easement allowing Columbia Gas of Kentucky, Inc., or its successor.

**Windstream:** We have reviewed everything and are okay with that [KU] language being used for Windstream's facilities as well. (Jeremy W. Mason)

**MetroNet:** We have confirmed that we don't have any plant in the area wanting to be released. (Lori Kemper)



## Consent to Quitclaim

We, Larry W. and Mary A. Lewis,  
are the owners of certain real property situated at 139 Wabash Drive, which abuts right-of-way described in the attachments that is proposed for quitclaim.

We understand the requestors to be Lindsay Muzic, Member, Refab, LLC,  
and we have received notice of the quitclaim request from the requestors informing us of the request and depicting the proposed areas to be quitclaimed. Legal descriptions of the areas proposed for quitclaim are attached **with our initials on each page.**

After being duly informed of this proposed quitclaim request, we, as the abutting owners located at 139 Wabash Drive, hereby consent to the proposed quitclaim as described by the requestors in the attached legal descriptions.

Larry W. Lewis

Name (Print)

Larry W. Lewis

Signature

9/5/2024

Date 5:50 pm.

Mary A. Lewis

Name (Print)

Mary A. Lewis

Signature

9/5/2024

Date 17:50 pm

PROPOSED CLOSURE  
Of  
ELIZABETH STREET  
in  
Lexington, Fayette County, Kentucky

Being a portion of the public right-of-way of Elizabeth Street in Lexington, Fayette County Kentucky and being Northwest of Lot 17, Block "D" and Southeast of Lot 18 Block "D" of Pensacola Park being more fully described and bounded as follows, to wit:

BEGINNING at a 1/2" rebar at the Northern right-of-way of Wabash Drive and the southeastern corner of Lot 18, Block "D" of Pensacola Park (Plat Cabinet "E", Slide 433), said point having Kentucky State Plane Coordinates of N = 188,260.3578 ft, E = 1,562,764.7295 ft, thence leaving the right-of-way of Wabash with the line of Lot 18, Block "D" of Pensacola Park N24°03'45"E 112.11' to a point; thence leaving Lot 18, Block "D" of Pensacola Park S66°07'37"E 23.25' to an iron pin in the right-of-way of Elizabeth Street; thence S24°47'06"W 125.79' to an iron pin at the Northern right-of-way of Wabash Drive; thence with the aforesaid right-of-way of Wabash Drive N33°57'20"W 25.65' to the point of beginning, and containing an area of 2687.80 Sq. Ft. (0.0617 acres).

End of Legal Description

*L. M. L.*  
*M. A. L.*

PROPOSED CLOSURE  
Of  
ELIZABETH STREET  
in  
Lexington, Fayette County, Kentucky

Being a portion of the public right-of-way of Elizabeth Street in Lexington, Fayette County Kentucky and being Northwest of Lot 17, Block "D" and Southeast of Lot 18 Block "D" of Pensacola Park being more fully described and bounded as follows, to wit:

BEGINNING at a 1/2" rebar at the Northern right-of-way of Wabash Drive and the southwestern corner of Lot 17, Block "D" of Pensacola Park (Plat Cabinet "E", Slide 433), thence with the right-of-way of Wabash Drive N33°57'20"W 19.27' to an iron pin; thence leaving the right-of-way of Wabash Drive and through Elizabeth Street N24°47'06"E 125.79' to an iron pin; thence S66°07'37"E 14.76' to the corner of Lot 17; thence with the line of Lot 17 and the right-of-way of Elizabeth S24°03'45"W 136.03' to the point of beginning, and containing an area of 2039.95 Sq. Ft. (0.0468 acres).

End of Legal Description

*S. W. S.*  
*M. A. W.*



VICINITY MAP  
NOT TO ANY SCALE

*L. W. Hill*  
*M. A. Hill*

NOTE:  
PARCEL 1 SHALL BE SOLD OR TRANSFERRED ONLY TO PARCEL 2 & PARCEL 3 SHALL BE SOLD OR TRANSFERRED ONLY TO PARCEL 4 FOR CONSOLIDATION PURPOSES.

OWNER'S CERTIFICATION:

WE DO HEREBY CERTIFY THAT WE, ARE THE ONLY OWNERS OF RECORD OF THE PROPERTIES PLATTED HEREON, SAID PROPERTIES BEING RECORDED IN DEED BOOK 1270, PAGE 580, DEED BOOK 4033, PAG 222, PLAT CABINET "E", 432 & PLAT CABINET "E", SLIDE 433 IN THE FAYETTE COUNTY CLERK'S OFFICE; AND DO HEREBY ADOPT THIS AS OUR RECORD PLAT FOR THESE PROPERTIES.

LARRY LEWIS (OWNER)  
138 WABASH DRIVE, LEXINGTON, KY 40503

DATE: \_\_\_\_\_

REFAB LLC (MEMBER)  
455 BRANNON ROAD, NICHOLASVILLE, KY 40356

DATE: \_\_\_\_\_

LAND SURVEYOR'S CERTIFICATION:

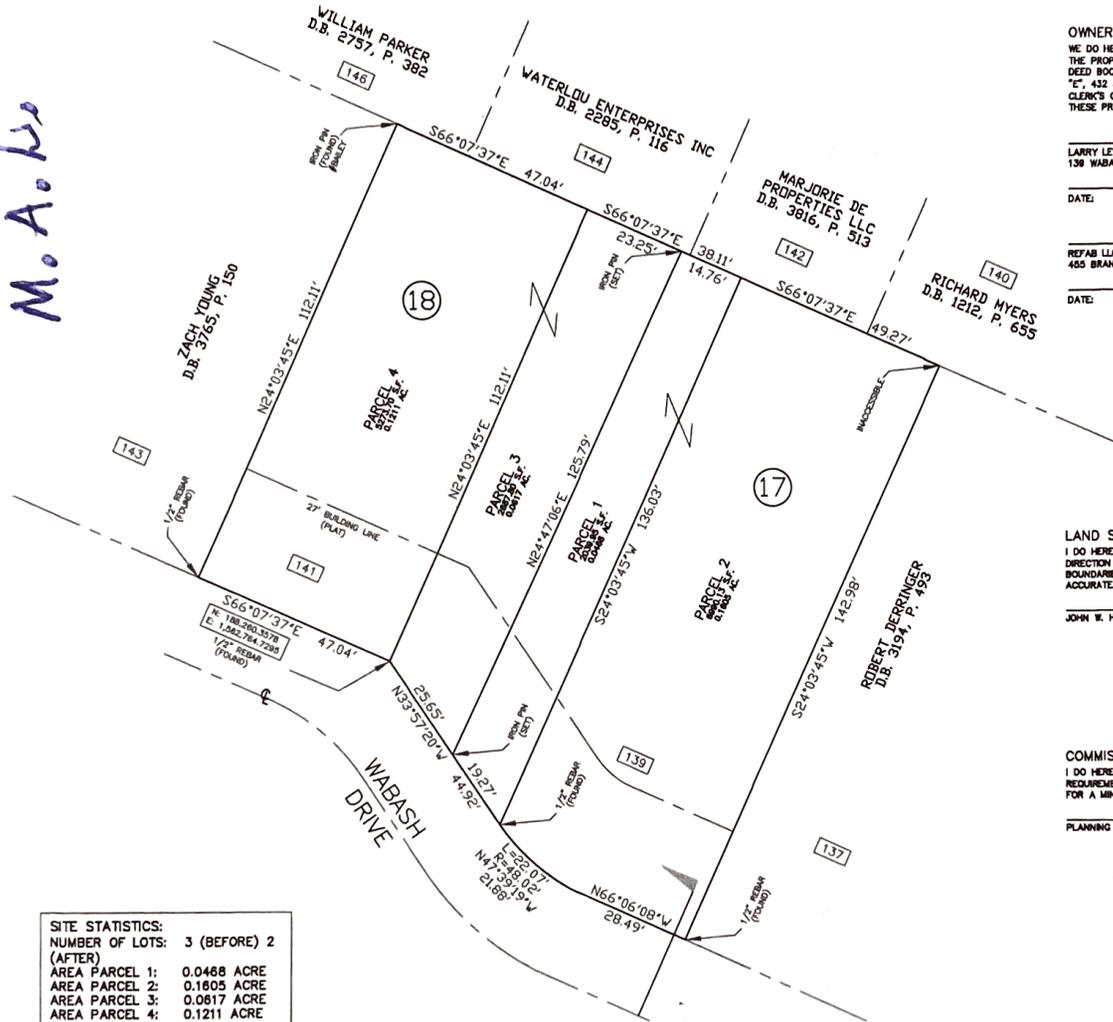
I DO HEREBY CERTIFY THAT THIS RECORD PLAT WAS PREPARED UNDER MY DIRECTION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE BOUNDARIES OF THE PROPERTY BEING TRANSFERRED ARE TRUE AND ACCURATE.

JOHN W. HILL: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMISSION'S CERTIFICATION:

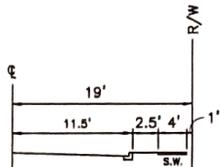
I DO HEREBY CERTIFY THAT THIS RECORD PLAT HAS MET THE REQUIREMENTS ESTABLISHED BY THE SUBDIVISION REGULATIONS FOR A MINOR PLAN, AND IS NOW ELIGIBLE FOR RECORDING.

PLANNING COMMISSION SECRETARY: \_\_\_\_\_ DATE: \_\_\_\_\_



SURVEY NOTES

1. ALL SET IRON PINS ARE #6 X 10" IRON PINS WITH PLASTIC I.D. CAP (#8928)
2. THIS SURVEY WAS PERFORMED USING SOLEA OCEX GPS RECEIVER AND CARLSON 8020 SOFTWARE WITH AN ERROR TOLERANCE OF LESS THAN 0.06" AND BEARINGS ARE REFERRED TO KY STATE PLANE NORTH ZONE NAD 83.
3. THIS PLAT IS BASED UPON AN URBAN CLASS SURVEY WHICH WAS PERFORMED IN FEBRUARY OF 2024.



1/2 SECTION - WABASH DRIVE

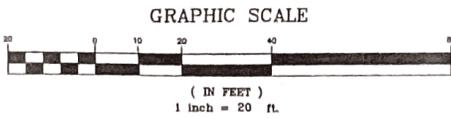
SITE STATISTICS:  
NUMBER OF LOTS: 3 (BEFORE) 2 (AFTER)  
AREA PARCEL 1: 0.0468 ACRE  
AREA PARCEL 2: 0.1805 ACRE  
AREA PARCEL 3: 0.0817 ACRE  
AREA PARCEL 4: 0.1211 ACRE

ZONE: R-1C/H1 OVERLAY  
LENGTH OF STREET: 142.52' (EXISTING)

OWNER/DEVELOPER INFO:  
LARRY LEWIS  
138 WABASH DRIVE  
LEXINGTON, KY, 40503  
REFAB LLC  
455 BRANNON ROAD  
NICHOLASVILLE, KY 40356



JOHN W. HILL, R.L.S.  
7001 BRADY WAY  
RICHMOND, KY 40475  
PHONE: (859) 621-9155  
john.hill4378@yahoo.com



CONSOLIDATION MINOR SUBDIVISION PLAT  
OF  
**LOTS 17 & 18, BLOCK "D", PENSACOLA PARK**  
139 & 141 WABASH DRIVE  
D.B. 1270, P. 580, D.B. 433, P. 222, P.C. "E", SLIDE 432 & P.C. "E", SLIDE 433  
Lexington, Fayette County, Kentucky  
FEBRUARY 22, 2024  
SCALE: 1"=20'

THIS PLAT REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150.



RESOLUTION NO. \_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE QUITCLAIM DEEDS AND ANY OTHER DOCUMENTS NECESSARY TO TRANSFER PORTIONS OF NON-UTILIZED RIGHT-OF-WAY ADJACENT TO THE PROPERTIES LOCATED AT 139 WABASH DRIVE AND 141 WABASH DRIVE TO THE ABUTTING PROPERTY OWNERS.

---

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 quitclaim deeds and any other documents necessary to transfer portions of non-utilized right-of-way adjacent to the properties located at 139 Wabash Drive and 141 Wabash Drive, respectively, as depicted in Exhibit A, to the abutting property owners.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

941-24:MSC:4885-3084-6183, v. 1

RESOLUTION NO. 491 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE QUITCLAIM DEEDS AND ANY OTHER DOCUMENTS NECESSARY TO TRANSFER PORTIONS OF NON-UTILIZED RIGHT-OF-WAY ADJACENT TO THE PROPERTIES LOCATED AT 139 WABASH DRIVE AND 141 WABASH DRIVE TO THE ABUTTING PROPERTY OWNERS.

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 quitclaim deeds and any other documents necessary to transfer portions of non-utilized right-of-way adjacent to the properties located at 139 Wabash Drive and 141 Wabash Drive, respectively, as depicted in Exhibit A, to the abutting property owners.

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

PASSED URBAN COUNTY COUNCIL: September 26, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

941-24.MSC:4885-3084-6183, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0942-24**

**File ID:** 0942-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/15/2024

**File Name:** Dawson Springs - ROW - Quitclaim

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Quitclaim Deed and any other documents necessary to transfer a portion of non-utilized right-of-way located adjacent to the property at 564 Asbury Lane to the abutting property owner. [Dept. of Environmental Quality and Public Works, Albright]

**Notes:**

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** Dawson Springs - Bluesheet Memo, Dawson Springs - Memo to Law with Reviewer Comments, Dawson Springs - Description, Dawson Springs - Image Highlight, RESO 942-24 Quitclaim Deed for Non-Utilized ROW to 564 Asbury Lane (Dawson Springs) 4868-7100-9255 v.1.docx, R-512-2024, Contract #374-2024

**Enactment Number:** R-512-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Nathan Dickerson

**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	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

**Text of Legislative File 0942-24**

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Quitclaim Deed and any other documents necessary to transfer a portion of non-utilized right-of-way located adjacent to the property at 564 Asbury Lane to the abutting property owner. [Dept. of Environmental Quality and Public Works, Albright]

**Summary**

Authorization to execute a Quitclaim Deed to transfer a portion of unused right-of-way to the adjacent property owner (Palumbo Properties, Inc.) with an abutting property address of 564 Asbury Lane and execute all related documents. No Budgetary impact. (L0942-24) (Albright)

**Budgetary Implications:** No

Advance Document Review:

**Law:** Yes, Completed by Michael Cravens, 9/10/24

**Risk Management:** NA

Fully Budgeted: NA

Account Number: NA

This Fiscal Year Impact: NA

Annual Impact: NA

Project: NA

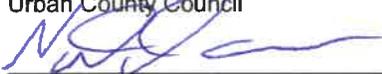
Activity: NA

Budget Reference: NA

Current Balance: NA



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

**FROM:**   
Nathan Dickerson, Administrative Officer  
Environmental Quality & Public Works

**DATE:** September 6, 2024

**SUBJECT:** Request from Palumbo Properties, Inc. for Rejection of a Portion of Public Right-of-Way

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**Request:**

The Department of Environmental Quality & Public Works requests Urban County Council approval of the transfer of a portion of unused right-of-way to the adjacent property owner (Palumbo Properties, Inc.). The abutting property has an address of 564 Asbury Lane. LFUCG Division and utility company representatives have responded with comments and consented to this request. The Department requests Council authorization of the transfer as presented and execution of all related documents. Should you have any questions regarding this request please feel free to call (859) 258-3407 or email [ndickerson@lexingtonky.gov](mailto:ndickerson@lexingtonky.gov).

**Why are you requesting:**

The property owners requested this transfer and stakeholders have subsequently consented to their request after completing reviews. Authorization of this request would grant the requesting owner the unused right-of-way, which is an unutilized stub. No street stub has been constructed, or will be constructed, utilizing this right-of-way; therefore, it is appropriate to quitclaim the unused portion to the requesting owners.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

**Are the funds budgeted?**

The funds are budgeted or a budget amendment is in process:

Account number: N/A

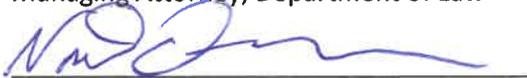
**File Number:** 0942-24

**Director/Commissioner:** Nancy Albright  
Environmental Quality & Public Works





TO: Michael Cravens  
Managing Attorney, Department of Law

FROM:   
Nathan Dickerson, Administrative Officer  
Environmental Quality & Public Works

DATE: September 5, 2024

RE: Legal review of requested rejection of ROW

This memorandum is to request the legal review of a request to reject a portion of public right of way denoted in the attachments. LFUCG divisions and utility representatives have responded with comments, and those comments are summarized below for your review. Should you have any questions regarding this request, please feel free to contact me at (859) 258-3407.

**LFUCG INTERNAL**

*Emergency Services*

**Division of E911 & Addressing:** We see no issue with closing this. (Robert Poage)

**Division of Fire:** The Division of Fire has no objections to this request. (Captain Greg Lengal)

*Environmental Quality & Public Works Divisions*

**Division of Engineering:** The R/W is no longer needed so we have no objections to the release. (Doug Burton)

**Division of Streets & Roads:** Streets & Roads is fine with the release. (Robert Allen)

**Division of Traffic Engineering:** Traffic Engineering finds closure acceptable. Developer should address removal of curb, gutter, and asphalt, installation of curb, gutter, and asphalt, construction of a stop sign and stop bar on Dawson Springs with ADA sidewalk ramps and tactile warning devices as part of development. (Jeff Neal)

**Division of Water Quality:** Water Quality finds that concerns with closing have been resolved and is OK with proceeding. (Greg Lubeck)



*Other LFUCG Divisions*

**Division of Planning:** We agree with the closure as long as the DWQ concerns have been addressed. (Kenzie Gleason and Tom Martin)

**EXTERNAL**

**NISOURCE (Columbia Gas):** Our mapping shows a gas main running along Silver Springs Drive but nothing on Dawson Springs Way. We have no objection to the closure of the stub. (Autumn Dmytrewycz)

**Kentucky American Water:** I have reviewed this request and since Kentucky American has a Private Water Line Easement in the area in question, we have NO reason to disallow this request. (Tobey J. Adams)

**Kentucky Utilities:** KU has reviewed this ROW closure request and determined we have no facilities in this proposed street stub closure. No additional language in the deed is required from KU as we do not have facilities in this location. (Jordan Kiser)

**Windstream:** That's fine Windstream has no plant in that area of the ROW. (Jean Hadley)

**MetroNet:** As long as they do not do anything underground on the other side of the street then MetroNet has no issue. (Debora Blen Umana)



# MURPHY & CLENDENEN, PLLC

ATTORNEYS AT LAW

LEXINGTON FINANCIAL CENTER

250 West Main Street, Suite 2510

Lexington, Kentucky 40507

TEL: (859) 233-9811

FAX: (859) 233-0184

E-MAIL

Richard@MurphyClendenen.com

Chris@MurphyClendenen.com

RICHARD V. MURPHY

CHRISTOPHER M. CLENDENEN

September 2, 2021

Mr. Nathan Dickerson  
Administrative Officer  
Department of Environmental Quality & Public Works  
Lexington-Fayette Urban Count Government  
200 East Main Street  
Lexington, KY 40507

Re: Request for street closure: Unneeded stub of  
Dawson Springs Way

Dear Mr. Dickerson:

I represent Palumbo Properties, Inc., which is requesting a street closure for an unneeded stub of Dawson Springs Way. Palumbo Properties, Inc. owns all abutting property. (The abutting property has an address of 564 Asbury Lane even though none of the tract actually touches Asbury Lane).

The stub was created by the plat of Newtown Springs recorded in Plat Cabinet M, Slide 975 in the Fayette County Clerk's office. I have marked the location of the unneeded stub in yellow on that plat. I have also enclosed a graphic exhibit showing the stub and a written legal description.

The reason we are requesting closure of this stub is because originally, Dawson Springs Way was going to be extended to the southeast and Silver Springs Drive was going to terminate at this intersection. Now, Dawson Springs Way will be terminated, and Silver Springs Drive will be extended to the adjoining property. Thus, the stub of Dawson Springs Way is no longer needed. Tom Martin in the Division of Planning is familiar with this.

Please contact me if you need more information. We appreciate your help.

Sincerely,



Richard V. Murphy

RVM/prb  
Enclosures

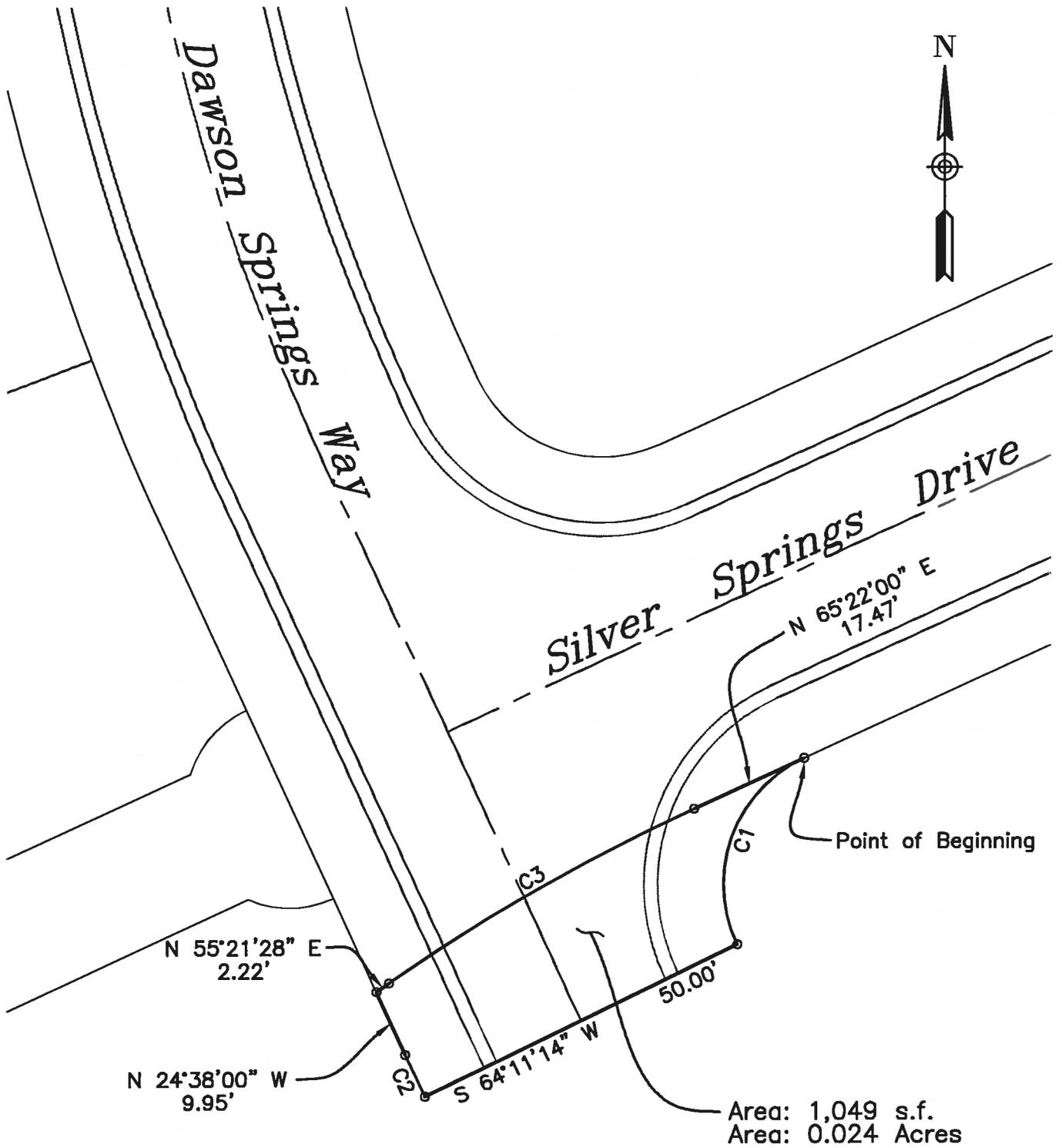


## LEGAL DESCRIPTION

Lexington Fayette Urban County Government  
Street Right of Way Release  
Lexington, Fayette County, Kentucky

A TRACT OF LAND LOCATED AT THE SOUTHERN INTERSECTION OF DAWSON SPRINGS WAY AND SILVER SPRINGS DRIVE IN LEXINGTON, FAYETTE COUNTY, KENTUCKY AND MORE FULLY DESCRIBED AND BOUNDED AS FOLLOWS:

BEGINNING at a point in the existing right of way of Silver Springs Drive, said point being adjacent to the property at 564 Asbury Lane; thence along the existing right of way of Silver Springs Drive and Dawson Springs Drive along a circular curve to the left having a radius of 20.00', an arc length of 31.83' and a chord of S 19°46'37" W for 28.57', to a point; thence, S 64°11'14" W for 50.00' to a point; thence, along a circular curve to the right having a radius of 325.00', an arc length of 6.69' and a chord of N 25°13'23" W for 6.69', to a point; thence, N 24°38'00" W for 9.95' to a point; thence along a new division line N 55°21'28" E for 2.22' to a point; thence along a circular curve to the right having a radius of 290.00', an arc length of 50.66' and a chord of N 60°21'44" E for 50.59'; thence N 65°22'00" E for 17.47' to the point of beginning, containing an area of 1,049 square feet or 0.024 acres.



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.83'	S 19°46'37" W	28.57'
C2	325.00'	6.69'	N 25°13'23" W	6.69'
C3	290.00'	50.66'	N 60°21'44" E	50.59'

## *Street Right of Way Release Exhibit*

Scale: 1" = 20'



RESOLUTION NO. \_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A QUITCLAIM DEED AND ANY OTHER DOCUMENTS NECESSARY TO TRANSFER A PORTION OF NON-UTILIZED RIGHT-OF-WAY LOCATED ADJACENT TO THE PROPERTY AT 564 ASBURY LANE TO THE ABUTTING PROPERTY OWNER.

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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 quitclaim deed and any other documents necessary to transfer a portion of non-utilized right-of-way located adjacent to the property at 564 Asbury Lane, depicted in Exhibit A, to the abutting property owner.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. 512 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A QUITCLAIM DEED AND ANY OTHER DOCUMENTS NECESSARY TO TRANSFER A PORTION OF NON-UTILIZED RIGHT-OF-WAY LOCATED ADJACENT TO THE PROPERTY AT 564 ASBURY LANE TO THE ABUTTING PROPERTY OWNER.

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 quitclaim deed and any other documents necessary to transfer a portion of non-utilized right-of-way located adjacent to the property at 564 Asbury Lane, depicted in Exhibit A, to the abutting property owner.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
601 West Broadway  
Suite 110  
Louisville, KY 40202

**Grant Number: KY0315L4I022300**  
**Recipient's Name: Lexington-Fayette Urban County Government**  
**Tax ID Number: 61-0858140**  
**Unique Entity Identifier [SAM]: VM1GLHWZXA96**  
**Federal Award Date: 8/29/2024**

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)  
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Lexington-Fayette Urban County Government (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$118,885, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<b>Grant No.</b>	<b>Grant Term</b>	<b>Performance Period</b>	<b>Total Amount</b>
KY0315L4I022300		<u>01/01/2025</u> - <u>12/31/2025</u>	\$118,885
a. Continuum of Care planning activities			\$118,885
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$0
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

## Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

Erik D. Hoglund  
(Signature)

Erik D. Hoglund, Acting CPD Director  
(Typed Name and Title)

August 29, 2024  
(Date)

**RECIPIENT**

Lexington-Fayette Urban County Government  
(Name of Organization)

By:

Linda Gorton  
(Signature of Authorized Official)

Linda Gorton, Mayor  
(Typed Name and Title of Authorized Official)

9/26/24  
(Date)

### Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
None		

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

**File Number: 0943-24**

**File ID:** 0943-24

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/16/2024

**File Name:** 25-0014- FLSA Change from Exempt to Non-Exempt

**Final Action:** 10/10/2024

**Title:** An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) position of Recreation Supervisor, Grade 514E, and creating one (1) position of Recreation Supervisor, Grade 514N, in the Div. of Social Services, abolishing three (3) positions of Recreation Specialist Senior, Grade 516E, and creating three (3) positions of Recreation Specialist Senior, Grade 516N, in the Div. of Aging and Disability Services, abolishing four (4) positions of Recreation Supervisor, Grade 514E, and creating four (4) positions of Recreation Supervisor, Grade 514N, abolishing five (5) positions of Recreation Specialist Senior, Grade 516E, and creating five (5) positions of Recreation Specialist Senior, Grade 516N, and abolishing five (5) positions of Recreation Manager, Grade 520E, and creating five (5) positions of Recreation Manager, Grade 520N, all in the Div. of Parks and Recreation, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective the first pay period following passage of Council. [Div. of Human Resources, George]

**Notes:**

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** Bluesheet Memo - 25-0014, From To 25-0014, ORD 0943-24 FLSA Recreation Positions 4882-3327-3062 v.1.docx, O-110-2024

**Enactment Number:** O-110-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass

1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024
1	Urban County Council	10/10/2024	Approved		Pass

**Text of Legislative File 0943-24**

**Title**

An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) position of Recreation Supervisor, Grade 514E, and creating one (1) position of Recreation Supervisor, Grade 514N, in the Div. of Social Services, abolishing three (3) positions of Recreation Specialist Senior, Grade 516E, and creating three (3) positions of Recreation Specialist Senior, Grade 516N, in the Div. of Aging and Disability Services, abolishing four (4) positions of Recreation Supervisor, Grade 514E, and creating four (4) positions of Recreation Supervisor, Grade 514N, abolishing five (5) positions of Recreation Specialist Senior, Grade 516E, and creating five (5) positions of Recreation Specialist Senior, Grade 516N, and abolishing five (5) positions of Recreation Manager, Grade 520E, and creating five (5) positions of Recreation Manager, Grade 520N, all in the Div. of Parks and Recreation, thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective the first pay period following passage of Council. [Div. of Human Resources, George]

**Summary**

Authorization to abolish and create the Recreation Supervisor, Recreation Specialist Sr. and Recreation Manager positions in order to conform to the Fair Labor Standards Act (FLSA) and transfer the incumbents from exempt to non-exempt status, effective beginning the first pay period following Council approval. (L0943-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

**Law:** {Select Yes/No, Completed by [Attorney Name, Date]}

**Risk Management:** NA

Fully Budgeted: Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



**M E M O R A N D U M**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, Chief Administrative Officer  
Council Members

**FROM:**   
Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** September 16, 2024

**SUBJECT:** **FLSA change from Exempt to Non-Exempt**

**Request:**

Council authorization is requested to abolish and create positions in order to conform to the Fair Labor Standards Act (FLSA) and transfer the incumbents from exempt to non-exempt status, effective beginning the first pay period following council approval.

**Why are you requesting:**

After further review of the job duties for each classification and in accordance with the U.S. Department of Labor's FLSA regulations, the Division of Human Resources has determined that the following classifications and the incumbents will change from exempt to non-exempt status.

Division	Position	Employee Name	Current Grade	New Grade
Social Services	Recreation Supervisor	Stephanie Bowling	514E	514N
Aging & Disability	Recreation Specialist Sr	Martha McFarland	516E	516N
Aging & Disability	Recreation Specialist Sr	Amanda Cobb	516E	516N
Aging & Disability	Recreation Specialist Sr	Wendy Jett	516E	516N
Parks & Recreation	Recreation Supervisor	Tyrone Groves	514E	514N
Parks & Recreation	Recreation Supervisor	Samuel Garcia	514E	514N
Parks & Recreation	Recreation Supervisor	Trudy Rose	514E	514N



Parks & Recreation	Recreation Supervisor	Rodriguez Givens	514E	514N
Parks & Recreation	Recreation Specialist Sr	VACANT	516E	516N
Parks & Recreation	Recreation Specialist Sr	Brent Claiborne	516E	516N
Parks & Recreation	Recreation Specialist Sr	Jill Wilson	516E	516N
Parks & Recreation	Recreation Specialist Sr	Jonathan Boone	516E	516N
Parks & Recreation	Recreation Specialist Sr	Leah Hopkins	516E	516N
Parks & Recreation	Recreation Manager	Zachary Martin	520E	520N
Parks & Recreation	Recreation Manager	Georgia Ockerman	520E	520N
Parks & Recreation	Recreation Manager	Lily Robertson	520E	520N
Parks & Recreation	Recreation Manager	Cornell Burbage	520E	520N
Parks & Recreation	Recreation Manager	Anthony Jackson	520E	520N

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

While the base salaries remain the same, there may be a potential fiscal impact due to the fact that these employees will become eligible for overtime pay.

File Number: 0943.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have any questions or need additional information, please contact Alana Morton 859-258-3037.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/10/24

Classified Civil Service

Changes From:

Changes To:

Div.	No.	Class	Pay		Prog.		Hourly or Bi-weekly	Div.	No.	Class	Pay		Prog.		Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Employee Name	Salary	Line #	Pos.	Code	Grade	Position Title	#	Employee Name	Salary
<b>Department of Social Services (610)</b>								<b>Department of Social Services (610)</b>							
610.055	1	802	514E	Recreation Supervisor	----	Stephanie Bowling	\$1,954.80/biweekly	610.055	1	802	514N	Recreation Supervisor	----	Stephanie Bowling	\$24.435/hourly
<b>Division of Aging &amp; Disability Services (615)</b>								<b>Division of Aging &amp; Disability Services (615)</b>							
615.035	3	806	516E	Recreation Specialist Sr	----	Martha McFarland	\$2,809.60/biweekly	615.035	3	806	516N	Recreation Specialist Sr	----	Martha McFarland	\$35.120/hourly
						Amanda Cobb	\$1,911.12/biweekly							Amanda Cobb	\$23.889/hourly
						Wendy Jett	\$2,220.56/biweekly							Wendy Jett	\$27.757/hourly
<b>Division of Parks &amp; Recreation (760)</b>								<b>Division of Parks &amp; Recreation (760)</b>							
760.050	5	803	520E	Recreation Manager	----	Zachary Martin	\$2,365.44/biweekly	760.050	5	803	520N	Recreation Manager	----	Zachary Martin	\$29.568/hourly
						Georgia Ockerman	\$3,306.96/biweekly							Georgia Ockerman	\$41.337/hourly
						Lily Robertson	\$2,365.44/biweekly							Lily Robertson	\$29.568/hourly
						Cornell Burbage	\$2,601.84/biweekly							Cornell Burbage	\$32.523/hourly
						Anthony Jackson	\$2,444.56/biweekly							Anthony Jackson	\$30.557/hourly
760.072	5	806	516E	Recreation Specialist Sr	----	Vacant	----	760.072	5	806	516N	Recreation Specialist Sr	----	Vacant	----
						Brent Claiborne	\$2,317.76/biweekly							Brent Claiborne	\$28.972/hourly
						Jill Wilson	\$2,466.00/biweekly							Jill Wilson	\$30.825/hourly
						Jonathan Boone	\$1,760.56/biweekly							Jonathan Boone	\$22.007/hourly
						Leah Hopkins	\$2,152.24/biweekly							Leah Hopkins	\$26.903/hourly
760.130	4	502	514E	Recreation Supervisor	----	Tyrone Groves	\$2,373.52/biweekly	760.130	4	502	514N	Recreation Supervisor	----	Tyrone Groves	\$29.669/hourly
						Samuel Garcia	\$1,871.76/biweekly							Samuel Garcia	\$23.397/hourly
						Trudy Rose	\$1,871.92/biweekly							Trudy Rose	\$23.399/hourly
						Rodriguez Givens	\$1,865.44/biweekly							Rodriguez Givens	\$23.318/hourly

ORDINANCE NO. \_\_\_\_\_ - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) POSITION OF RECREATION SUPERVISOR, GRADE 514E, AND CREATING ONE (1) POSITION OF RECREATION SUPERVISOR, GRADE 514N, IN THE DIVISION OF SOCIAL SERVICES, ABOLISHING THREE (3) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516E, AND CREATING THREE (3) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516N, IN THE DIVISION OF AGING AND DISABILITY SERVICES, ABOLISHING FOUR (4) POSITIONS OF RECREATION SUPERVISOR, GRADE 514E, AND CREATING FOUR (4) POSITIONS OF RECREATION SUPERVISOR, GRADE 514N, ABOLISHING FIVE (5) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516E, AND CREATING FIVE (5) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516N, AND ABOLISHING FIVE (5) POSITIONS OF RECREATION MANAGER, GRADE 520E, AND CREATING FIVE (5) POSITIONS OF RECREATION MANAGER, GRADE 520N, ALL IN THE DIVISION OF PARKS AND RECREATION, THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE THE FIRST PAY PERIOD FOLLOWING PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

610.055	1	802	514N	Recreation Supervisor
615.035	3	806	516N	Recreation Specialist Sr.
760.050	5	803	520N	Recreation Manager
760.072	5	806	516N	Recreation Specialist Sr.
760.130	4	502	514N	Recreation Supervisor

Section 2 – That the incumbents to the position be and hereby are transferred from an exempt to non-exempt position as follows:

Stephanie Bowling, from Recreation Supervisor, Grade 514E, at \$1,954.80 biweekly, to Recreation Supervisor, Grade 514N, at \$24.435 hourly.

Martha McFarland, from Recreation Specialist Senior, Grade 516E, at \$2,809.60 biweekly, to Recreation Specialist Senior, Grade 516N, at \$35.120 hourly.

Amanda Cobb, from Recreation Specialist Senior, Grade 516E, at \$1,911.12 biweekly, to Recreation Specialist Senior, Grade 516N, at \$23.889 hourly.

Wendy Jett, from Recreation Specialist Senior, Grade 516E, at \$2,220.56 biweekly, to Recreation Specialist Senior, Grade 516N, at \$27.757 hourly.

Zachary Martin, from Recreation Manager, Grade 520E, at \$2,365.44 biweekly, to Recreation Manager, Grade 520N, at \$29.568 hourly.

Georgia Ockerman, from Recreation Manager, Grade 520E, at \$3,306.96

biweekly, to Recreation Manager, Grade 520N, at \$41.337 hourly.

Lily Robertson, from Recreation Manager, Grade 520E, at \$2,365.44 biweekly, to Recreation Manager, Grade 520N, at \$29.568 hourly.

Cornell Burbage, from Recreation Manager, Grade 520E, at \$2,601.84 biweekly, to Recreation Manager, Grade 520N, at \$32.523 hourly.

Anthony Jackson, from Recreation Manager, Grade 520E, at \$2,444.56 biweekly, to Recreation Manager, Grade 520N, at \$30.557 hourly.

Brent Claiborne, from Recreation Specialist Senior, Grade 516E, at \$2,317.76 biweekly, to Recreation Specialist Senior, Grade 516N, at \$28.972 hourly.

Jill Wilson, from Recreation Specialist Senior, Grade 516E, at \$2,466.00 biweekly, to Recreation Specialist Senior, Grade 516N, at \$30.825 hourly.

Johnathan Boone, from Recreation Specialist Senior, Grade 516E, at \$1,760.56 biweekly, to Recreation Specialist Senior, Grade 516N, at \$22.007 hourly.

Leah Hopkins, from Recreation Specialist Senior, Grade 516E, at \$2,152.24 biweekly, to Recreation Specialist Senior, Grade 516N, at \$26.903 hourly.

Tyrone Groves, from Recreation Supervisor, Grade 514E, at \$2,373.52 biweekly, to Recreation Supervisor, Grade 514N, at \$29.669 hourly.

Samuel Garcia, from Recreation Supervisor, Grade 514E, at \$1,871.76 biweekly, to Recreation Supervisor, Grade 514N, at \$23.397 hourly.

Trudy Rose, from Recreation Supervisor, Grade 514E, at \$1,871.92 biweekly, to Recreation Supervisor, Grade 514N, at \$23.399 hourly.

Rodriguez Givens, from Recreation Supervisor, Grade 514E, at \$1,865.44 biweekly, to Recreation Supervisor, Grade 514N, at \$23.318 hourly.

Section 3 – That this Ordinance shall become effective the first pay period following passage of Council.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

ORDINANCE NO. 110 - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) POSITION OF RECREATION SUPERVISOR, GRADE 514E, AND CREATING ONE (1) POSITION OF RECREATION SUPERVISOR, GRADE 514N, IN THE DIVISION OF SOCIAL SERVICES, ABOLISHING THREE (3) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516E, AND CREATING THREE (3) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516N, IN THE DIVISION OF AGING AND DISABILITY SERVICES, ABOLISHING FOUR (4) POSITIONS OF RECREATION SUPERVISOR, GRADE 514E, AND CREATING FOUR (4) POSITIONS OF RECREATION SUPERVISOR, GRADE 514N, ABOLISHING FIVE (5) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516E, AND CREATING FIVE (5) POSITIONS OF RECREATION SPECIALIST SENIOR, GRADE 516N, AND ABOLISHING FIVE (5) POSITIONS OF RECREATION MANAGER, GRADE 520E, AND CREATING FIVE (5) POSITIONS OF RECREATION MANAGER, GRADE 520N, ALL IN THE DIVISION OF PARKS AND RECREATION, THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE THE FIRST PAY PERIOD FOLLOWING PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

610.055	1	802	514N	Recreation Supervisor
615.035	3	806	516N	Recreation Specialist Sr.
760.050	5	803	520N	Recreation Manager
760.072	5	806	516N	Recreation Specialist Sr.
760.130	4	502	514N	Recreation Supervisor

Section 2 – That the incumbents to the position be and hereby are transferred from an exempt to non-exempt position as follows:

Stephanie Bowling, from Recreation Supervisor, Grade 514E, at \$1,954.80 biweekly, to Recreation Supervisor, Grade 514N, at \$24.435 hourly.

Martha McFarland, from Recreation Specialist Senior, Grade 516E, at \$2,809.60 biweekly, to Recreation Specialist Senior, Grade 516N, at \$35.120 hourly.

Amanda Cobb, from Recreation Specialist Senior, Grade 516E, at \$1,911.12 biweekly, to Recreation Specialist Senior, Grade 516N, at \$23.889 hourly.

Wendy Jett, from Recreation Specialist Senior, Grade 516E, at \$2,220.56 biweekly, to Recreation Specialist Senior, Grade 516N, at \$27.757 hourly.

Zachary Martin, from Recreation Manager, Grade 520E, at \$2,365.44 biweekly, to Recreation Manager, Grade 520N, at \$29.568 hourly.

Georgia Ockerman, from Recreation Manager, Grade 520E, at \$3,306.96

biweekly, to Recreation Manager, Grade 520N, at \$41.337 hourly.

Lily Robertson, from Recreation Manager, Grade 520E, at \$2,365.44 biweekly, to Recreation Manager, Grade 520N, at \$29.568 hourly.

Cornell Burbage, from Recreation Manager, Grade 520E, at \$2,601.84 biweekly, to Recreation Manager, Grade 520N, at \$32.523 hourly.

Anthony Jackson, from Recreation Manager, Grade 520E, at \$2,444.56 biweekly, to Recreation Manager, Grade 520N, at \$30.557 hourly.

Brent Claiborne, from Recreation Specialist Senior, Grade 516E, at \$2,317.76 biweekly, to Recreation Specialist Senior, Grade 516N, at \$28.972 hourly.

Jill Wilson, from Recreation Specialist Senior, Grade 516E, at \$2,466.00 biweekly, to Recreation Specialist Senior, Grade 516N, at \$30.825 hourly.

Johnathan Boone, from Recreation Specialist Senior, Grade 516E, at \$1,760.56 biweekly, to Recreation Specialist Senior, Grade 516N, at \$22.007 hourly.

Leah Hopkins, from Recreation Specialist Senior, Grade 516E, at \$2,152.24 biweekly, to Recreation Specialist Senior, Grade 516N, at \$26.903 hourly.

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Rodriguez Givens, from Recreation Supervisor, Grade 514E, at \$1,865.44 biweekly, to Recreation Supervisor, Grade 514N, at \$23.318 hourly.

Section 3 – That this Ordinance shall become effective the first pay period following passage of Council.

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: October 18, 2024-1t



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0944-24**

**File ID:** 0944-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 276-2024

**In Control:** Urban County  
Council

**File Created:** 09/16/2024

**File Name:** Request Council authorization to execute FY25 Neighborhood Action Match Program contracts with the following: Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge Homeowners Association, Inc. (\$8,000), Hamburg

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Neighborhood Action Match Grant Program Contracts with the following: Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge Homeowners Association, Inc. (\$8,000), Hamburg Park Townhomes Owners Association (\$8,000), Open Gates Neighborhood Association (\$427.33), Quail Run Townhomes Association, Inc. (\$5,000), Stonewall Equestrian Estates Association, Inc. (\$8,000), Lakeview Islands Security and Maintenance Association (\$8,000), the Village at Rabbit Run Condominium Association, Inc. (\$3,005), the Village at Tates Creek Homeowners Association, Inc. (\$8,000), the Villages of Kirkwood Homeowners Association, Inc. (\$8,000), the Villas at Andover Homeowners Association, Inc. (\$8,000), and Wellington Maintenance Association, Inc. (\$8,000), for the purpose of carrying out various neighborhood activities and improvements for FY 2025, at a cost not to exceed \$85,888.33. [Council Office, Hall]

**Notes:** Stamped and filed in the CCO. Returned to Celia Moore 10/10/2024. MS stamped and filed in CCO returned to Celia 10.16.24 AA

Aintree stamped and filed in the CCO. Returned to Celia Moore via pick up 11/6/2024. MS JK these aren't executed. Emailed her on 11/6/2024 to let her know.

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** 25 - Bluesheet Memo - NAMP Award, FY25 NAMP Agreement, RESO 944-24 4855-4898-1992 v.1.docx, R-513-2024, Contract #276-2024 - Open Gates, Contract #276-2024 - Autumn Ridge, Contract #276-2024 -The Village at Rabbit Run, Contract #276-2024 -Lakeview Islands Security and Maintenance Association, Contract #276-2024 -Wellington Maintenance, Contract #276-2024 -The Village at Tates Creek Homeowners's Association, Contract #276-2024 -Villas at Andover, Contract

**Enactment Number:** R-513-2024

- #276-2024 - Hamburg Park Townhomes, Contract
- #276-2024 -Ashland Neighborhood, Contract
- #276-2024 -Stonewell Equestrian, Contract
- #276-2024-Quail Run Townhouses, Contract
- #276-2024 - Aintree Condominiums, Contract
- #276-2024 -The Villages at Kirkwood

**Deed #:**

**Drafter:** Katrina James

**Hearing Date:**

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
2	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
2	Urban County Council	10/10/2024	Approved				Pass

**Text of Legislative File 0944-24**

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Neighborhood Action Match Grant Program Contracts with the following: Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge Homeowners Association, Inc. (\$8,000), Hamburg Park Townhomes Owners Association (\$8,000), Open Gates Neighborhood Association (\$427.33), Quail Run Townhomes Association, Inc. (\$5,000), Stonewall Equestrian Estates Association, Inc. (\$8,000), Lakeview Islands Security and Maintenance Association (\$8,000), the Village at Rabbit Run Condominium Association, Inc. (\$3,005), the Village at Tates Creek Homeowners Association, Inc. (\$8,000), the Villages of Kirkwood Homeowners Association, Inc. (\$8,000), the Villas at Andover Homeowners Association, Inc. (\$8,000), and Wellington Maintenance Association, Inc. (\$8,000), for the purpose of carrying out various neighborhood activities and improvements for FY 2025, at a cost not to exceed \$85,888.33. [Council Office, Hall]

**Summary**

Authorization to execute FY 2025 Neighborhood Action Match Program Contracts with the following: Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge Homeowners Association, Inc. (\$8,000), Hamburg Park Townhomes Owners Association (\$8,000), Open Gates Neighborhood Association (\$427.33), Quail Run Townhomes Association, Inc. (\$5,000), Stonewall Equestrian Estates Association, Inc. (\$8,000), Lakeview Islands Security and Maintenance Association (\$8,000), The Village at Rabbit Run Condominium Association, Inc. (\$3,005), The Village at Tates Creek Homeowners Association, Inc. (\$8,000), The Villages of Kirkwood Homeowners Association, Inc. (\$8,000), The Villas at Andover Homeowners Association, Inc. (\$8,000), and Wellington Maintenance Association, Inc. (\$8,000). Total cost not to

exceed \$85,888.33. Funds are Budgeted. (L0944-24) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by William Razor, 9/17/2024

**Risk Management:** N/A

Fully Budgeted: yes

Account Number: 1101-160202-1427-71299

This Fiscal Year Impact: \$85,888.33

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: \$86,028



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

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

**DATE: SEPTEMBER 13, 2024**

**SUBJECT: Neighborhood Action Match Program Contracts - Fiscal Year 2025**

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**Request:**

Request Council authorization to execute FY25 Neighborhood Action Match Program contracts with the following: Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge Homeowners Association, Inc. (\$8,000), Hamburg Park Townhomes Owners Association (\$8,000), Open Gates Neighborhood Association (\$427.33), Quail Run Townhomes Association, Inc. (\$5,000), Stonewall Equestrian Estates Association, Inc. (\$8,000), Lakeview Islands Security and Maintenance Association (\$8,000), The Village at Rabbit Run Condominium Association, Inc. (\$3,005), The Village at Tates Creek Homeowners Association, Inc. (\$8,000), The Villages of Kirkwood Homeowners Association, Inc. (\$8,000), The Villas at Andover Homeowners Association, Inc. (\$8,000), and Wellington Maintenance Association, Inc. (\$8,000).

**Why are you requesting?**

In response to a Request for Applications, Grants and Special Programs received 30 applications requesting funds under the Fiscal Year 2025 Neighborhood Action Match Program. The Neighborhood Action Match Program Review Board met and reviewed requests for funding. Listed above are the recommendations for funding of various neighborhood activities and improvements.

**What is the cost in this budget year and future budget years?** The cost in this budget year is not to exceed \$85,888.33. No additional costs in future budget years are anticipated.

**Are the funds budgeted?** \$85,888.33 is currently budgeted in account # 1101-160202-1427-71299.

**File Number:** 0944-24

**Director/Commissioner:** Reynolds/Lanter



## **GRANT AGREEMENT**

**THIS GRANT AGREEMENT (“Contract”)**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and \_\_\_\_\_ (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### **WITNESSETH:**

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of \$\_\_\_\_\_ (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association’s subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: \_\_\_\_\_.

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

NAME OF NEIGHBORHOOD ASSOCIATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ -2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE NEIGHBORHOOD ACTION MATCH GRANT PROGRAM CONTRACTS WITH THE FOLLOWING: AINTREE CONDOMINIUM, INC. (\$8,000), ASHLAND NEIGHBORHOOD ASSOCIATION, INC. (\$5,456), AUTUMN RIDGE HOMEOWNERS ASSOCIATION, INC. (\$8,000), HAMBURG PARK TOWNHOMES OWNERS ASSOCIATION (\$8,000), OPEN GATES NEIGHBORHOOD ASSOCIATION (\$427.33), QUAIL RUN TOWNHOMES ASSOCIATION, INC. (\$5,000), STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. (\$8,000), LAKEVIEW ISLANDS SECURITY AND MAINTENANCE ASSOCIATION (\$8,000), THE VILLAGE AT RABBIT RUN CONDOMINIUM ASSOCIATION, INC. (\$3,005), THE VILLAGE AT TATES CREEK HOMEOWNERS ASSOCIATION, INC. (\$8,000), THE VILLAGES OF KIRKWOOD HOMEOWNERS ASSOCIATION, INC. (\$8,000), THE VILLAS AT ANDOVER HOMEOWNERS ASSOCIATION, INC. (\$8,000), AND WELLINGTON MAINTENANCE ASSOCIATION, INC. (\$8,000), FOR THE PURPOSE OF CARRYING OUT VARIOUS NEIGHBORHOOD ACTIVITIES AND IMPROVEMENTS FOR FY 2025, AT A COST NOT TO EXCEED \$85,888.33.

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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 Neighborhood Action Match Grant Program Contracts, Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge Homeowners Association, Inc. (\$8,000), Hamburg Park Townhomes Owners Association (\$8,000), Open Gates Neighborhood association (\$427.33), Quail Run Townhomes Association, Inc. (\$5,000), Stonewall Equestrian Estates Association, Inc. (\$8,000), Lakeview Islands Security and Maintenance Association (\$8,000), The Village at Rabbit Run Condominium Association, Inc. (\$3,005), The Village at Tates Creek Homeowners Association, Inc. (\$8,000), The Villages of Kirkwood Homeowners Association, Inc. (\$8,000), The Villas at Andover Homeowners Association, Inc. (\$8,000), and Wellington Maintenance Association, Inc. (\$8,000), which are attached hereto and incorporated herein by reference, with, for the purpose of carrying out various neighborhood activities and improvements for FY 2025.

Section 2 - That an amount, not to exceed the sum of \$85,888.33, be and hereby is approved for payment to the above-listed associations from account #1101-160202-71299, pursuant to the terms of the Contracts.

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  
0944-24:WDR:4855-4898-1992, v. 1

RESOLUTION NO. 513 -2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE NEIGHBORHOOD ACTION MATCH GRANT PROGRAM CONTRACTS WITH THE FOLLOWING: AINTREE CONDOMINIUM, INC. (\$8,000), ASHLAND NEIGHBORHOOD ASSOCIATION, INC. (\$5,456), AUTUMN RIDGE HOMEOWNERS ASSOCIATION, INC. (\$8,000), HAMBURG PARK TOWNHOMES OWNERS ASSOCIATION (\$8,000), OPEN GATES NEIGHBORHOOD ASSOCIATION (\$427.33), QUAIL RUN TOWNHOMES ASSOCIATION, INC. (\$5,000), STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. (\$8,000), LAKEVIEW ISLANDS SECURITY AND MAINTENANCE ASSOCIATION (\$8,000), THE VILLAGE AT RABBIT RUN CONDOMINIUM ASSOCIATION, INC. (\$3,005), THE VILLAGE AT TATES CREEK HOMEOWNERS ASSOCIATION, INC. (\$8,000), THE VILLAGES OF KIRKWOOD HOMEOWNERS ASSOCIATION, INC. (\$8,000), THE VILLAS AT ANDOVER HOMEOWNERS ASSOCIATION, INC. (\$8,000), AND WELLINGTON MAINTENANCE ASSOCIATION, INC. (\$8,000), FOR THE PURPOSE OF CARRYING OUT VARIOUS NEIGHBORHOOD ACTIVITIES AND IMPROVEMENTS FOR FY 2025, AT A COST NOT TO EXCEED \$85,888.33.

---

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 Neighborhood Action Match Grant Program Contracts, Aintree Condominium, Inc. (\$8,000), Ashland Neighborhood Association, Inc. (\$5,456), Autumn Ridge Homeowners Association, Inc. (\$8,000), Hamburg Park Townhomes Owners Association (\$8,000), Open Gates Neighborhood association (\$427.33), Quail Run Townhomes Association, Inc. (\$5,000), Stonewall Equestrian Estates Association, Inc. (\$8,000), Lakeview Islands Security and Maintenance Association (\$8,000), The Village at Rabbit Run Condominium Association, Inc. (\$3,005), The Village at Tates Creek Homeowners Association, Inc. (\$8,000), The Villages of Kirkwood Homeowners Association, Inc. (\$8,000), The Villas at Andover Homeowners Association, Inc. (\$8,000), and Wellington Maintenance Association, Inc. (\$8,000), which are attached hereto and incorporated herein by reference, with, for the purpose of carrying out various neighborhood activities and improvements for FY 2025.

Section 2 - That an amount, not to exceed the sum of \$85,888.33, be and hereby is approved for payment to the above-listed associations from account #1101-160202-71299, pursuant to the terms of the Contracts.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0944-24:WDR:4855-4898-1992, v. 1

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT ("Contract")**, made and entered into on the 10<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **Open Gates Neighborhood Association** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$427.33** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Neighborhood Community Engagement**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by ***cancelled checks and invoices*** or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
LINDA GORTON, MAYOR

ATTEST:

  
CLERK, URBAN COUNTY COUNCIL

OPEN GATES NEIGHBORHOOD ASSOCIATION

BY:   
MOLLY KATEN

TITLE: PRESIDENT

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Contract"), made and entered into on the 11<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **Autumn Ridge Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### WITNESSETH:

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$8,000** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Island Irrigation Installation**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

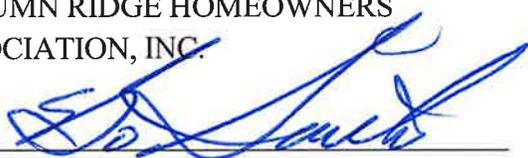
LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
  
CLERK, URBAN COUNTY COUNCIL

AUTUMN RIDGE HOMEOWNERS  
ASSOCIATION, INC.

BY:   
BO SMITH

TITLE: PRESIDENT

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Contract"), made and entered into on the 11<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **The Village at Rabbit Run Condominium Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### WITNESSETH:

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$3,005** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Entrance Safety Project – Remove Overgrown Arborvitae Bushes**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
*Mackenzie Stock*  
CLERK, URBAN COUNTY COUNCIL

THE VILLAGE AT RABBIT RUN  
CONDOMINIUM ASSOCIATION, INC.

BY: *Donna B. Moloney*  
DONNA MOLONEY

TITLE: PRESIDENT

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Contract"), made and entered into on the 11<sup>th</sup> day of October 2024, by and between the LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and The Lakeview Islands Security & Maintenance Association, Inc. (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### WITNESSETH:

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$8,000** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Installation of Lights – Lakeshore Causeway**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by ***cancelled checks and invoices*** or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
LINDA GORTON, MAYOR

ATTEST:

  
Deputy CLERK, URBAN COUNTY COUNCIL

THE LAKEVIEW ISLANDS SECURITY  
AND MAINTENANCE ASSOCIATION, INC.

BY:   
MIKE FLYNN

TITLE: PRESIDENT

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Contract"), made and entered into on the 11<sup>th</sup> day of October 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and Wellington Maintenance Association, Inc. (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### WITNESSETH:

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of \$8,000 (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Landscaping Enhancements**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
*Mackenzie Stock*  
CLERK, URBAN COUNTY COUNCIL

WELLINGTON MAINTENANCE ASSOCIATION

BY: *Roger Holland*  
ROGER HOLLAND

TITLE: PRESIDENT

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT ("Contract")**, made and entered into on the 14<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **The Village at Tates Creek Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$8,000** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Landscape Enhancements**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Mackenzie Stock*  
CLERK, URBAN COUNTY COUNCIL

*Deputy*

THE VILLAGE AT TATES CREEK  
HOMEOWNERS ASSOCIATION, INC.

BY: *Susan Thornton*  
SUSAN THORNTON

TITLE: PRESIDENT

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Contract"), made and entered into on the 11<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **Villas at Andover Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### WITNESSETH:

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$8,000** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Greenspace Renovation**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

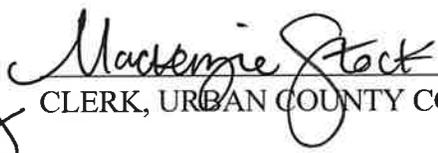
The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
  
CLERK, URBAN COUNTY COUNCIL

VILLAS AT ANDOVER HOMEOWNERS  
ASSOCIATION, INC.

BY:   
TIM SHUCK

TITLE: PRESIDENT

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT ("Contract")**, made and entered into on the 11<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **Hamburg Park Townhomes Owners Association** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$8,000** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Landscaping Enhancements**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by ***cancelled checks and invoices*** or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
LINDA GORTON, MAYOR

ATTEST:

  
Deputy CLERK, URBAN COUNTY COUNCIL

HAMBURG PARK TOWNHOMES OWNERS  
ASSOCIATION

BY:   
JOHN COOPER

TITLE: PRESIDENT

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT ("Contract")**, made and entered into on the 11<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **Ashland Neighborhood Association (ANA)** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$5,456** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Ashland Neighborhood Tree Care**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
LINDA GORTON, MAYOR

ATTEST:

  
CLERK, URBAN COUNTY COUNCIL

*Deputy*

ASHLAND NEIGHBORHOOD ASSOCIATION  
(ANA)

BY:   
JEFFREY TUTTLE

TITLE: PRESIDENT

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT (“Contract”)**, made and entered into on the 11<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **Stonewall Equestrian Estates Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$8,000** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association’s subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Back Wooden/No Climb Wire Fence Replacement**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Demetri*  
*Mackenzie Jock*  
CLERK, URBAN COUNTY COUNCIL

STONEWALL EQUESTRIAN ESTATES  
ASSOCIATION, INC.

BY: *Clinton Kent*  
CLINTON KENT

TITLE: PRESIDENT

## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Contract"), made and entered into on the 11<sup>th</sup> day of October 2024, by and between the LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and Quail Run Townhouses Association, Inc. (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### WITNESSETH:

WHEREAS, the residents of the area have organized an Association to further the improvement of their neighborhood; and

WHEREAS, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

WHEREAS, Association has demonstrated a need for additional monies to expand and develop its programs; and

WHEREAS, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

WHEREAS, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of \$5,000 (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Quail Run Townhouses Association Sidewalk Repair**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by ***cancelled checks and invoices*** or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
*MacKenzie Stock*  
CLERK, URBAN COUNTY COUNCIL

QUAIL RUN TOWNHOUSES  
ASSOCIATION, INC.

BY: *Dan Fischer*  
DAN FISCHER

TITLE: PRESIDENT

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT (“Contract”)**, made and entered into on the 11<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **Aintree Condominiums, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

**WITNESSETH:**

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of \$8,000 (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association’s subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Replace property signage and lettering & Concrete sidewalk replacement.**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by *cancelled checks and invoices* or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

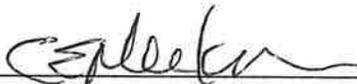
LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
LINDA GORTON, MAYOR

ATTEST:

*party*   
CLERK, URBAN COUNTY COUNCIL

AINTREE CONDOMINIUMS, INC.

BY:   
CRAIG MEEKER

TITLE: PRESIDENT

## GRANT AGREEMENT

**THIS GRANT AGREEMENT ("Contract")**, made and entered into on the 15<sup>th</sup> day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and **The Villages of Kirkwood Homeowners Association, Inc.** (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

### WITNESSETH:

**WHEREAS**, the residents of the area have organized an Association to further the improvement of their neighborhood; and

**WHEREAS**, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

**WHEREAS**, Association has demonstrated a need for additional monies to expand and develop its programs; and

**WHEREAS**, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

**WHEREAS**, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **\$8,000** (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: **Kirkwood Village Common Area Improvements**

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by ***cancelled checks and invoices*** or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2026**.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
*Mackenzie Stock*  
CLERK, URBAN COUNTY COUNCIL

THE VILLAGES OF KIRKWOOD  
HOMEOWNERS ASSOCIATION, INC.

BY: *Kathy Marcum*  
KATHY MARCUM

TITLE: PRESIDENT



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0945-24**

**File ID:** 0945-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 09/16/2024

**File Name:** Senior Center Public Art Project

**Final Action:** 10/10/2024

**Title:** A Resolution authorizing and approving the transfer of Percent for Art Funds in the amount of \$33,600 to the Lexington Senior Center, as approved by the Public Art Commission, to fund a public art project to be displayed permanently at the Lexington Senior Center. [Office of the Mayor, Lyons]

**Notes:**

**Sponsors:**

**Enactment Date:** 10/10/2024

**Attachments:** Authorization request Memo Senior Center Public Art, Lexington Senior Center Scope of Work, RESO 0945-24 (Lexington Senior Center % for Art Fund) 4872-6288-3302 v.1.docx, R-514-2024

**Enactment Number:** R-514-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/24/2024	Approved and Referred to Docket	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Received First Reading	Urban County Council	10/10/2024		
1	Urban County Council	10/10/2024	Approved				Pass

### Text of Legislative File 0945-24

#### Title

A Resolution authorizing and approving the transfer of Percent for Art Funds in the amount of \$33,600 to the Lexington Senior Center, as approved by the Public Art Commission, to fund a public art project to be displayed permanently at the Lexington Senior Center. [Office of the Mayor, Lyons]

#### Summary

Authorization to fund a public art project, consisting of 12 large format seasonal photographs by Don Ament, at the Lexington Senior Center as approved by the Public Art Commission at a cost of \$33,600. Funds are Budgeted. (L0945-24) (Lyons/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by [Ashleigh Bailey, 9/16/24]

**Risk Management:** NA

Fully Budgeted: Yes

Account Number: 2612-134201-1421-71299

This Fiscal Year Impact: \$33,600.00

Annual Impact: \$N/A

Project: PUBLIC\_ART\_2022

Activity:

Budget Reference: 2022

Current Balance: \$111,167



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

**FROM:** Heather Lyons, Director of Arts & Cultural Affairs

**CC:** Tyler Scott, Chief of Staff

**DATE:** September 16, 2024

**SUBJECT:** Public Art funding at Lexington Senior Center

---

**Request Authorization to:**

Fund a public art project at the Lexington Senior Center as approved by the Public Art Commission.

**Why are you requesting?**

The city's Percent for Art Funds are available to support permanent public art works installed in or on city owned property. A project created by Lexington artist, Don Ament, to be installed at the Lexington Senior Center was approved by the Public Art Commission. The project consists of 12 large format seasonal photographs, representing each month of the year.

**Department needs this action completed because:**

The Lexington Senior Center requested the purchase of this artwork to be displayed permanently in their large community room at the Lexington Senior Center.

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

**The cost for this FY is: \$33,600**

**The cost for future FY is: \$0.00**

**Are the funds budgeted?** Yes

**The funds are budgeted, or a budget amendment is in process:** Yes --- The funds are available in the Percent for Art Fund.

**Account number:** 2612-134201-1421-71299 PUBLIC\_ART\_2022

**File Number:** 0945-24



## ATTACHMENT A

### LEXINGTON SENIOR CENTER DON AMENT PUBLIC ART PROJECT

The project involves the permanent display of twelve original art pieces in the multi-purpose rooms of the Lexington Senior Center. Titled "Nature's Radiance," this public art installation is designed to bring the beauty of nature into the city, particularly for seniors who no longer drive or feel comfortable traveling to remote areas. Located in the urban Idle Hour Park, this project aims to inspire visitors while highlighting the critical need to protect and preserve our natural environment. By showcasing Fayette County's natural wonders, "Nature's Radiance" offers the public a meaningful connection to nature, fostering appreciation and environmental awareness within our community. Local artist Don Ament is the creator of the series of photographs titled "Nature's Radiance." Ament's goal is to produce 12 pictures, one each month dating back to July, of natural areas. July's photo is of the Cane Run watershed on the Legacy Trail, August is of West Hickman Creek in Veterans Park titled "The Greens of Summer," and September is of the Goldenrod that grows in Hisle Farm Park.

"I wanted to show the natural areas of Fayette County," Ament said. "Sometimes areas that we may know about or even areas that we don't know about, to really kind of celebrate what I'm seeing as somewhat of a resurgence in nature and a better concern for protecting our environment. I'm seeing a lot of evidence of that from the government. The other part is doing this for the seniors. I found out when I started this that I qualify as a senior now. As we get older, we aren't necessarily able to get out into nature as much. We're physically limited. I wanted to bring nature to the seniors."

Six of the completed works have already been installed in the Senior Center. The remaining six are to be installed soon. The final display will feature 200 square feet of art in the multi-purpose room on the first floor.



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF PERCENT FOR ART FUNDS IN THE AMOUNT OF \$33,600.00 TO THE LEXINGTON SENIOR CENTER, AS APPROVED BY THE PUBLIC ART COMMISSION, TO FUND A PUBLIC ART PROJECT TO BE DISPLAYED PERMANENTLY AT THE LEXINGTON SENIOR CENTER.

---

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

Section 1 – That the transfer of funds in the amount of \$33,600.00 from the Percent for Art Fund to the Lexington Senior Center, as approved by the Public Art Commission, to fund a public art project to be displayed permanently at the Lexington Senior Center, be and hereby is authorized and approved.

Section 2 – That the transfer of funds in the amount of \$33,600.00 from the Percent for Art Fund to the Lexington Senior Center (2612-134201-71299), be and hereby is authorized and approved.

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

0945-24:ANB:4872-6288-3302, v. 1

RESOLUTION NO. 514 - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF PERCENT FOR ART FUNDS IN THE AMOUNT OF \$33,600.00 TO THE LEXINGTON SENIOR CENTER, AS APPROVED BY THE PUBLIC ART COMMISSION, TO FUND A PUBLIC ART PROJECT TO BE DISPLAYED PERMANENTLY AT THE LEXINGTON SENIOR CENTER.

---

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

Section 1 – That the transfer of funds in the amount of \$33,600.00 from the Percent for Art Fund to the Lexington Senior Center, as approved by the Public Art Commission, to fund a public art project to be displayed permanently at the Lexington Senior Center, be and hereby is authorized and approved.

Section 2 – That the transfer of funds in the amount of \$33,600.00 from the Percent for Art Fund to the Lexington Senior Center (2612-134201-71299), be and hereby is authorized and approved.

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

PASSED URBAN COUNTY COUNCIL: October 10, 2024

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

**Bateman Com Living an Elior Company Information**

Contact: Donna Doran  
 Address: 100 Valley Drive  
 Jackson, MS 39208  
 Phone: (601) 594-0252  
 Email: donna.doran@triocommunitymeals.com  
 Web Address: TRIO Community Meals

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

Donna Doran  
 Signature

donna.doran@triocommunitymeals.com  
 Email

Submitted at 11/18/2022 10:50:57 AM (ET)

**Response Attachments**

**TRIO \_ WORKFORCE ANALYSIS FORM.pdf**

Bateman/TRIO Workforce Analysis

**TRIO \_ Family Care Center-CACFP Bid \_ 11.18.2022.pdf**

Bateman Com Living (TRIO Community Meals) Bid Response for Family Care CACFP

**TRIO \_ Registration Page with Permit Health Department Inspection ServSafe.pdf**

Bateman Com Living (TRIO) Vendor Registration with Business Permit, Health Department Inspection, and ServSafe Certification.

**TRIO\_Affidavit - Signed.pdf**

Bateman Com Living (TRIO) Signed Affidavit

**TRIO \_ LFUCG MWDBE PARTICIPATION FORMS Signed.pdf**

Bateman Com Living (TRIO) Minority Vendor Response

**Bid Lines**

1	Breakfast	Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <u>  \$2.72  </u> Total: <u>  \$2.72  </u>
	Supplier Notes: <u>  Breakfast is \$2.72/meal  </u>	
2	Lunch	Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <u>  \$4.61  </u> Total: <u>  \$4.61  </u>
	Supplier Notes: <u>  Lunch is \$4.61/meal  </u>	
3	Snack	Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <u>  \$1.28  </u> Total: <u>  \$1.28  </u>
	Supplier Notes: <u>  Snack is \$1.28/snack  </u>	

**Response Total: \$8.61**

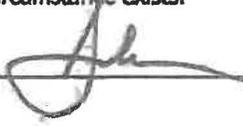
*This Affidavit must be completed before your firm can be considered for award of this contract.*

**AFFIDAVIT**

Comes the Affiant, John Kirk, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Kirk and he/she is the individual submitting the bid or is the authorized representative of Bateman Com Living an Elior Company (TRIO Community Meals, LLC) the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of 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. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



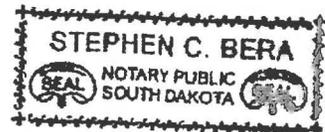
STATE OF South Dakota

COUNTY OF Minnehaha

The foregoing instrument was subscribed, sworn to and acknowledged before me by John Kirk on this the 18th day of November, 2022

My Commission expires: 11/06/2024

Stephen C Bera  
NOTARY PUBLIC, STATE AT LARGE



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

**WORKFORCE ANALYSIS FORM**

Name of Organization: Bateman Com Living an Elior Company (TRIO Community Meals, LLC)

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
<b>Administrators</b>		86	65	12	2	17	14	1	0	3	0	0	0	4	0	123	81
<b>Professionals</b>		1	8	0	0	0	0	1	0	0	0	0	0	0	0	2	8
<b>Superintendents</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Supervisors</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Foremen</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Technicians</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Protective Service</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Para-Professionals(OPERATIVES)</b>		134	60	71	32	185	69	3	0	5	2	7	2	5	3	410	168
<b>Office/Clerical</b>		5	22	2	2	1	4	0	0	0	1	0	0	0	20	8	49
<b>Skilled Craft</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Service/Maintenan</b>		103	132	90	107	155	150	0	1	10	13	9	5	14	13	381	421
<b>Total:</b>		329	287	175	143	358	237	5	1	18	16	16	7	23	36	924	727

Figures provided by: Laura Bauer, Elior North America Human Resources  
 Form completed by Donna Doran, Client Partnership Director, TRIO Community Meals  
 Prepared by: \_\_\_\_\_ Date: 10 /12 /2022  
 (Name and Title)

Revised 2015-Dec-15

**Request for Child and Adult Care Food Program (CACFP) Catering Quote**

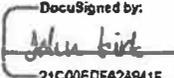
The center should complete the name lines and column 1 and 2 prior to sending to the caterer for request of quote.

Caterer should complete columns 3 and 4 and remainder of form and return with price quote by date and time specified by the center.

<b>Sponsor/Center Name:</b> _____ Family Care Center _____				
<b>*MEALS FOR AGES 1-5 ARE BASED UPON PORTION SIZES FOR AGES 3-5.</b>				
<b>Meal</b>	<b>1. Estimated Total No. of Meals per Day</b>	<b>2. Preferred Delivery time</b>	<b>3. Unit Price per Meal</b>	<b>4. Total Price</b>
Breakfast (Ages 1-5)*	85	6:30 a.m.	\$2.720	\$231.20
Breakfast (Ages 6-18)				
Breakfast (Adult)				
Lunch (Ages 1-5)*	85	10:00 a.m.	\$4.610	\$391.85
Lunch (Ages 6-18)				
Lunch (Adult)				
Supper (Ages 1-5)*				
Supper (Ages 6-18)				
Supper (Adult)				
Snack (Ages 1-5)*	85	10:00 a.m.	\$1.280	\$108.80
Snack (Ages 6-18)				
Snack (Adult)				
<b>Total:</b>				<b>\$731.85</b>

By signing this quote, I hereby state that I have read and agree to the all the requirements listed in the CACFP Catering Agreement and have reviewed the meal pattern requirements (provided by the center).

**Caterer Company Name:** Bateman Corn Living an Elio Company (TRIO Community Meals, LLC)

**Authorized Caterer Representative:**  21C00EDFA24841F... (Signature) 11/18/2022 (Date)

**Name and Title:** John Kirk, President  
(Print or Type)

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048**

### **Lower Tier Covered Transactions**

#### ***Instructions for Certification***

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier**

**Covered Transactions** The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)** A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME **Bateman Com Living an Elior Company (TRIO Community Meals, LLC)** PR/AWARD NUMBER OR PROJECT NAME **Bid #138-2022**

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) **John Kirk**

SIGNATURE(S) *John Kirk* DATE **11/18/2022**

21C00EDFA2A841F...

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filco-program-discrimination-complaint-usda-customer/>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

**Child and Adult Care Food Program (CACFP) Meal Service Agreement**

<b>Name of Sponsor/Institution: Family Care Center</b>	<b>CNIPS ID: 11475</b>
<b>Contact Person: Sheila Horton-Holt</b>	<b>Phone No. 859-288-4040</b>
<b>Address: 1135 Harry Sykes Way</b>	
<b>Lexington, KY 40504</b>	

Bateman Com Living an Elicor Company  
(TRIO Community Meals, LLC)

agrees to furnish meals daily to the above child care center for the period from:

October 1, 2024 to September 30, 2025 except for holidays or other days of in-operation complete with

required (Indicate below):

- paper products TRIO will provide forks and spoons
- condiments
- Milk

**\*AGES 1-5 MEALS BASED ON PORTION SIZES FOR AGES 3-5.**

Meal Type/Age	Estimated Total No. of Meals Per Day	Estimated No. of Serving Days per Year	Unit Price per Meal	Total Price	Delivery or Pick-up Time
Breakfast (1-5)*	85	248	\$ 2.720	\$57,337.60	6:30a.m.
Breakfast (6-12)					
AM Snack (1-5)*					
AM Snack (6-12)					
Lunch (1-5)*	85	248	\$4.610	\$97,178.80	10:00am
Lunch (6-12)					
PM Snack (1-5)*	85	248	\$1.280	\$26,982.40	10:00am
PM Snack (6-12)					

**TOTAL PRICE: \$181,498.80**

Bateman Com Living an Elicor Company  
(TRIO Community Meals, LLC)

agrees to:

- Ensure that meals/snacks meet the minimum meal pattern requirements of program regulations, 7 CFR Part 226, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meals/snacks ordered, including nutrition and/or Child Nutrition (CN) labels .
- Maintain receipts and cost determination records for a period of 3 years after the end of the agreement period.
- These records will be made available to representatives of the Kentucky CACFP, U.S. Department of Agriculture, the child care center or any other appropriate state or federal officials.
- Provide meals in: \_\_\_\_\_ bulk or   x   unitized
- Prepare meals for: \_\_\_\_\_ pick up by center or   x   delivery by caterer at the time(s) indicated above.
- Provide delivery slips using the Kentucky CACFP delivery slip form or equivalent.
- Submit billing invoice for payment by the   10th   of each month to mailing address provided by center.
- Notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.
- Any other information pertinent to the agreement may be included and attached to this agreement by the center.

The Sponsor/Institution agrees to pay for meals based on the above unit price(s) within 30 days of receipt of invoice.

Bateman Com Living an Elior Company (TRIO Community Meals, LLC) agrees to provide meals that are safe and wholesome, but that any liability is severed upon receipt of meals.

If for any reason, this agreement is no longer desired, either party may terminate these services with a 14 days notification.

IN WITNESS WHEREOF, the parties here to have caused said agreement to be executed by their duly authorized officers.

By: <u>Rinda Gorton</u> <u>12/15/2022</u>	By: <u>John Kirk</u> <u>11/18/2022</u>
Authorized Signature	Authorized Signature
Date	Date
<u>Mayor</u>	<u>John Kirk, President</u>
Title	Title
<u>Family Care Center</u>	<u>Bateman Com Living an Elior Company</u>
<u>Child Care Center</u>	<u>(TRIO Community Meals, LLC)</u>
	<u>Caterer</u>

**Agreement Renewal First Year**

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 20<sup>23</sup>.

First Year Renewal: October 1, 20<sup>23</sup> to September 30, 20<sup>24</sup>

By: <u>Rinda Gorton</u> <u>10/13/23</u>	By: <u>John Kirk</u> <u>9/27/2023</u>
Authorized Signature	Authorized Signature
Date	Date
<u>Mayor</u>	<u>President</u>
Title	Title
<u>Family Care Center</u>	<u>TRIO Community Meals, LLC</u>
<u>Child Care Center</u>	<u>Caterer</u>

**Agreement Renewal Second Year**

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 20<sup>24</sup>.

Second Year Renewal: October 1, 20<sup>24</sup> to September 30, 20<sup>25</sup>

By: _____	By: <u>John Kirk</u> <u>9/11/2024</u>
Authorized Signature	Authorized Signature
Date	Date
_____	<u>President</u>
Title	Title
_____	<u>TRIO Community Meals</u>
<u>Child Care Center</u>	<u>Caterer</u>