Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, January 14, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0054-25** Table of Motions: Council Work Session, December 3, 2024

Attachments: TOM 120324

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 **0045-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with Northside Common Market Corporation ($3,350.00); LFUCG Div. of Environmental Services ($910.00); LFUCG Div. of Parks and Recreation ($15,000.00); LFUCG Div. of Engineering ($90,000.00); LexArts Inc. ($3,673.68); LFUCG Div. of Parks and Recreation ($50,000.00); Union Benevolent Society #28, Inc. ($40,000.00); LFUCG Div. of Parks and Recreation ($50,000.00); and LexArts Inc. ($7,500.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: Capital List 1.14.25
Reso 0045-25 Council Capital (1-14-25) 4926-9852-0847 v.1.docx
R-029-2025
Contract # 021-2025- LexArts
Contract #021-2025-Lex Arts, Inc
Contract #021-2025 -Northside Common Market

b **0055-25** Summary: General Government and Planning Committee, October

15, 2024

Attachments: 10.15.24 GGP Summary

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0001-25** A Resolution authorizing the Dept. of General Services to purchase exercise equipment from Design2Wellness, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Design2Wellness, related to the procurement at a cost not to exceed $95,997.05. [Dept. of General Services, Ford]

Attachments: Memorandum - Design2Wellness - Dunbar CC
Sole-Source-Form_D2W-Dunbar-2024-12-05
CHF-Authorized Provider_Design2Wellness-12-05-24
Design2Wellness_Proposal-12-05-24
RESO 0001-25 Design2Wellness 4929-4759-8604 v.1.docx
R-001-2025

b **0002-25** A Resolution authorizing the Div. of Police to purchase maintenance for the FARO 3D Crime Scene Scanner from FARO Technologies Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with FARO Technologies Inc., related to the procurement at a cost not to exceed $2,240. [Div. of Police, Weathers]

Attachments: Cover Memo - 2025 FARO Technologies Inc..pdf
FARO Technologies Inc. - Quote & Standard Terms.pdf
FARO Technologies Inc. - Sole Source Certification (2025).pdf
2-25 faro 4920-2722-3566 v.1.docx
R-008-2025

c **0003-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the Contract price by the sum of $85,020, from $366,360 to $451,380. [Div. of Engineering, Burton]

Attachments: Citation Boulevard Phase IIIA - Bluesheet Memo - CO#1.pdf
signed - CO#1.pdf
3-25 hdr 4904-0238-9774 v.1.docx
R-009-2025
Contract #084-2018

d **0004-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Fayette County Public Schools, for preschool education and related services for the 2024-2025 academic school year, at the Family Care Center, at no cost to the Urban County Government. [Div. of Family Services, Horton-Holt]

Attachments: 0004-24 Bluesheet Memo FCPS Preschool Contract 2024-2025
FCC Preschool Contract with FCPS 2024-2025
RESO 0004-25 FCPS Preschool Contract 4907-8743-1949 v.1.docx
R-010-2025
Contract #006-2025

e **0005-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with A Caring Place, Inc., to conduct a feasibility study regarding the most effective Hub structure in Lexington, at a cost not to exceed $150,000. [Div. of Aging and Disability Services, Stambaugh]

Attachments: 0005-25 Bluesheet Memo A Caring Place Agreement
A Caring Place PSA 4898-1201-2550 v.1
Presentation Oct 8 to SocSvc-PubSafety Committee
RESO 0005-25 A Caring Place PSA 4933-8790-0685 v.1.docx
R-011-2025
Contract #002-2025

f **0006-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Conscious Consulting LLC, pursuant to RFP #52-2024, for a city-wide domestic violence prevention campaign, at a cost not to exceed $80,000. [Dept. of Social Services, Allen-Bryant]

Attachments: 0006-25 Bluesheet Memo Conscious Consulting RFP 52-2024
0006-25 Conscious Consulting - DV Prevention Campaign RFP PSA
RESO 0006-25 Domestic Violence Prevention PSA 4922-9161-4477 v.1.docx
R-012-2025
Contract #005-2025

g **0007-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service

Agreement with Lexington Children's Museum, Inc. to provide funding associated with a Campaign Assessment and a Master Plan and Assessment, at a cost not to exceed $76,500. [Dept. of Finance, Hensley]

Attachments: Memo Lex Children's Museum PSA
LCM Purchase of Service Agreement
RESO 0007-25- PSA with Childrens Museum 4914-0178-5104 v.1.docx
R-013-2025
Contract #004-2025

h **0008-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and Ashgrove Farms, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of Ashgrove Farms in Jessamine County. [Div. of Water Quality, Martin]

Attachments: Blue Sheet MARIAN (Ashgrove Farms)
_MARIAN (Ashgrove Farms)_Exhibit A
_MARIAN (ashgrove Farms)_Group Exhibit B&C
_MARIAN (Ashgrove Farms)_MAP
_MARIAN (Ashgrove Farms)_SSA
RESO 0008-25- SSA with Ashgrove Farms 4933-9958-4784 v.1.docx
R-014-2025
Contract #049-2025

i **0009-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Andover Forest Homeowners Association, Inc., for a Stormwater Quality Project, at a cost not to exceed $120,000. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
FY25 Class A Andover Forest HOA - Council Map
FY25 Class A GAA_Andover Forest HOA GAA_signed by Grantee
FY25 Class A Sample GAA ATTACHMENT B_final 20240205
RESO 0009-25- Andover Forest Homeowners Association Stormwater Grant
R-015-2025
Contract #009-2025

j **0010-25** An Ordinance creating Chapter 27 of the Code of Ordinances of the Lexington-Fayette Urban County Government, establishing a Small Farm Conservation Easement Program for Fayette County, Ky. and setting forth regulations and requirements for the application, evaluation and purchase of conservation easements for

the Program. [Dept. of Planning and Preservation, Horn]

Attachments: Blue Sheet Memo Small Farm.rtf
Final Ordinance for Small Farm Conservation Easement Program 12.5.24.doc
0010-25 Small Farm Conservation Easement Program ordinance 4909-9105-
O-004-2025

k **0011-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) Incentive Grant to Fayette County Public Schools (FCPS), for a Stormwater Quality Project, at a cost not to exceed $4,976.50. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
FY 2025 Fayette County Public Schools_Class B Edu - Council Map
FY25 Class BE - FCPS GAA_signed by Grantee
RESO 0011-25- Stormwater Incentive Grant for FCPS 4905-5755-2656 v.1.dc
R-016-2025
Contract #008-2025

l **0012-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a Stormwater Quality Project, at a cost not to exceed $120,000. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
FY 2025 Waterford II HA - Council Map
FY25 Class A - Waterford II HOA GAA_signed by Grantee
RESO 0012-25- Stormwater Incentive Grant for Waterford II HOA 4918-4009-
R-017-2025
Contract #012-2025

m **0013-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) Incentive Grant to the University of Ky. Research Foundation (UKRF), for a Stormwater Quality Project, at a cost not to exceed $30,698. [Div. of Water Quality, Martin]

Attachments: Blue Shee Memo
FY 2025 UKRF_Class B Edu - Council Map full
FY25 Class BE - UKRF GAA_signed by Grantee
RESO 0013-25- Stormwater Quality Incentive Grant (Class B Educational) wit
R-018-2025
Contract #013-2025

n **0017-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (Final) to the Engineering Services Agreement with GRW Engineers, Inc., for Town Branch Thickening Process Design, for the Div. of Water Quality, decreasing the Contract by the sum of $57,080, from $261,140 to $204,060. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
Change Order Contract
RESO 0017-25- change order 1 town branch thickening 4910-5922-8176 v.1.
R-019-2025

o **0018-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with University of Ky. Research Foundation (UKRF), for a Stormwater Quality Project, for the Div. of Water Quality, decreasing the Contract by the sum of $4,212.69, from $34,997.00 to $30,784.31. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
Change Order Contract #053-2022
FY 2022 UKRF - Council Map
RESO 0018-25- Change order 1 to Stormwater Quality Grant with UKRF 4906
R-020-2025

p **0019-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Project, for the Div. of Water Quality, decreasing the Contract by the sum of $5,626.76, from $35,296.00 to $29,669.24. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
FY 2023 LASC (Class BE) - Council Map
Change Order Contract
RESO 0019-25- Change order 1 stormwater quality grant with Living Arts and
R-021-2025
Contract #125-2023

q **0020-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Grant Award Agreements related to Grants awarded under the Lex Grow Trees Grant Program with Andover Forest Homeowners Association, Inc. ($100,000.00); Beaver Creek Hydrology ($80,000.00); Crawford Middle School PTSA ($9,855.78); Headley Green Homeowners Association, Inc. ($25,052.00); Trees Lexington!, Inc. ($91,943.50); and the

University of Ky. Research Foundation (Arboretum) ($86,134.00) for the Div. of Environmental Services, at a cost not to exceed the sum stated. [Div. of Environmental Services, Carey]

Attachments:
bluesheet memo Lex Grow Trees Grant Agreements Round 2
Grant Agreement (Lex Grow Trees) Crawford PTSA w exhibits
Grant Agreement (Lex Grow Trees) Headley Green HOA w exhibits
Grant Agreement (Lex Grow Trees) Trees Lexington w exhibits
Grant Agreement (Lex Grow Trees) UKRF Arboretum w exhibits
Grant Agreement (Lex Grow Trees) ANA w exhibits signed
Grant Agreement (Lex Grow Trees) Beaver Creek Hydrology w exhibits
RESO 0020-25 Lex Grow Trees Round 2 4915-5544-1165 v.1.docx
R-022-2025
Contract #003-2025 - Trees Lexington
Contract #003-2025 -Headley Green Homeowners Association,Inc.
Contract #003-2025 - UK Research Foundation
Contract #003-2025 Beaver Creek Hydrology
Contract #003-2025 -Crawford Middle School PTSA
Contract #003-2025 Andover Neighborhood Association

r **0023-25** A Resolution amending Section Two (2) of Resolution No. 593-2024 to adjust the amounts from the funding sources utilized to fund Change Order No. 1 to the Contract with L-M Asphalt Partners Ltd., d/b/a ATS Construction, for the Salt Dome & Associated Improvements at Old Frankfort Pike. [Dept. of Environmental Quality and Public Works, Albright]

Attachments:
MEMO - Amend Resolution 593-2024.pdf
R-593-2024 ATS CO1.pdf
ATS CO1 signed.pdf
RESO 0023-25- Amend reso 593-24 4936-8919-1184 v.1.docx
R-023-2025

s **0024-25** An Ordinance amending the authorized strength by abolishing one (1) classified position of Evidence Specialist, Grade 517N, and creating one (1) classified position of Police Intelligence Specialist, Grade 515N, all in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Attachments:
Bluesheet Memo 25-0033
From to 25-0033
HR Fiscal Impact- 25-0033
ORD 0024-25 Abolish Evidence Specliast 4918-0483-3038 v.1.docx
O-005-2025

t **0025-25** An Ordinance amending the authorized strength by creating one (1) classified position of Behavioral Health and Wellness Coordinator, Grade 523E, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0034
From to 25-0034
HR Fiscal Impact- 25-0034
ORD 0025-25 Creating Behavioral Health and Wellness 4896-4909-2110 v.1.
O-006-2025

u **0026-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept Grant funds in the amount of $157,353.50 from the Ky. Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Attachments: 25 - Blue Sheet Memo 2025 Litter Grant
BA 13449
2025 Litter Abatement Check GA 25622552
RESO 0026-25 4896-5944-8336 v.1.docx
R-024-2025

v **0027-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a federal Grant from the US Dept. of Justice under the Edward Byrne Memorial Justice Assistance Grant Program - FY 2025 for Lexington Police Dept. in the amount of $117,792. [Div. of Police, Weathers]

Attachments: 25 - Bluesheet Memo JUST_ASST
BA 13450
DOJ Justice Grants System - Award Number 15PBJA-24-GG-05232-JAGX_N
Award Letter - Funded Award FAW-187094
2024 BJA FY24 Edward Byrne Memorial JAG Award_Package_FAW-187094
27-25 grant us dept justice 4925-3460-3790 v.1.docx
R-002-2025

w **0028-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award in the 2024 Consolidated Plan from the United States Dept. of Housing and Urban Development Emergency Solutions Grants (ESG) in the amount of $1,090, and to execute any other Agreements or

amendments with the subrecipients for the use of ESG funds, the acceptance of which obligates a match in the amount of $1,090, which shall be provided by the Arbor Youth Services, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Attachments: 25 - Blue Sheet Memo FY24 Con Plan
BA 13454 add'l funds
KY - Lexington-Fayette 2024 ESG E-24-MC-21-0004 - Fully Executed
Resolution 226-2024
RESO 0028-25 4918-3996-2128 v.1.docx
R-025-2025

x **0029-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Board of Emergency Medical Services, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $10,000 in State funds. [Div. of Fire and Emergency Management, Wells]

Attachments: 25 - Blue Sheet Memo 2025 KBEMS
29-25 grant kbems 4902-1194-2670 v.1.docx
R-026-2025

y **0033-25** A Resolution amending Resolution No. 524-2024 to increase the easement acquisition Budget, and other property rights necessary, for the St. Martins Pump Station Elimination Project, by $20,000, from $30,000 to $50,000. [Div. of Water Quality, Martin]

Attachments: Bluesheet Memo
2024.11.07 St. Martins Plan Sheet C-07 and C-08
Project Area Maps
RESO 0033-25 Sole Source Exercise Equipment Purchase 4898-7551-8734 v
R-027-2025
Deed #8615
Deed #8615

z **1245-24** A Resolution authorizing the Div. of Fleet Services to purchase license fees and professional services from Chevin Fleet Solutions, LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Chevin Fleet Solutions, LLC, related to the procurement at a cost not to exceed $159,000. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: Sole Source Memo
Lexington Fayette County Government - FleetWave SaaS Transition SOW - 2
Chevin MSA 12_22_24
SOLE SOURCE CERTIFICATION_Chevin 2024
RESO 1245-24 Chevin Fleet Solutions, LLC 4923-2651-3164 v.1.docx
R-028-2025
Contract #007-2025
Contract #007-2025 - Master Subscription Agreement

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0054-25

File ID:	0054-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/10/2025
File Name:	Table of Motions: Council Work Session, December 3, 2024			**Final Action:**	01/14/2025
Title:	Table of Motions: Council Work Session, December 3, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 120324			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved				Pass

Text of Legislative File 0054-25

Title

Table of Motions: Council Work Session, December 3, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
December 3, 2024

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the December 3, 2024 Council Meeting Docket, as amended. Seconded by Wu. Motion passed without dissent.

Motion by J. Brown to place on the docket for the December 3, 2024, Council Meeting under Resolutions – First Reading, a Resolution approving the Economic Development Partnership with Madison County, Scott County, and the City of Berea; authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Cooperation Agreement, Membership Agreement, and other necessary and related documents, forming the Central Kentucky Business Park Authority; and authorizing payment in the amount of $2,125,000.00 to the Authority for the purpose of carrying out the duties and powers of the Authority as limited by the aforementioned agreements and relevant state law; all contingent upon approval of the authority's creation, and execution of all necessary agreements, by all parties to the Interlocal Cooperation Agreement. Seconded by Gray. Motion passed without dissent.

Motion by Sevigny to amend the Zoning Ordinance relating to Short Term Rentals (STR), Sec. 3-13(g)(1), to strike the words, "if they operate other STRs in Lexington,", so that it reads, "The demonstrated compliance record of the applicant." Seconded by Gray. Motion failed 4 – 10 (Yes: LeGris, Sheehan, Gray, Sevigny. No: Wu, J. Brown, Ellinger II, Fogle, Lynch, Worley, Brown, Baxter, Reynolds, Plomin.)

Motion by Sevigny to amend the Zoning Ordinance relating to Short Term Rentals (STR), Sec. 3-13(l), to insert the word, "un-hosted" before "short term rentals", and strike the words, "regulated as a conditional use", so that it reads, "The number of un-hosted short-term rentals shall not exceed two percent (2%) of all dwelling units within one thousand (1,000) feet in residential zones. Seconded by Gray. Motion passed without dissent.

Motion by Sevigny to amend the Zoning Ordinance relating to Short Term Rentals (STR) to add commas in Sec. 8-5(d)(15), Sec. 8-25(e)(15), and Sec. 23A-5(d)(10) between un-hosted short term rentals and hosted short term rentals so that it reads, "un-hosted short term rentals, and hosted short term rentals for greater than 10 occupants as regulated in Sec. 3-13 of the Zoning Ordinance." Seconded by LeGris. Motion passed without dissent.

Motion by Sevigny to amend the Zoning Ordinance relating to Short Term Rentals (STR) to add a new subsection (h) to Sec. 3-13 to read, "The Chair may admit all pertinent evidence for

the Board's consideration, including but not limited to the sworn testimony of those present, letters and documents submitted for the record, and reports from LFUCG staff." Seconded by Gray. Motion passed without dissent.

Motion by LeGris to amend the Zoning Ordinance relating to Short Term Rentals (STR), Sec. 3-13(g)(2) to remove the language, "Whether the property being considered is located in close proximity to the downtown core, or other mixed-use or entertainment uses." Seconded by Reynolds. Motion passed without dissent.

Motion by Reynolds to place on the docket for the December 3, 2024, Council Meeting a Resolution authorizing the Mayor to execute an agreement with the Commonwealth of Kentucky Cabinet for Health and Family Services to maintain a Quick Response Team. Seconded by Baxter. Motion passed without dissent.

Motion by Reynolds to place on the docket for the December 3, 2024, Council Meeting a Resolution authorizing the Mayor to execute and submit a grant application seeking $1,000,000 in federal funds from the U.S. Department of Homeland Security under the 2024 Assistance to Firefighters Grant (AFG) Program, to provide any information requested in connection with this grant application, and to accept this grant, if awarded, the acceptance of which obligates the Urban County Government to the expenditure of $100,000 as a local match; and further authorizing the Mayor to transfer unencumbered funds within the grant budget. Seconded by Wu. Motion passed without dissent.

Motion by Wu to place on the docket for the December 3, 2024, Council Meeting, a resolution amending Section 3.102(2) of Appendix A, Rules and Procedures of the Lexington-Fayette Urban County Council, relating to the order of business at Council meetings, to provide a separate opportunity for public comment for issues on the docket prior to consideration of legislative items by the Urban County Council. Seconded by Ellinger II. Motion passed 10 – 4 (Yes: Wu, Ellinger II, Fogle, Lynch, LeGris, Sheehan, Gray, Sevigny, Reynolds, Plomin. No: J. Brown, Worley, F. Brown, Baxter.)

Motion by Ellinger II to place on the docket for the December 3, 2024, Council Meeting a Resolution authorizing the Mayor to execute an agreement with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership to present public events on behalf of, and in partnership with, LFUCG, including the Luminate Lexington Christmas Tree Lighting, the Christmas Parade, and Thursday Night Live. Seconded by Reynolds. Motion passed without dissent.

Motion by Worley to place on the docket for the December 3, 2024, Council Meeting, a resolution authorizing and approving the transfer of Council Capital Project funds to the Lexington Leadership Foundation, in the amount of $50,000.00, for capital improvements in the Woodhill neighborhood, including, but not limited to a bus shelter on Codell Drive, the Woodhill Community Center, and Woodhill Park. Seconded by Baxter. Motion passed without dissent.

Motion by Worley to place on the docket for the December 3, 2024, Council Meeting, a resolution authorizing and approving the transfer of Council Capital Project funds to the Department of Parks and Recreation, in the amount of $5,000.00, for capital improvements

in the Cadentown neighborhood, for the Sense of Place project. Seconded by Wu. Motion passed without dissent.

Motion by Sheehan to amend the Zoning Ordinance relating to Short Term Rentals (STR) to add a new subsection 3-13(o) to state, "The Board of Adjustment may consider a maximum of five (5) new conditional use applications for short term rentals per month." Seconded by Sevigny. Motion passed without dissent, as amended.

Motion by J. Brown to amend the previous motion to amend the Zoning Ordinance relating to Short Term Rentals (STR) to add a new subsection 3-13(o) to state, "The Board of Adjustment may consider no more than ten (10) new conditional use applications for short term rentals per month. Seconded by Baxter. Motion passed without dissent.

Motion by J. Brown to extend the deadline for encumbering Council capital project funds presently required to be encumbered by December 31, 2024 to a new deadline of February 28, 2025. Seconded by Fogle. Motion passed without dissent.

Motion by J. Brown to amend the list of budget amendments on pages 3-6 of the Work Session packet to add the following budget amendments that were approved after the packet was prepared: Budget Journals 151991-92 and 151993-94 in Grants and Special Programs to budget interest earned in Justice Assistance grants and provide funds for equipment for the Division of Police. Budget Journal 152005 to transfer $9,771 from the Tenant Relocation Fund to the Affordable Housing and Homelessness Fund for winter warming food contract. Budget Journal 152003 to transfer $145,690 from a grant to the Affordable Housing and Homelessness Fund and General Fund. Budget Journals 152008-09 in Aging and Disability Services to provide $5,400 for Senior Center Supplies. Budget Journal 152006-07 to provide $150,061 for Affordable Housing and Homelessness Fund for winter warming food contract. Motion passed without dissent.

Motion by Baxter to add the presentations for the Lexington Catholic Girls Cross Country Day and the Jessie Clark Middle School Football Day to the December 3 Work Session agenda. Seconded by Reynolds. Motion passed without dissent.

Motion by Gray to take a 10-minute recess. Seconded by LeGris. Motion passed without dissent.

Motion by Ellinger II to return from recess. Seconded by Wu. Motion passed without dissent.

III. Approval of Summary

Motion by Gray to approve the November 19, 2024, Work Session Summary. Seconded by Fogle. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Fogle to approve Communications from the Mayor - Procurements. Seconded by Sheehan. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Fogle to approve Neighborhood Development Funds. Seconded by Wu. Motion passed without dissent.

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

Council Member Sheehan provided a summary of the October 22, 2024, Environmental Quality and Public Works Meeting.

XI. Council Reports

GGP Committee Referral (Worley, GGP Chair): Efficiencies in our development processes and compliance with HB 443, codified as KRS 100.275.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Ellinger II to adjourn at 6:45 p.m. Seconded by Wu. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0045-25

File ID:	0045-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/09/2025
File Name:	Capital List 1/14/25			**Final Action:**	01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with Northside Common Market Corporation ($3,350.00); LFUCG Div. of Environmental Services ($910.00); LFUCG Div. of Parks and Recreation ($15,000.00); LFUCG Div. of Engineering ($90,000.00); LexArts Inc. ($3,673.68); LFUCG Div. of Parks and Recreation ($50,000.00); Union Benevolent Society #28, Inc. ($40,000.00); LFUCG Div. of Parks and Recreation ($50,000.00); and LexArts Inc. ($7,500.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: northside commons, both LexArts stamped and filed in CCO.

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Capital List 1.14.25, Reso 0045-25 Council Capital (1-14-25) 4926-9852-0847 v.1.docx, R-029-2025, Contract # 021-2025- LexArts, Contract #021-2025-Lex Arts, Inc, Contract #021-2025 -Northside Common Market	**Enactment Number:**	R-029-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0045-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute Agreements related to Council Capital Project Expenditure Funds with Northside Common Market Corporation ($3,350.00); LFUCG Div. of Environmental Services ($910.00); LFUCG Div. of Parks and Recreation ($15,000.00); LFUCG Div. of Engineering ($90,000.00); LexArts Inc. ($3,673.68); LFUCG Div. of Parks and Recreation ($50,000.00); Union Benevolent Society #28, Inc. ($40,000.00); LFUCG Div. of Parks and Recreation ($50,000.00); and LexArts Inc. ($7,500.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:
Northside Common Market Corp.
Adina Tatum

Purpose:
To assist with cost of equipment upgrades to improve the community kitchen
Amount:
$ 3,350.00

Organization:
LFUCG - Environmental Services
Heather Wilson
1105-313201-3703-71299
For a tree planting in the 2Nd District
Purpose:
#REF!
Amount:
$ 910.00

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90321
For the Davis Park basketball courts project
Purpose:
#REF!
Amount:
$ 15,000.00

Organization:
LFUCG - Division of Engineering
Doug Burton
1105-303202-3251-91714
To design and construct sidewalks at the Woodspoint and Fincastle interSection
Purpose:
#REF!
Amount:
$ 90,000.00

Organization:

LexArts
#REF!
Ame Sweetall
For Lexington's Freedom Train/ Lexington's Underground RailRd. project to establish a monument of Lewis and Harriet Hayden

Purpose:
#REF!
Amount:
$ 3,673.68

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-91014

Purpose:
For Tates Creek golf course parking lot improvements
Amount:
$ 50,000.00

Organization:
Union Benevolent Society #28 Inc.
Phyllis S. Alcorn

Purpose:
For the lodge renovation project
Amount:
$ 40,000.00

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak

Purpose:
For the Veterans Park Babe Ruth concession stand design
Amount:
$ 50,000.00

Organization:
LexArts

Ame Sweetall
Purpose:
For elevator improvements
Amount:
$ 7,500.00

Council Capital Projects
January 14, 2025
Work Session

Amount	Recipient	Purpose
$ 3,350.00	Northside Common Market Corp. Adina Tatum	To assist with cost of equipment upgrades to improve the community kitchen
$ 910.00	LFUCG - Environmental Services Heather Wilson 1105-313201-3703-71299	For a tree planting in the 2nd District
$ 15,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90321	For the Davis Park basketball courts project
$ 90,000.00	LFUCG - Division of Engineering Doug Burton 1105-303202-3251-91714	To design and construct sidewalks at the Woodspoint and Fincastle intersection
$ 3,673.68	LexArts Ame Sweetall	For Lexington's Freedom Train/ Lexington's Underground Railroad project to establish a monument of Lewis and Harriet Hayden
$ 50,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91014	For Tates Creek golf course parking lot improvements
$ 40,000.00	Union Benevolent Society #28 Inc. Phyllis S. Alcorn	For the lodge renovation project
$ 50,000.00	LFUCG - Parks and Recreation Michelle Kosieniak	For the Veterans Park Babe Ruth concession stand design
$ 7,500.00	LexArts Ame Sweetall	For elevator improvements

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH NORTHSIDE COMMON MARKET CORPORATION ($3,350.00); LFUCG DIVISION OF ENVIRONMENTAL SERVICES ($910.00); LFUCG DIVISION OF PARKS AND RECREATION ($15,000.00); LFUCG DIVISION OF ENGINEERING ($90,000.00); LEXARTS INC. ($3,673.68); LFUCG DIVISION OF PARKS AND RECREATION ($50,000.00); UNION BENEVOLENT SOCIETY #28, INC. ($40,000.00); LFUCG DIVISION OF PARKS AND RECREATION ($50,000.00); AND LEXARTS INC. ($7,500.00), 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 Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with Northside Common Market Corporation, LFUCG Division Of Environmental Services, LFUCG Division Of Parks And Recreation, LFUCG Division Of Engineering, Lexarts Inc., and Union Benevolent Society #28, 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 or transfer to Northside Common Market Corporation ($3,350.00); LFUCG Division Of Environmental Services ($910.00); LFUCG Division Of Parks And Recreation ($15,000.00); LFUCG Division Of Engineering ($90,000.00); Lexarts Inc. ($3,673.68); LFUCG Division Of Parks And Recreation ($50,000.00); Union Benevolent Society #28, Inc. ($40,000.00); LFUCG Division Of Parks And Recreation ($50,000.00); and Lexarts Inc. ($7,500.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0045-25:GET: 4926-9852-0847, v. 1

RESOLUTION NO. 029 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH NORTHSIDE COMMON MARKET CORPORATION ($3,350.00); LFUCG DIVISION OF ENVIRONMENTAL SERVICES ($910.00); LFUCG DIVISION OF PARKS AND RECREATION ($15,000.00); LFUCG DIVISION OF ENGINEERING ($90,000.00); LEXARTS INC. ($3,673.68); LFUCG DIVISION OF PARKS AND RECREATION ($50,000.00); UNION BENEVOLENT SOCIETY #28, INC. ($40,000.00); LFUCG DIVISION OF PARKS AND RECREATION ($50,000.00); AND LEXARTS INC. ($7,500.00), 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 Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with Northside Common Market Corporation, LFUCG Division Of Environmental Services, LFUCG Division Of Parks And Recreation, LFUCG Division Of Engineering, Lexarts Inc., and Union Benevolent Society #28, 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 or transfer to Northside Common Market Corporation ($3,350.00); LFUCG Division Of Environmental Services ($910.00); LFUCG Division Of Parks And Recreation ($15,000.00); LFUCG Division Of Engineering ($90,000.00); Lexarts Inc. ($3,673.68); LFUCG Division Of Parks And Recreation ($50,000.00); Union Benevolent Society #28, Inc. ($40,000.00); LFUCG Division Of Parks And Recreation ($50,000.00); and Lexarts Inc. ($7,500.00), from account #1105-121002-91715, 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: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0045-25:GET: 4926-9852-0847, v. 1

Docusign Envelope ID: 7FE448E2-09B4-4EB0-AA67-8EDF421E02FA

AGREEMENT

THIS AGREEMENT, made and entered into on the February 10, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and LexArts (Hereinafter "Organization"), of 161 N. Mill St., Lexington, KY 40507, Fayette County).

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $3,673.68 for the following lawful public purpose:

   [For Lexington's Freedom Train/ Lexington's Underground Railroad project to establish a monument of Lewis and Harriet Hayden.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before March 10, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

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

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

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

Docusign Envelope ID: 7FE448E2-09B4-4EB0-AA67-8EDF421E02FA

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Ame Sweetall
Ame Sweetall
LexArts

4857-1913-5132, v. 4

Docusign Envelope ID: F24A21D4-0D89-49C3-83F8-7474CC279492

AGREEMENT

THIS AGREEMENT, made and entered into on the February 10, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and LexArts (Hereinafter "Organization"), of , , Fayette County).

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $7,500 for the following lawful public purpose:

   [For elevator improvements.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before March 10, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

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

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

5. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Boone's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Ame Sweetall
Ame Sweetall
LexArts

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the February 10, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Northside Common Market Corp. (Hereinafter "Organization"), of 101 W. Loudon Ave. Suite 150, Lexington, KY 40508, Fayette County).

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $3,350 for the following lawful public purpose:

   [To assist with cost of equipment upgrades to improve the community kitchen.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before March 10, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

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

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

5. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required**

Docusign Envelope ID: 7ADAA84E-3FDF-4CFD-92D8-F424A658B75F

documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
Adina Tatum
Northside Common Market Corp.

4857-1913-5132, v. 4

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0055-25

File ID:	0055-25	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/10/2025
File Name:	Summary: General Government and Planning Committee, October 15, 2024			**Final Action:**	01/14/2025

Title: Summary: General Government and Planning Committee, October 15, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: 10.15.24 GGP Summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Received and Filed				

Text of Legislative File 0055-25

Title

Summary: General Government and Planning Committee, October 15, 2024

GENERAL GOVERNMENT & PLANNING (GGP) COMMITTEE

October 15, 2024

Summary and Motions

Chair Worley called the meeting to order at 1:01 p.m.

Committee members Ellinger, Lynch, LeGris, Sheehan, Plomin, Reynolds, and Vice Mayor Wu were present. Committee member J. Brown was absent. Council members Gray, F. Brown, and Sevigny were present as non-voting members.

I. APPROVAL OF SEPTEMBER 10, 2024 COMMITTEE MEETING SUMMARY

Motion by Ellinger to approve the September 10, 2024, General Government and Planning Committee Summary. Seconded by Baxter. The motion passed without dissent.

II. URBAN GROWTH MASTER PLAN UPDATE

Chris Taylor, Deputy Director of Planning, updated the committee on the Urban Growth Master Plan (UGMP), which is in its third and final phase. Taylor also reviewed public engagement opportunities that were summarized and given to the Planning Commission. A framework was also presented to the Planning Commission at their September 19, 2024 Work Session. Key takeaways from that framework include recommending 17,607 – 26,677 dwelling units, proposing new walkable and sustainable neighborhoods with a mixture of uses and a variety of housing types, adding flexibility to support job creation, identifying greenspaces and civic spaces for future neighborhoods, incorporating a connected and equitable transportation network, and proposing innovative traffic management designs.

The plan's implementation calls for a Blue-Sky Activity Center Small Area Plan in 2025, additional zoning regulation changes that will follow the typical zone change process, full integration with the upcoming Complete Streets Manual in 2025, and the development of a comprehensive Infrastructure Funding Program in 2025. Taylor reviewed the remaining public engagement opportunities before the Planning Commission approved the plan on October 31, 2024. A full presentation updating the Council will be made in January. After the Planning Commission approves the UGMP as an element of the 2045 Comprehensive Plan, it will return to the Council.

Shaun Denney, Senior Administrative Officer in Planning, provided information on a fund balance request from the administration for a consultant to assist with developing the Infrastructure Funding Program. The consultant will obtain more detailed cost estimates and help create a project prioritization system, as well as timing and sequencing for build-out. No action was taken on this committee.

III. RURAL SHORT-TERM RENTALS

This item was presented at the last committee meeting and has returned for more discussion and motions regarding short-term rentals in rural areas.

Motion by Plomin to amend the proposal relating to short-term rentals in the rural service area in section 3-13b to permit, with a conditional use permit, unhosted short-term rentals on parcels 10 acres or less. Seconded by Baxter. The motion passed without dissent.

Motion by Plomin to amend the proposal relating to short-term rentals in the rural service area, Section 3-13(g)(v), to change the spacing requirements from 1 mile to 500 feet for unhosted short-term rentals with a conditional use permit on parcels of 10 acres or less. Seconded by Reynolds. The motion passed without dissent.

Motion by Wu to report out to the full council as a council-initiated Zoning Ordinance Text Amendment to the Planning Commission. Seconded by Plomin. The motion passed without dissent.

Motion by Baxter for an early report out and today's (October 15, 2024) Council Work Session. Seconded by Ellinger. The motion passed without dissent.

IV. LEXINGTON HISTORY MUSEUM

Executive Director Mandy Higgins presented the annual update on the Lexington History Museum. Phase one of their reimagined museum opened on August 26, 2023. Since then, 2,500 visitors from 38 states and 18 foreign countries have visited. A membership program with various benefits now has 50 paid members. Partnerships like Time Travelers, LexArts, VisitLex, and Bites of the Bluegrass bring diversity, increased visitors, and more to the museum.

The History Museum's mission is to tell the stories of Lexington's history. They can do this at their physical location and via a newsletter with more than 2,200 subscribers. Telling stories in the newsletter motivates readers to return to the museum to see updates. Currently, Among Women: 130 Years of the Woman's Club of Central Kentucky is a special exhibit on display until February 2025. Their Lex Talk History podcast allows them to thoroughly discuss events, people, and places that make Lexington unique. Their space also allows for temporary traveling exhibits from partner organizations.

The museum now offers 3 social studies-focused field trips, creating unique resources for school-aged children. The option to bring museum lessons into classrooms also exists. Their LexTalk series offers meaningful and engaging topics and conversations around history. The museum forges partnerships with community leaders through its Partnership Council, which meets at least twice a year. It is also building coalitions with 20 other organizations as part of the History Collective, which meets four times a year and works to share resources and knowledge of Lexington's history.

Their new board will guide the development of their strategic plan, which will be approved in early 2025 for fiscal years 2026 – 2028. An expanded lease agreement with the Thomas Hunt Morgan House allows them to utilize the first floor for exhibit space while using the upper floors for offices and storage. No action was taken on this committee item.

V. LANDLORD AND TENANT ADVISORY GROUPS

This item initially originated from the Tenants on Boards and Commissions presentation, as Councilmember Lynch wanted to incorporate tenants' voices in the city's housing-related decisions. In 2023, Commissioner Lanter and the Office of Housing Advocacy and Community Development began providing opportunities for landlords and tenants to give input on their work. Both groups, which are not formally appointed, have goals to review and advise the office of HACD on its programs and services and to provide data and feedback on issues affecting all types of tenants and housing providers in Lexington. Meeting quarterly, the Commissioner's office staffs the groups with presentations from various divisions/departments. The Landlord Advisory Group first met in May 2023 and has met with ease six times since. The Tenant Advisory Group is more challenging as it faces many barriers that HACD has not been able to overcome. After the group disbanded, HACD increased efforts to recruit new members. The last meeting was on September 11, 2024, with an excellent turnout. They are scheduled to meet again in December. CM Lynch will keep this as an annual update. No action was taken on this committee item.

VI. ITEMS REFERRED TO COMMITTEE

J. Brown will be the new sponsor of the *Assessment of Lexington's African American Hamlets and Historic Preservation of Their Heritage (A Sense of Place).* Motion by Reynolds to remove *Examine Ways to Evenly Distribute Social Service Facilities in Neighborhood*s. Seconded by Ellinger. The motion passed without dissent.

Chair Worley adjourned the meeting at 2:03 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0001-25

File ID:	0001-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	12/11/2024
File Name:	Sole Source Exercise Equipment Purchase			**Final Action:**	01/16/2025

Title: A Resolution authorizing the Dept. of General Services to purchase exercise equipment from Design2Wellness, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Design2Wellness, related to the procurement at a cost not to exceed $95,997.05. [Dept. of General Services, Ford]

Notes:

Sponsors:

Enactment Date: 01/16/2025

Attachments: Memorandum - Design2Wellness - Dunbar CC, Sole-Source-Form_D2W-Dunbar-2024-12-05, CHF-Authorized Provider_Design2Wellness-12-05-24, Design2Wellness_Proposal-12-05-24, RESO 0001-25 Design2Wellness 4929-4759-8604 v.1.docx, R-001-2025

Enactment Number: R-001-2025

Deed #:

Hearing Date:

Drafter: Josh Ives

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/16/2025		
1	Urban County Council	01/16/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	01/16/2025	Approved				Pass

Text of Legislative File 0001-25

Title

A Resolution authorizing the Dept. of General Services to purchase exercise equipment

from Design2Wellness, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Design2Wellness, related to the procurement at a cost not to exceed $95,997.05. [Dept. of General Services, Ford]

Summary

Authorization to approve the sole source purchase Agreement with Design2Wellness for exercise equipment at the Dunbar Community Center Maintenance & Improvements Project. At a cost of $95,997.05. Funds are Budgeted. (L0001-25)(Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-91015

This Fiscal Year Impact: $95,997.05

Annual Impact: $0

Project: DUNBAR_CTR_2024

Activity: RENOVATE

Budget Reference: 2024

Current Balance: $1,401,116.00

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Chris Ford, Commissioner of General Services

DATE: December 11, 2024

SUBJECT: Request Council Authorization for the Mayor to approve the sole source purchase agreement of exercise equipment for $95,997.05 with Design2Wellness at the Dunbar Community Center Maintenance & Improvements Project. Design2Wellness is the sole dealer for the StarTrac and Nautilus brand exercise equipment in the state of Kentucky. This equipment matches what is sole sourced and utilized at the existing LFUCG Senior Center and upcoming new LFUCG Senior & Therapeutic Recreation Center that will consistently serve our therapeutic recreation patrons and seniors.

Request:

Request Council Authorization for the Mayor to approve the sole source purchase agreement of exercise equipment for $95,997.05 with Design2Wellness at the Dunbar Community Center Maintenance & Improvements Project. Design2Wellness is the sole dealer for the StarTrac and Nautilus brand exercise equipment in the state of Kentucky. This equipment matches what is sole sourced and utilized at the existing LFUCG Senior Center and upcoming new LFUCG Senior & Therapeutic Recreation Center that will consistently serve our therapeutic recreation patrons and seniors.

Purpose:

This exercise equipment will provide fitness equipment for the seniors, therapeutic recreation patrons, and community members for the Dunbar Community Center Maintenance & Improvements Project. It matches the exercise equipment utilized at the LFUCG Senior Center.

Budgetary Implication:

The cost for Fiscal Year 2024 is $95,997.05

Are the funds budgeted?

Yes. This will be paid from 1105-707602-7221-91015

File Number: 0001-25

Director/Commissioner: Chris Ford

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $39,999.99), or formal bid ($40,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $40,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Josh Ives Division/Dept GS / CPM

Phone 258-3930 Email jives@lexingtonky.gov

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

Cost: $95,997.05

Sole Source Request for the Purchase of: Exercise Fitness Equipment

■ 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 Design 2 Wellness

Contact Name Chris Bingman

Address PO Box 398 - Lewis Center, OH 43035

Phone 859-31209063 Email chris@design2wellness.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Design2Wellness is the sole dealer for the StarTrac and Nautilus brand exercise equipment in the state of Kentucky. This equipment is also the sole source utilized at our LFUCG Senior Center that serves our Therapeutic Recreation patrons and seniors. The Therapeutic Recreation patrons and seniors will also need to utilize this same equipment at this Dunbar Community Center location in the fitness rooms.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Design2Wellness is the only authorized vendor in the state of Kentucky for StarTrac and Nautilus brand equipment from CORE Health and Fitness.

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 quote was developed per the rate schedule set forth by the manufacturer of StarTrac and Nautilus equipment, CORE Health and Fitness. Comparisons were also available on their website for commercial grade equipment.

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

Design2Wellness is an authorized vendor in the state of Kentucky and receives the commercial pricing from the manufacturer, CORE Health and Fitness.

December 5, 2024

To Whom It May Concern;

On behalf of Core Health & Fitness LLC, I am writing to confirm Design2Wellness as an authorized distributor and provider of Star Trac, StairMaster, Schwinn Indoor Cycling, Nautilus Commercial Strength, Jacob's Ladder, Throwdown, and Wexer fitness equipment/technology products and services. They are our premier partner not only in Kentucky, but also throughout the Midwest through both sales and service. When you choose Design2Wellness, you are choosing an outstanding provider in all aspects of facility planning, design, procurement, maintenance, and full solutions offering. Thank you in advance for your partnership with Design2Wellness and Core Health & Fitness. If you have any questions or concerns, please do not hesitate to contact me directly.

Cordially,

Ken Wolters

Ken Wolters
East Director of North America Club Direct & Dealer Sales
+1.314.546.1526 | corehealthandfitness.com | Product Catalog


CORE
HEALTH & FITNESS
NAUTILUS
StairMaster
SCHWINN
STAR TRAC
wexer
THROWDOWN

Design2Wellness
equipment | sales | service

P.O. Box 398
Lewis Center, OH 43035
740-548-7033 - office
740-548-7044 - fax

Proposal

Proposal Number	Proposal Date
30738	12/5/2024

www.design2wellness.com

Bill To:

Dunbar Community Center
Josh Ives
545 N Upper St
Lexington KY 40508

Ship To:

Dunbar Community Center
Josh Ives
545 N Upper St
Lexington, KY 40508

Product #	Product Description	Qty	Unit Price	Total
9-9291-8TRX-110-LCDQ-60BLK	Star Trac 8 Series TRX Treadmill W/LCD - Black	3	5,695.00	17,085.00
	20amo isolated/dedicated circuit with 5-20NEMA receptacle required per treadmill			
9-6140-8CT-LCD-60BLK	Star Trac 8 Series Cross Trainer W/LCD Display, Black	2	4,695.00	9,390.00
	Self Generating: No Power Required.			
9-8150-8RB-LCD-60BLK	StarTrac 8 Series Recumbent Bike w/LCD Display, Black	1	3,195.00	3,195.00
	Self Generating: No Power Required.			
9-8140-8UB-LCD-60BLK	Star Trac 8 Series Upright Bike w/LCD, Black	1	2,895.00	2,895.00
	Self Generating: No Power Required.			
45000	Nustep T4R Cross Trainer	1	4,495.00	4,495.00
	Self Generating: No Power Required.			
PRO102-INT	Sci Fit PRO1 upper body - tilt head - standard seat - charcoal - boxed	1	4,795.00	4,795.00
	Self Generating: No Power Required.			
9NP-M9601-60BZS	Nautilus 4 Station MultiStation Unit: Lat, Row, Tricep Pressdown, Adjustable Hi Low Pulley	1	7,995.00	7,995.00
9NA-S4301-60AGS	Nautilus Impact Vertical Chest Press w/Lock N Load Weight Stack Technology, Black	1	3,350.00	3,350.00
9NA-S4304-60AGS	Nautilus Impact Rear Pec/Delt w/Lock N Load Weight Stack Technology, Black	1	3,295.00	3,295.00
9NA-S4307-60AGS	Nautilus Impact Shoulder Press w/Lock N Load Weight Stack Technology, Black	1	3,295.00	3,295.00
9NA-S1305-60AGS	Nautilus Impact Seated Leg Press w/Lock N Load Weight Stack Technology, Black	1	4,750.00	4,750.00
9NA-S1312-60AGS	Nautilus Impact Leg Extension w/Lock N Load Weight Stack Technology, Black	1	3,295.00	3,295.00
9NA-S1313-60AGS	Nautilus Impact Seated Leg Curl w/Lock N Load Weight Stack Technology, Black	1	3,995.00	3,995.00
9NP-L8507-60AAS	Nautilus Freedom Rack, Black	1	3,595.00	3,595.00
9NP-L1141-60BZS	Nautilus Angled Leg Press	1	2,495.00	2,495.00
9NP-B7511-60BZS	Nautilus Fitness Tree: Pull Up, Leg Raise, Dip	1	1,295.00	1,295.00
			Total	

Chris Bingman
chris@design2wellness.com
mobile: 859-312-9063

Sales Representative

Customer Signature and Date

Terms:
Net 30

Please accept this signed quotation as a purchase order and acceptance of the price, terms and condtions below:
Standard terms are 50% deposit and balance due upon delivery or approved purchase orders.
All quotes are valid for 30 days from date of issue.
Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns.
For complete terms & conditions please visit design2wellness.com.

Proposal Expires On
1/4/2025

Design2Wellness
equipment | sales | service

P.O. Box 398
Lewis Center, OH 43035
740-548-7033 - office
740-548-7044 - fax

Proposal

Proposal Number	Proposal Date
30738	12/5/2024

www.design2wellness.com

Bill To:

Dunbar Community Center
Josh Ives
545 N Upper St
Lexington KY 40508

Ship To:

Dunbar Community Center
Josh Ives
545 N Upper St
Lexington, KY 40508

Product #	Product Description	Qty	Unit Price	Total
9NN-B7501-60ARS	Nautilus Instinct Mult Adj Bench	2	695.00	1,390.00
9NP-R8011-60AAS	Nautilus 3Tier 15pr Saddle Style Dumbbell Rack	1	1,325.00	1,325.00
FPD-UDB-5-50	Fitness Products Direct 5-50 CPU Urethane DB Set	1	1,395.00	1,395.00
Fitness Products Direct	Fitness Products Direct Urethane Dumbbell 55lb (Each): FPD-UDS-55	2	140.00	280.00
Fitness Products Direct	Fitness Products Direct Urethane Dumbbell 60lb (Each): FPD-UDS-60	2	155.00	310.00
Fitness Products Direct	Fitness Products Direct Urethane Dumbbell 65lb (Each): FPD-UDS-65	2	170.00	340.00
Fitness Products Direct	Fitness Products Direct Urethane Dumbbell 70lb (Each): FPD-UDS-70	2	180.00	360.00
Fitness Products Direct	Fitness Products Direct Urethane Dumbbell 75lb (Each): FPD-UDS-75	2	195.00	390.00
FPD-RGP-2.5	Fitness Products Direct Rubber Grip Plates, 2.5lbs	4	3.75	15.00
FPD-RGP-5	Fitness Products Direct Rubber Grip Plates, 5lbs	4	7.50	30.00
FPD-RGP-10	Fitness Products Direct Rubber Grip Plates, 10lbs	6	16.50	99.00
FPD-RGP-25	Fitness Products Direct Rubber Grip Plates, 25lbs	6	38.75	232.50
FPD-RGP-35	Fitness Products Direct Rubber Grip Plates, 35lbs	4	55.00	220.00
FPD-OB86-PCMB-C	Fitness Products Direct 7' CERAMIC OLYMPIC BAR - 6 NEEDLE BEARING (CAMO)	1	250.00	250.00
FPD-LJC	Fitness Products Direct Lock Jaw Collar set, Black	1	25.00	25.00
Shipping	Shipping Charges from the manufacturer to Design2Wellness Warehouse South	1	5,120.55	5,120.55
Installation	Delivery & Installation to Lexington KY 40508	1	5,000.00	5,000.00
	Cardio: Matte Black Frame			
	Strength: Frame: Matte Black Upholstery: Black			
	Total sales tax		0.00	0.00

Total	$95,997.05

Chris Bingman
chris@design2wellness.com
mobile: 859-312-9063

Sales Representative

Customer Signature and Date

Terms:
Net 30

Please accept this signed quotation as a purchase order and acceptance of the price, terms and condtions below:
Standard terms are 50% deposit and balance due upon delivery or approved purchase orders.
All quotes are valid for 30 days from date of issue.
Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns.
For complete terms & conditions please visit design2wellness.com.

Proposal Expires On
1/4/2025

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE DEPARTMENT OF GENERAL SERVICES TO PURCHASE EXERCISE EQUIPMENT FROM DESIGN2WELLNESS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH DESIGN2WELLNESS, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $95,997.05.

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

Section 1 – That the Department of General Services is authorized to purchase exercise equipment for the Dunbar Community Center, from Design2Wellness, a sole source provider, and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Design2Wellness, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $95,997.05, be and hereby is approved for payment to Design2Wellness, from account #1105-707602-91015.

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
0001-25:GET: 4929-4759-8604, v. 1

RESOLUTION NO. 001 - 2025

A RESOLUTION AUTHORIZING THE DEPARTMENT OF GENERAL SERVICES TO PURCHASE EXERCISE EQUIPMENT FROM DESIGN2WELLNESS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH DESIGN2WELLNESS, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $95,997.05.

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

Section 1 – That the Department of General Services is authorized to purchase exercise equipment for the Dunbar Community Center, from Design2Wellness, a sole source provider, and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Design2Wellness, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $95,997.05, be and hereby is approved for payment to Design2Wellness, from account #1105-707602-91015.

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

PASSED URBAN COUNTY COUNCIL: January 16, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0001-25:GET: 4929-4759-8604, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0002-25

File ID:	0002-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	001-2025	**In Control:**	Urban County Council
				File Created:	12/11/2024
File Name:	FARO Technologies Inc. - Quote/Standard Terms & Sole Source Certification			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Div. of Police to purchase maintenance for the FARO 3D Crime Scene Scanner from FARO Technologies Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with FARO Technologies Inc., related to the procurement at a cost not to exceed $2,240. [Div. of Police, Weathers]

Notes: In office 12/13/2024. MS

Stamped and filed in the CCO. Copies returned via scans to REnita Happy 1/24/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Cover Memo - 2025 FARO Technologies Inc..pdf, FARO Technologies Inc. - Quote & Standard Terms.pdf, FARO Technologies Inc. - Sole Source Certification (2025).pdf, 2-25 faro 4920-2722-3566 v.1.docx, R-008-2025	**Enactment Number:**	R-008-2025
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0002-25

Title

A Resolution authorizing the Div. of Police to purchase maintenance for the FARO 3D Crime Scene Scanner from FARO Technologies Inc., a sole source provider, and

authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with FARO Technologies Inc., related to the procurement at a cost not to exceed $2,240. [Div. of Police, Weathers]

Summary

Authorization to establish FARO Technologies Inc. as a sole source vendor and accept the attached Quote/Standard Terms for annual maintenance for the FARO 3D Crime Scene Scanner. The scanner is a high-Resolution crime scene data collection system and mapping tool. The coverage period is for January 1, 2025 to December 31, 2025. The annual cost is $2,240. Funds are Budgeted. (L0002-25)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, 10/18/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: $2,240

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $576,345.00

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: December 11, 2024

SUBJECT: FARO Technologies Inc. – Quote/Standard Terms & Sole Source Certification

Request
Authorization to reestablish FARO Technologies Inc. as a sole source vendor and accept the attached Quote/Standard Terms.

Why are you requesting?
The FARO 3D Crime Scene Scanner is an extremely high-resolution crime scene data collection system and mapping tool. This is necessary to ensure the instrument is maintained and in certified working condition and receives required calibration.

The coverage period is for one year, from January 1, 2025 through December 31, 2025. The annual cost is $2,240. This is also to reestablish FARO Technologies Inc., as a sole source vendor. The attached agreement requires Council approval and Mayor Gorton's signature.

What is the cost in this budget year and future budget years?
Funds are budgeted - $2,240

Are the funds budgeted? Yes – 1101-505506-5561-76102

File Number: 0002-25

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

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

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

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

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

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

Notes:

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

RECURRING COSTS				
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL

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

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

Quote, including negotiated terms and conditions attached, accepted

Signature: _____ **Print:** _____
Title: _____ **Date:** _____
Accounts Payable Name: _____ **Email:** _____

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

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

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

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

STANDARD TERMS AND CONDITIONS OF SALE

Negotiated between Lexington Police Department and FARO Technologies, Inc. December 2024

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser from FARO Technologies, Inc. ("FARO"), its affiliates, subsidiaries and related companies except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order or quotation issued by FARO or approved by FARO (each, an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. If any conflict exists between local law and any section of these terms and conditions, the local law shall apply and replace only that section.

ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS AND ANY ORDER, BOTH OF EITHER OF WHICH MAY BE DELIVERED TO PURCHASER IN ELECTRONIC FORM BY FARO, SHALL BE DEEMED TO HAVE OCCURRED UPON THE EARLIER OF EXECUTING OR ACCEPTING THESE STANDARD TERMS AND CONDITIONS OR TAKING DELIVERY OF ANY PRODUCTS. ANY DEVIATION FROM, OR EXCEPTIONS TO, THESE TERMS AND CONDITIONS MUST BE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FARO.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00 (Definitions).

1.0 Payment of Purchase Price

1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).

1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale, or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.

1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations, or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.

1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:

- **a.** the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;
- **b.** the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;
- **c.** the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers) hereof;
- **d.** the right to terminate any existing Software license agreement with Purchaser; and
- **e.** the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).

1.05 Except as expressly set forth in Section 4.06 (Factory Repairs), FARO does not permit returns on any Products shipped. In addition, FARO does not permit returns of Software delivered digitally, including Software downloaded by Purchaser or Software activated by a product key received by Purchaser via electronic mail, flash drive, memory card, or similar type of electronic delivery system.

1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.

1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs. FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.

2.0 Delivery and Transportation

2.01 Delivery dates set forth in the Order are estimates and not guarantees and are based upon conditions at the time such estimate is given.

2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01 (Force Majeure/ Entire Agreement / Governing Law / Miscellaneous)). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.

2.03 If there is a shortage of Product, excessive demand for Product, or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.

2.04 Responsibility for all costs and risks in any way connected with the storage, transportation, and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit, or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.

2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.

2.06 FARO does not assume any risk for (i) late deliveries of goods, (i) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines)

3.0 Installation, Operator Training and Maintenance

3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product, and setting up of Product for operation.

3.02 Subject to Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers), Purchaser shall be responsible for all maintenance of Product.

3.03 FARO shall invoice training with other Products set forth in the Order, if applicable. Purchaser shall have six (6) months from the date of invoice ("Training Period") to complete training. If training is not completed within the Training Period, FARO may refuse to conduct training at its discretion. Any training not completed within the Training Period is forfeited by the Purchaser.

3.04 Understanding that training is invoiced upon ordering the training and paid in advance, there may be additional penalties for changing training dates in some circumstances. Purchaser may freely cancel or reschedule a confirmed training class with more than ten (10) working days' notice prior to the date of the scheduled training class at no additional cost. If the Purchaser cancels or reschedules a confirmed training class with less than ten working days' notice prior to the date of the scheduled training class, but prior to the date of training, Purchaser may be charged up to an additional fifty percent (50%) of the cost of training to reschedule. Rescheduling training on the date of training is not allowed. Any training that is not attended by Purchaser on the confirmed date of the training must be repurchased by Purchaser to be rescheduled.

4.0 Warranties and Exclusions; Exclusive Remedies and Disclaimers

4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.

4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.

4.03 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire one (1) year after the day that the Product is shipped from FARO (the "Warranty Period"), at the end of the month during which the Product is shipped.

4.04 To properly make a claim under the Warranties, Purchaser must deliver written notice of the claim to FARO during the Warranty Period, at FARO's contact information set forth on the Order, together with a description of such claim in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any claim reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product, of equal or greater performance, or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation. As for such additional needed repairs, FARO shall quote Purchaser for such, which Purchaser can choose or reject such service at its discretion, and return shipping to Purchaser will be at Purchaser's cost and expense.

4.05 The Warranties shall not apply to or cover:

a. Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the abilities for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure, or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.

b. Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, fan filter cleaning and system clock battery replacement.

c. Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with Section 4.11 or FARO's prior express written consent is obtained.

d. Any defect in or related to Product which FARO cannot duplicate with reasonable effort.

e. Any defect in or related to Product caused by materials, including hardware, software, or data not supplied by FARO.

f. Any defect caused or resulting from accident; physical, electrical or magnetic stress; failure of electric power, air condition or environmental controls; or use in or with defective or non-compatible equipment, hardware, software or data.

g. Any defect or problem caused by changes in the operating characteristics of computer systems, hardware, or software developed after Product is delivered.

h. Any Product exported by Purchaser outside of the country of purchase.

i. Any demonstration or used Product.

j. Any services of FARO. **ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

k. Any Third-Party Product sold or included with the Products. Such Third-Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. **OTHERWISE, SUCH THIRD-PARTY PRODUCTS ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

4.06 Factory Repairs

a. Purchaser agrees to ship Product to FARO in the original packing container.

b. Shipping charges due by Purchaser exclude brokerage fees, duties, taxes and VAT.

c. IF PRODUCT IS UNDER STANDARD WARRANTY: Purchaser agrees to ship Product to FARO at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.

d. IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product, of equal or better performance ("Temporary Replacements"), as appropriate, while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.

e. IF PRODUCT IS NOT UNDER ANY WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.

4.07 FARO may utilize new or refurbished components of Product to perform any Warranty service.

4.08 **Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust, or replace Product, with a similar or newer product, as provided in Section 4.04.**

4.09 **DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS, OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.**

4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

4.11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:

a. Product is currently within the Warranty Period;

b. The new owner is, or becomes, a Certified User; and

c. FARO Customer Service is informed of and approves of the transfer.

4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User approved by FARO Customer Service, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third-party.

4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

5.0 Limitations of Liability

5.01 **In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the Product or inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as when Temporary Replacements are provided per Section 4.06(d)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive, and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from the Product, or test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.**

5.02 **FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.**

5.03 **The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions and that the same form an essential basis of the bargain between the parties. Faro shall be liable for any property damage or personal injury caused by the willful or negligent conduct of its employees while on LFUCG property.**

6.0 Design Changes

6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date. FARO reserves the right to substitute similar products of the same value without prior notification to the Customer.

6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.0 Intellectual Property

7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7.02 Purchaser acknowledges and agrees that the Products (including Software) contains trade secrets, confidential, and proprietary information of FARO and shall maintain all Products (including Software) as confidential and proprietary information of FARO. Purchaser shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, confidential, and proprietary information of FARO than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions or for purpose of making one (1) archival or back-up copy of the Software) alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Products (and Software), in whole or in part, or permit access to or use thereof by any third-party.

7.03 Purchaser acknowledges that any unauthorized use of the Products (and Software), or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions, and permanent injunctions from any such unauthorized use.

7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

8.0 Indemnification

8.01 To the extent allowable by law, purchaser will defend, indemnify, and hold harmless FARO against all claims, losses, liabilities, damages, costs, and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule, or regulation. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to LFUCG.

9.0 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous

9.01 FARO shall not be liable for any loss, damage, detention, or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including, without limitation, compliance with any rules, regulations, orders or instructions of any

federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.

9.03 No representative of FARO has any authority to modify, alter, delete, or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.

9.04 For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in the state and federal courts in Fayette County, Kentucky.

9.05 For Orders in the Europe Union, these terms shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office within the country.

9.06 For Orders outside of the United States of America and the European Union, these terms shall be governed by local law, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office in country or, if no registered office exists, the city of the agent of FARO within the country.

9.07 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

9.08 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.09 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT, OR ACTION RELATED THERETO OR HERETO.

9.10 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit, or other proceeding relates.

9.11 Purchaser agrees to comply with all applicable law. Purchaser shall not export or re-export any Product in violation of applicable export control law, rules or regulations. Deliveries of these goods, products, Software, technologies or know-how-transfer to countries outside the country of sale or to third parties are subject to authorization by FARO or may be prohibited. U.S.-origin goods, products, software, technologies or know-how-transfer which are of at least ten percent (10%) U.S.-origin are liable to U.S. Export Administration Regulations and export outside the country of sale may be prohibited. All export control obligations associated with a resale shall be borne by the exporter.

10.0 Definitions

10.01 "Certified User" means any person who has completed at least one full session of product-specific training for Product.

10.02 "FARO" and "FARO Customer Service" means FARO Technologies, Inc.

10.03 "FARO Intellectual Property" means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements, and updates of any Product.

10.04 "Purchaser" means the party buying Product and who is legally obligated under the Order.

10.05 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs, disk drive directory organization, and content, sold pursuant to the Order.

10.06 "Purchase Price" means the agreed-upon price of Product set forth in the Order.

10.07 "Third-Party Product" shall mean any equipment, products, Software, or services of a third-party that FARO sells or makes available to Purchaser under an Order.

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: $2240.00

Sole Source Request for the Purchase of: FARO Scanner Maintenance & License.

One Time Purchase

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

Vendor Information

Business Name: FARO Technologies

Contact Name: Richard Britt

Address: 250 Technology Park, Lake Mary, FL 32746

Phone: 407-333-9911 Email: Richard.Britt@faro.com

STATEMENT OF NEED: (Add additional pages as needed)
My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

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

The FARO 3D Crime Scene Scanner is an extremely high resolution crime scene data collection system and mapping tool. The requested maintenance agreement is needed to ensure the instrument is maintained in certified working condition and receives required calibration.

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

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

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

☐ Uniqueness of the service. Describe.

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

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe: Leica has unique re-calibration equipment needed to service this particular 3D scanner.

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

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

-

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

I have been in contact with FARO Technologies who advised they do not use outside vendors for their product or support. I have also conducted internet research which confirms this assertion.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

The price for this maintenance agreement is consistent with maintenance agreements for similar systems.

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

By continuing to re-license and support the existing hardware, the cost of procurement of new hardware is avoided. The cost of the 3D Scanner system was approximately $84,000.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE MAINTENANCE FOR THE FARO 3D CRIME SCENE SCANNER FROM FARO TECHNOLOGIES INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FARO TECHNOLOGIES INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $2,240.00.

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 for the FARO 3D Crime Scanner from FARO Technologies Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with FARO Technologies Inc., related to the procurement.

Section 2 – That an amount, not to exceed the sum of $2,240.00, be and hereby is approved for payment to FARO Technologies Inc., 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
2-25:MRS:4920-2722-3566, v. 1

RESOLUTION NO. 008 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE MAINTENANCE FOR THE FARO 3D CRIME SCENE SCANNER FROM FARO TECHNOLOGIES INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FARO TECHNOLOGIES INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $2,240.00.

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 for the FARO 3D Crime Scanner from FARO Technologies Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with FARO Technologies Inc., related to the procurement.

Section 2 – That an amount, not to exceed the sum of $2,240.00, be and hereby is approved for payment to FARO Technologies Inc., from account #1101-505506-76102

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
2-25:MRS:4920-2722-3566, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0003-25

File ID:	0003-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	12/12/2024
File Name:	Contract Modification 1 HDR Citation Blvd Phase IIIA			**Final Action:**	01/23/2025

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the Contract price by the sum of $85,020, from $366,360 to $451,380. [Div. of Engineering, Burton]

Notes:

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Citation Boulevard Phase IIIA - Bluesheet Memo - CO#1.pdf, signed - CO#1.pdf, 3-25 hdr 4904-0238-9774 v.1.docx, R-009-2025, Contract #084-2018	**Enactment Number:**	R-009-2025
Deed #:		**Hearing Date:**	
Drafter:	Sara Burd	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0003-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the Contract price by the sum of $85,020, from $366,360 to $451,380. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification #1 with HDR Engineering, Inc. to amend the design Agreement, increasing the amount by $85,020 for engineering services associated with the Citation Boulevard Phase IIIA Project. The amended Agreement amount is $451,380. Funds are Budgeted. (L0003-25)(Burton/Albright).

Budgetary Implications: Y

Advance Document Review: Y

Law: Y, Michael R. Sanner, December 12, 2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 2608-303202-3251-71205

This Fiscal Year Impact: $85,020

Annual Impact: N/A

Project: CITWINBURN_2018

Activity: ENG_DESIGN

Budget Reference: 2018

Current Balance: $124,590

MAYOR LINDA GORTON

LEXINGTON

DOUG BURTON
DIRECTOR
ENGINEERING

TO: Mayor Linda Gorton
Urban County Council

FROM: Doug Burton, Director
Division of Engineering

DATE: December 12, 2024

SUBJECT: Request to amend Engineering Service Agreement with HDR Engineering, Inc.
Contract #084-2018

Request:

Council authorization to amend the Design Agreement with HDR Engineering, Inc., increasing the agreement amount by $85,020 for engineering services associated with the Citation Boulevard Phase IIIA Project. The amended agreement amount will be $451,380.

Purpose of Request:

The LFUCG Division of Engineering needs to amend the Design Agreement for the Citation Boulevard Phase IIIA Project. The Contract Modification #1 will include additional funds for Field Surveying of three parcels (136, 137, 139), modifications to right-of-way Plans and documents of six parcels (102, 136, 137, 139, 145, 149), modifications to the final construction plans (drainage, detention, and access), and additional QA/QC work.

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

The cost for this FY is: $85,020
The cost for future FY is: N/A

Are the funds budgeted?

Yes, the funds are budgeted in: 2608-303202-3251-71205

File Number: 0003-2025

Director/Commissioner: Burton/Albright

101 East Vine St., Suite 400, Lexington, KY 40507 / 859.258.3410 Phone / 859.258.3458 Fax / lexingtonky.gov

CONTRACT HISTORY FORM

Project Name: **Citation Boulevard Phase III A**

Contractor: **HDR Engineering, Inc.**

Contract Number and Date: **084-2018** **April 26,2018**

Responsible LFUCG Division: **Division of Engineering**

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount: $ **366,360.00**

Next Lowest Bid Amount: **NA**

B. Amount of Selected Alternate or Phase: $ 0.00

C. Cumulative Amount of All Previous Alternates or Phases: $ **0.00**

D. Amended Contract Amount: $ **366,360.00**

E. Cumulative Amount of All Previous Change Orders: $ **0.00** **0.0%** *(Line E / Line D)*

F. Amount of This Change Order: $ **85,020.00** **23.2%** *(Line F / Line D)*

G. Total Contract Amount: $ **451,380.00**

SIGNATURES

Project Manager: Andrew Grunwald, P.E. Date: DEC 9, 2024

Reviewed by: Mark Feibes, P.E. Date: 12/10/24

Division Director: W. Douglas Bu[illegible], P.E. Date: 12/10/24

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION Page 1 of 2			
	Date:	December 4, 2024	
	Project:	Citation Boulevard P-IIIA	
	Location:	Citation Boulevard	
To (Contractor): HDR Engineering, Inc. 333 W. Vine Street, Suit 1400 Lexington KY 40507	Contract No.	084-2018	
	Original Contract Amt.	$366,360.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$366,360.00	
	Contract Mod No.	1	

You are hereby requested to comply with the following changes from the original contract and Scope of Work;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Design Services for Citation Boulevard Phase - IIIA		$85,020.00	
	Total decrease	$0.00		
	Total increase		$85,020.00	
	Net Amount of this Change Order	$85,020.00		
	New Contract Amount Including this Change Order	**$451,380.00**		
	Percent Change - This Change Order			23.21%
	Percent Change - All Change Orders			23.21%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by _____ (Proj. Engr.) Date DEC 4, 2024

Accepted by _____ (Contractor) Date 12.4.24

Approved by _____ (Director) Date 12/10/24

Approved by _____ (Commissioner) Date 12/11/24

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: Citation Boulevard Phase IIIA
	CONTRACT NO.: 084-2018
	CONTRACT MOD: 1

1. Necessity for change: To incorporate design changes from Right-of-Way Acquisition, design changes for drainage modifications, modifications to alignment, and additional surveying. See Attachment A.

2. Is proposed change an alternate bid? ___Yes _X_No

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? _X_Yes ___No

   If "Yes", will the policies be extended? _X_Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Completion date will be extended 360 days from Change Order Council Ratification.

Mayor or CAO _____ Date _____

Attachment - A

Citation Boulevard Phase IIIA Contract Modification #1 Scope Summary

Survey: **48 hours**

- These hours are for the eventual staking of the revised right of way plats on PHIIIA: Parcel 136, 137, and 139.

Right of Way Plans: **190 hours**

- These hours are for additional Right of Way Plan preparation work for the shifted alignment, the Red Cross Entrance, the Winburn Bus lane, the Asbury Lane Route addition, and the PHIIIA parcels edited by the Basin/Drainage: Parcel 102, 136, 137, 139, 145, and 149.

Final Plan Preparation: **193 hours**

- These hours are for the Phase IIIA drainage changes and rerouting required for the addition of the basin, the shifted alignment, the addition of Asbury Lane.
- These hours are for the requested basin regrading to reduce footprint.
- These hours are for plan and design work related to the Red Cross Entrance and the Winburn School bus entrance.

QA/QC: **8 hours**

- These hours are for detail checking, QC, and QA for the work mentioned above in the revised scope.

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Dec 6, 2024	**COUNTY:**	Fayette	**ITEM #:**	7-447
PROJECT:	Citation Boulevard Phase III-A				
DESC:	Contract Mod. #1: Align. Shift, Basin Edit, Drainage Impacts, Red Cross Ent., Win. School Ln, Asbury Ln.				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	48		$ 52.34	$ 2,512.32
Right-of-Way Plans	190		$ 65.36	$ 12,418.40
Final Plans	193		$ 65.36	$ 12,614.48
QA/QC	8		$ 76.73	$ 613.84
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	439			**$ 28,159.04**

OVERHEAD (157.94 % **)**	$	44,474.39
PROFIT (15.00 % **)**	$	10,895.01
COST OF MONEY (0.45 % **)**	$	127.42

DIRECT COSTS	AMOUNT
Mileage	$ 487.20
Meals	$ 60.00
Survey Crew Travel Time	$ 816.50
Lodging	$ -
Printing and/or Misc.	$ -
TOTAL DIRECT COSTS	**$ 1,363.70**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 85,020**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **HDR ENGINEERING, INC.** | **SIGNED BY:** Kyle R. Guthrie

Vice President/Area Manager

CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
CLASSIFICATIONS AND DETERMINATION OF AVERAGE RATES

COUNTY Fayette
PROJECT Citation Boulevard Phase III-A
ITEM NO. 7-447

Position	12/6/2024 Rate	Escalated Rate 2.493%	% Classification	Cost
Survey				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 1	$ 61.20	$ 62.73	30%	$ 18.82
Graphic Designer Sr	$ 48.45	$ 49.66	30%	$ 14.90
Survey Technician	$ 26.14	$ 26.79	30%	$ 8.04
Average Rate			100%	**$ 52.34**
Right Of Way Plans				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	30%	$ 22.80
Project Engineer 2	$ 51.98	$ 53.28	60%	$ 31.97
Average Rate			100%	**$ 65.36**
Final Plans				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	30%	$ 22.80
Project Engineer 2	$ 51.98	$ 53.28	60%	$ 31.97
Average Rate			100%	**$ 65.36**
QA/QC				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	80%	$ 60.81
Project Engineer 2	$ 51.98	$ 53.28	10%	$ 5.33
Average Rate			100%	**$ 76.73**

Escalated rate increase based on midpoint of project. Maximum allowed salary increase is 5%.

- Notice to Proceed 11/1/2024
- Midpoint of Project 2/22/2025
- Final Plans 6/15/2025

- Audited Rates as of: 8/24/2024
- Midpoint of Project 2/22/2025
- Days (7/29/2023 to Midpoint) = 182

182 Days ÷ 365 =	0.499 Years
0.499 Years x 5% per year	2.493% = Escalation Rate

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC	Contract Mod. #1: Align. Shift, Basin Edit, Drainage Impacts, Red Cross Ent., Win. School Ln, Asbury Ln.	REVIEWED BY	
		PREPARED BY	
ITEM NO.	7-447	DATE	12/6/2024

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
	CONTROL					
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile			0
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre			0
21	Process data	1	Mile			0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel			0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Set Property Corner Pins for R/W Acquisition	2	Parcel	3	8	48
	SURVEY TOTAL					**48**

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS			0
31	Prepare existing manuscripts	Mile			0
32	Establish approximate property lines and ownership	Parcel			0
33	Study and develop typical sections	No.			0
34	Study and develop horizontal alignments	Mile			0
35	Study and develop vertical alignments	Mile			0
36	Create and evaluate proposed roadway models	Mile			0
37	Design entrances	No.			0
38	Pre-size pipes (all alternates)	No.			0
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.			0
44	Study and develop maintenance of traffic plan	LS			0
45	Plot/print copies of plans for team meeting and inspections	LS			0
46	Calculate preliminary quantities and develop cost estimates	Alt.			0
47	Revise plans and estimates	LS			0
48	Preliminary Right of Way with taking areas	Parcel			0
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
51					0
52					0
53					0
54					0
55					0
	PRELIMINARY LINE AND GRADE TOTAL				**0**

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.			0
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
59						0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	0	0	0
61	Establish property and ownership	Parcel	0	0	0
62	Calculate Right of Way	Parcel	6	4	24
63	Prepare legal descriptions	Parcel	6	6	36
64	Complete Right of Way summary sheet	Parcel	6	1	6
65	Generate Right of Way strip map *(scale 1" = 100')*	Sheet	1	4	4
66	Prepare Right of Way Plans Submittal	LS	1	8	8
67	Right of Way revisions after Right of Way submittal	LS	1	16	16
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71	Prepare Plats	Parcel	6	16	96
72					0
					0
					0
	RIGHT OF WAY PLANS TOTAL				**190**

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS			0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile	0.5	16	8
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.	3	2	6
85	Develop final roadway model	Mile	0.5	8	4
86	Develop proposed design	Mile	0.5	8	4
87	Generate plan sheets *(scale 1" = 20')*	Sheet	5	5	25
88	Generate profile sheets *(scale 1" = 20')*	Sheet	5	3	15
89	Detail cross sections *(scale 1" = 5')*	No.	12	1	12
90	Design entrances	No.			0
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.	10	4	40
93	Develop drainage system map	Mile	0.5	16	8
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.			0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile			0
105	Develop Erosion Control Plan	Mile			0
106	Inlet spacing calculations	No.	14	1	14
107	Storm sewers calculations	No.	14	1	14
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS	0	0	0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112					0
113					0
114		LS			
115					0

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS			0
117	Prepare typical sections	No.			0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile	0.5	6	3
121	Prepare elevation developments	No.	1	8	8
122	Prepare striping plan	No.			0
123	Calculate final quantities	Mile	0.5	16	8
124	Complete general summary	LS	1	4	4
125	Complete paving summary	LS	1	4	4
126	Complete drainage summary	LS	1	4	4
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	4	4
129	Plot/print copies of plans	LS	1	4	4
130	Plan revisions	Mile	0	0	0
131	Prepare final construction plans submittal	LS	0	0	0
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS			0
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	Document available rock quantities	LS			0
139	Pavement Design Additional Investigation and Study	LS	1	4	4
140					0
141					0
142					0
143					0
	FINAL PLANS TOTAL				**193**

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No.			0
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.			0
153	Misc. project coordination meetings	2	No.	0	0	0
154	Project team meetings	2	No.	0	0	0
	MEETINGS MISCELLANEOUS					
155	Value Engineering Study		LS			0
156	Constructability Review		LS			0
	MEETINGS TOTAL					**0**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.			0
162	Attend Advisory Committee/Officials Meeting	2	No.			0
163	Prepare for Public Meetings/Hearings		No.			0
164	Attend Public Meetings/Hearings	2	No.			0
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						
	PUBLIC INVOLVEMENT TOTAL					**0**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Plan review	LS	1	8	8
181	Structure review				0
	QA/QC TOTAL				**8**

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL		48
LINE AND GRADE TOTAL		0
UTILITY COORDINATION TOTAL		0
RIGHT OF WAY PLANS TOTAL		190
FINAL PLANS TOTAL		193
MEETINGS TOTAL		0
PUBLIC INVOLVEMENT TOTAL		0
QA/QC TOTAL		8
GRAND TOTAL		439

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Eric Pelfrey, Director
Division of Professional Services

FROM: Stephanie L. Banks, Audit Manager
External Audit Branch

DATE: August 1, 2024

SUBJECT: HDR Engineering Services
Acceptance of 2023 Cognizant Rate

We have received a cognizant letter for HDR Engineering Services' (Company) year ended December 30, 2023 Statement of Direct Labor, Fringe Benefits, and General Overhead and Schedule of Facilities Capital Cost of Money Prepared in Accordance with the Federal Acquisition Regulation Part 31 from the Nebraska Department of Transportation.

We recommend the Kentucky Transportation Cabinet use the following rates:

Indirect Cost:	157.94%
Facilities Capital Cost of Money:	0.4525%

We recommend the Kentucky Transportation Cabinet verify pay rates per classification to their payroll register at a later date.

This memorandum is intended solely for the use and information of the Company and the Kentucky Transportation Cabinet related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used for any other purpose.

SLB

Attachments

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 40601

Jim Gray
SECRETARY

INTRA-DEPARTMENTAL MEMO

TO: Eric Pelfrey, Director
Division of Professional Services

FROM: Stephanie L. Banks
Internal Audit Supervisor, External Audit Branch
Division of Audit Services
Office of Audits

DATE: September 23, 2024

SUBJECT: Schedule of Current Personnel
As of August 24, 2024

Below is a listing of current classification and pay rates for HDR Engineering Services. We verified these pay rates during our Cognizant Acceptance of their Year Ended December 30, 2023 Indirect Cost Rate. This information is subject to the federal privacy laws and should be used solely by the Kentucky Transportation Cabinet and the Federal Highway Administration.

Classification	Hourly Rate	Classification	Hourly Rate
Accounting	$33.30	ITS Technical Leader	$86.55
Administration / Sr. Accounting	$47.05	Laboratory Supervisor	$37.35
Administrative Coordinator	$26.15	Laboratory Technician	$21.63
Archaeologist / Principal Investigator	$43.66	Marketing	$36.43
Archaeology Technician	$29.64	Municipal Advisor	$46.11
Bridge EIT	$37.97	Municipal Advisor Sr.	$81.74
Bridge Engineer	$46.91	Planner	$34.93
Bridge Engineer Sr.	$81.61	Planner / Urban Designer Sr.	$60.59
CAD Technician	$33.52	Power Delivery Team Lead	$50.76
Communications Coordinator	$33.74	Principal Project Manager	$103.34
Communications Lead	$49.04	Program Manager	$119.58
Communications Lead Sr.	$66.53	Project Coordinator	$28.43
Construction Administrator / Engineer	$59.64	Project Coordinator Sr.	$37.41
Construction Administrator / Oversight	$89.70	Project Engineer 1	$39.34
Construction Inspector 1	$36.68	Project Engineer 2	$51.98
Construction Inspector 2	$43.44	Project Engineer 3	$62.18

Construction Inspector 3	$54.57
Designer Sr. 1	$44.26
Designer Sr. 2	$55.45
Easement Acquisition Designer	$44.42
EIT 1	$37.21
EIT 2	$41.52
Engineering / Technology Lead	$108.16
Engineering Coordinator	$35.74
Environmental Lead	$94.90
Environmental Planner 1	$34.00
Environmental Planner 2	$49.56
Environmental Project Manager	$53.70
Environmental Scientist	$32.26
Environmental Scientist Sr.	$74.36
Facilities Design Manager	$54.22
Facilities Designer	$39.35
Geologist	$36.77
Geologist Sr.	$57.40
Geotechnical Engineer	$40.68
Geotechnical Engineer Sr.	$57.53
Geotechnical Lead	$71.95
GIS Analyst	$30.61
GIS Analyst Sr.	$57.70
GIS Application / Developer	$62.22
GIS Manager	$75.59
Graphic Designer	$28.85
Graphic Designer Sr.	$48.45
Intern	$22.00
Project Engineer 4	$71.80
Project Mgr. / Sr. Bridge Eng. 1	$77.87
Project Mgr. / Sr. Bridge Eng. 2	$97.98
Project Mgr. / Sr. Bridge Eng. 3	$103.47
Project Mgr. / Sr. Project Eng. 1	$54.95
Project Mgr. / Sr. Project Eng. 2	$65.83
Project Mgr. / Sr. Project Eng. 3	$73.85
Project Mgr. / Sr. Project Eng. 4	$89.35
Project Manager Assistant	$57.79
Project Manager Sr. 1	$61.20
Project Manager Sr. 2	$74.16
Project Manager Sr. 3	$91.82
Project Scheduler	$54.98
Quality and Records Coordinator	$34.64
Rail Project Engineer Sr.	$80.22
Railroad Specialist	$45.62
Real Estate Services Agent	$40.96
Real Estate Services Technician	$26.98
Renewables Team Lead	$50.51
ROW Agent	$43.27
ROW Coordinator	$53.95
ROW Project Manager	$60.67
Substation Team Lead	$49.77
Survey Technician	$26.14
TIM Specialist	$55.29
Transportation Planner 1	$34.27
Transportation Planner 2	$44.57
Transportation Planner Sr.	$101.28

The average pay rates per classification have increased an average of 6.7%***** per year over the last two years.

*****Rate is limited to a maximum of 5.00%.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH HDR ENGINEERING, FOR THE CITATION BOULEVARD PHASE IIIA PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $85,020.00, FROM $366,360.00 TO $451,380.00.

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the contract price by the sum of $85,020.00, from $366,360.00 to $451,380.00.

Section 2 – That an amount, not to exceed the sum of $85,020.00, be and hereby is approved for payment to HDR Engineering, from the following account 2608-303202-71205, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
3-25:MRS:4904-0238-9774, v. 1

RESOLUTION NO. 009 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH HDR ENGINEERING, FOR THE CITATION BOULEVARD PHASE IIIA PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $85,020.00, FROM $366,360.00 TO $451,380.00.

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the contract price by the sum of $85,020.00, from $366,360.00 to $451,380.00.

Section 2 – That an amount, not to exceed the sum of $85,020.00, be and hereby is approved for payment to HDR Engineering, from the following account 2608-303202-71205, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
3-25:MRS:4904-0238-9774, v. 1

R-009-2025
Original R-214-2018
Contract #084-2018

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION

	Date:	December 4, 2024
	Project:	Citation Boulevard P-IIIA
	Location:	Citation Boulevard
To (Contractor): HDR Engineering, Inc. 333 W. Vine Street, Suit 1400 Lexington KY 40507	Contract No.	084-2018
	Original Contract Amt.	$366,360.00
	Cumulative Amount of Previous Change Orders	$0.00
	Percent Change - Previous Change Orders	0.00%
	Total Contract Amount Prior to this Change Order	$366,360.00
	Contract Mod No.	1

You are hereby requested to comply with the following changes from the original contract and Scope of Work;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Design Services for Citation Boulevard Phase - IIIA		$85,020.00	
	Total decrease	$0.00		
	Total increase		$85,020.00	
	Net Amount of this Change Order	$85,020.00		
	New Contract Amount Including this Change Order	**$451,380.00**		
	Percent Change - This Change Order			23.21%
	Percent Change - All Change Orders			23.21%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by _____ (Proj. Engr.) Date DEC 4, 2024

Accepted by _____ (Contractor) Date 12.4.24

Approved by _____ (Director) Date 12/10/24

Approved by _____ (Commissioner) Date 12/11/24

Approved by _____ (Mayor or CAO) Date 1/24/25

JUSTIFICATION FOR CHANGE	PROJECT: Citation Boulevard Phase IIIA
	CONTRACT NO.: 084-2018
	CONTRACT MOD: 1

1. Necessity for change: To incorporate design changes from Right-of-Way Acquisition, design changes for drainage modifications, modifications to alignment, and additional surveying. See Attachment A.

2. Is proposed change an alternate bid? ___Yes _X_No

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? _X_Yes ___No

   If "Yes", will the policies be extended? _X_Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Completion date will be extended 360 days from Change Order Council Ratification.

Linda Gorton

Mayor or CAO

1/24/25

Date

Attachment - A

HDR

Citation Boulevard Phase IIIA Contract Modification #1 Scope Summary

Survey: 48 hours

- These hours are for the eventual staking of the revised right of way plats on PHIIIA: Parcel 136, 137, and 139.

Right of Way Plans: 190 hours

- These hours are for additional Right of Way Plan preparation work for the shifted alignment, the Red Cross Entrance, the Winburn Bus lane, the Asbury Lane Route addition, and the PHIIIA parcels edited by the Basin/Drainage: Parcel 102, 136, 137, 139, 145, and 149.

Final Plan Preparation: 193 hours

- These hours are for the Phase IIIA drainage changes and rerouting required for the addition of the basin, the shifted alignment, the addition of Asbury Lane.
- These hours are for the requested basin regrading to reduce footprint.
- These hours are for plan and design work related to the Red Cross Entrance and the Winburn School bus entrance.

QA/QC: 8 hours

- These hours are for detail checking, QC, and QA for the work mentioned above in the revised scope.

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Dec 6, 2024	**COUNTY:**	Fayette	**ITEM #:**	7-447
PROJECT:	Citation Boulevard Phase III-A				
DESC:	Contract Mod. #1: Align. Shift, Basin Edit, Drainage Impacts, Red Cross Ent., Win. School Ln, Asbury Ln.				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	48		$ 52.34	$ 2,512.32
Right-of-Way Plans	190		$ 65.36	$ 12,418.40
Final Plans	193		$ 65.36	$ 12,614.48
QA/QC	8		$ 76.73	$ 613.84
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	439			**$ 28,159.04**

OVERHEAD (157.94 %)	$	44,474.39
PROFIT (15.00 %)	$	10,895.01
COST OF MONEY (0.45 %)	$	127.42

DIRECT COSTS	AMOUNT
Mileage	$ 487.20
Meals	$ 60.00
Survey Crew Travel Time	$ 816.50
Lodging	$ -
Printing and/or Misc.	$ -
TOTAL DIRECT COSTS	**$ 1,363.70**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 85,020**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: HDR ENGINEERING, INC. | **SIGNED BY:** Kyle R. Guthrie

Vice President/Area Manager

CONSULTANT SIGNATURE	TITLE	DATE

PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
CLASSIFICATIONS AND DETERMINATION OF AVERAGE RATES

COUNTY: Fayette
PROJECT: Citation Boulevard Phase III-A
ITEM NO.: 7-447

Position	12/6/2024 Rate	Escalated Rate 2.493%	% Classification	Cost
Survey				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 1	$ 61.20	$ 62.73	30%	$ 18.82
Graphic Designer Sr	$ 48.45	$ 49.66	30%	$ 14.90
Survey Technician	$ 26.14	$ 26.79	30%	$ 8.04
Average Rate			100%	**$ 52.34**
Right Of Way Plans				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	30%	$ 22.80
Project Engineer 2	$ 51.98	$ 53.28	60%	$ 31.97
Average Rate			100%	**$ 65.36**
Final Plans				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	30%	$ 22.80
Project Engineer 2	$ 51.98	$ 53.28	60%	$ 31.97
Average Rate			100%	**$ 65.36**
QA/QC				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	80%	$ 60.81
Project Engineer 2	$ 51.98	$ 53.28	10%	$ 5.33
Average Rate			100%	**$ 76.73**

Escalated rate increase based on midpoint of project. Maximum allowed salary increase is 5%.

- Notice to Proceed: 11/1/2024
- Midpoint of Project: 2/22/2025
- Final Plans: 6/15/2025

- Audited Rates as of: 8/24/2024
- Midpoint of Project: 2/22/2025
- Days (7/29/2023 to Midpoint) = 182

182 Days ÷ 365 =	0.499 Years
0.499 Years x 5% per year	2.493% = Escalation Rate

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC	Contract Mod. #1: Align. Shift, Basin Edit, Drainage Impacts, Red Cross Ent., Win. School Ln, Asbury Ln.	REVIEWED BY	
		PREPARED BY	
ITEM NO.	7-447	DATE	12/6/2024

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
	CONTROL					
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile			0
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre			0
21	Process data	1	Mile			0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel			0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Set Property Corner Pins for R/W Acquisition	2	Parcel	3	8	48
	SURVEY TOTAL					**48**

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS			0
31	Prepare existing manuscripts	Mile			0
32	Establish approximate property lines and ownership	Parcel			0
33	Study and develop typical sections	No.			0
34	Study and develop horizontal alignments	Mile			0
35	Study and develop vertical alignments	Mile			0
36	Create and evaluate proposed roadway models	Mile			0
37	Design entrances	No.			0
38	Pre-size pipes (all alternates)	No.			0
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.			0
44	Study and develop maintenance of traffic plan	LS			0
45	Plot/print copies of plans for team meeting and inspections	LS			0
46	Calculate preliminary quantities and develop cost estimates	Alt.			0
47	Revise plans and estimates	LS			0
48	Preliminary Right of Way with taking areas	Parcel			0
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
51					0
52					0
53					0
54					0
55					0
	PRELIMINARY LINE AND GRADE TOTAL				**0**

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.			0
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
59						0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	0	0	0
61	Establish property and ownership	Parcel	0	0	0
62	Calculate Right of Way	Parcel	6	4	24
63	Prepare legal descriptions	Parcel	6	6	36
64	Complete Right of Way summary sheet	Parcel	6	1	6
65	Generate Right of Way strip map *(scale 1" = 100')*	Sheet	1	4	4
66	Prepare Right of Way Plans Submittal	LS	1	8	8
67	Right of Way revisions after Right of Way submittal	LS	1	16	16
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71	Prepare Plats	Parcel	6	16	96
72					0
					0
					0
	RIGHT OF WAY PLANS TOTAL				**190**

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS			0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile	0.5	16	8
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.	3	2	6
85	Develop final roadway model	Mile	0.5	8	4
86	Develop proposed design	Mile	0.5	8	4
87	Generate plan sheets *(scale 1" = 20')*	Sheet	5	5	25
88	Generate profile sheets *(scale 1" = 20')*	Sheet	5	3	15
89	Detail cross sections *(scale 1" = 5')*	No.	12	1	12
90	Design entrances	No.			0
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.	10	4	40
93	Develop drainage system map	Mile	0.5	16	8
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.			0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile			0
105	Develop Erosion Control Plan	Mile			0
106	Inlet spacing calculations	No.	14	1	14
107	Storm sewers calculations	No.	14	1	14
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS	0	0	0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112					0
113					0
114		LS			
115					0

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS			0
117	Prepare typical sections	No.			0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile	0.5	6	3
121	Prepare elevation developments	No.	1	8	8
122	Prepare striping plan	No.			0
123	Calculate final quantities	Mile	0.5	16	8
124	Complete general summary	LS	1	4	4
125	Complete paving summary	LS	1	4	4
126	Complete drainage summary	LS	1	4	4
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	4	4
129	Plot/print copies of plans	LS	1	4	4
130	Plan revisions	Mile	0	0	0
131	Prepare final construction plans submittal	LS	0	0	0
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS			0
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	Document available rock quantities	LS			0
139	Pavement Design Additional Investigation and Study	LS	1	4	4
140					0
141					0
142					0
143					0
	FINAL PLANS TOTAL				**193**

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No.			0
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.			0
153	Misc. project coordination meetings	2	No.	0	0	0
154	Project team meetings	2	No.	0	0	0
	MEETINGS MISCELLANEOUS					
155	Value Engineering Study		LS			0
156	Constructability Review		LS			0
	MEETINGS TOTAL					**0**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.			0
162	Attend Advisory Committee/Officials Meeting	2	No.			0
163	Prepare for Public Meetings/Hearings		No.			0
164	Attend Public Meetings/Hearings	2	No.			0
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						
	PUBLIC INVOLVEMENT TOTAL					**0**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Plan review	LS	1	8	8
181	Structure review				0
	QA/QC TOTAL				**8**

PRODUCTION-HOUR SUMMARY		
SURVEY TOTAL		48
LINE AND GRADE TOTAL		0
UTILITY COORDINATION TOTAL		0
RIGHT OF WAY PLANS TOTAL		190
FINAL PLANS TOTAL		193
MEETINGS TOTAL		0
PUBLIC INVOLVEMENT TOTAL		0
QA/QC TOTAL		8
GRAND TOTAL		439

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Eric Pelfrey, Director
Division of Professional Services

FROM: Stephanie L. Banks, Audit Manager Stephanie L. Banks
External Audit Branch

DATE: August 1, 2024

SUBJECT: HDR Engineering Services
Acceptance of 2023 Cognizant Rate

We have received a cognizant letter for HDR Engineering Services' (Company) year ended December 30, 2023 Statement of Direct Labor, Fringe Benefits, and General Overhead and Schedule of Facilities Capital Cost of Money Prepared in Accordance with the Federal Acquisition Regulation Part 31 from the Nebraska Department of Transportation.

We recommend the Kentucky Transportation Cabinet use the following rates:

Indirect Cost:	157.94%
Facilities Capital Cost of Money:	0.4525%

We recommend the Kentucky Transportation Cabinet verify pay rates per classification to their payroll register at a later date.

This memorandum is intended solely for the use and information of the Company and the Kentucky Transportation Cabinet related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used for any other purpose.

SLB

Attachments

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 40601

Jim Gray
SECRETARY

INTRA-DEPARTMENTAL MEMO

TO: Eric Pelfrey, Director
Division of Professional Services

FROM: Stephanie L. Banks Stephanie L. Banks
Internal Audit Supervisor, External Audit Branch
Division of Audit Services
Office of Audits

DATE: September 23, 2024

SUBJECT: Schedule of Current Personnel
As of August 24, 2024

Below is a listing of current classification and pay rates for HDR Engineering Services. We verified these pay rates during our Cognizant Acceptance of their Year Ended December 30, 2023 Indirect Cost Rate. This information is subject to the federal privacy laws and should be used solely by the Kentucky Transportation Cabinet and the Federal Highway Administration.

Classification	Hourly Rate	Classification	Hourly Rate
Accounting	$33.30	ITS Technical Leader	$86.55
Administration / Sr. Accounting	$47.05	Laboratory Supervisor	$37.35
Administrative Coordinator	$26.15	Laboratory Technician	$21.63
Archaeologist / Principal Investigator	$43.66	Marketing	$36.43
Archaeology Technician	$29.64	Municipal Advisor	$46.11
Bridge EIT	$37.97	Municipal Advisor Sr.	$81.74
Bridge Engineer	$46.91	Planner	$34.93
Bridge Engineer Sr.	$81.61	Planner / Urban Designer Sr.	$60.59
CAD Technician	$33.52	Power Delivery Team Lead	$50.76
Communications Coordinator	$33.74	Principal Project Manager	$103.34
Communications Lead	$49.04	Program Manager	$119.58
Communications Lead Sr.	$66.53	Project Coordinator	$28.43
Construction Administrator / Engineer	$59.64	Project Coordinator Sr.	$37.41
Construction Administrator / Oversight	$89.70	Project Engineer 1	$39.34
Construction Inspector 1	$36.68	Project Engineer 2	$51.98
Construction Inspector 2	$43.44	Project Engineer 3	$62.18

Construction Inspector 3	$54.57
Designer Sr. 1	$44.26
Designer Sr. 2	$55.45
Easement Acquisition Designer	$44.42
EIT 1	$37.21
EIT 2	$41.52
Engineering / Technology Lead	$108.16
Engineering Coordinator	$35.74
Environmental Lead	$94.90
Environmental Planner 1	$34.00
Environmental Planner 2	$49.56
Environmental Project Manager	$53.70
Environmental Scientist	$32.26
Environmental Scientist Sr.	$74.36
Facilities Design Manager	$54.22
Facilities Designer	$39.35
Geologist	$36.77
Geologist Sr.	$57.40
Geotechnical Engineer	$40.68
Geotechnical Engineer Sr.	$57.53
Geotechnical Lead	$71.95
GIS Analyst	$30.61
GIS Analyst Sr.	$57.70
GIS Application / Developer	$62.22
GIS Manager	$75.59
Graphic Designer	$28.85
Graphic Designer Sr.	$48.45
Intern	$22.00
Project Engineer 4	$71.80
Project Mgr. / Sr. Bridge Eng. 1	$77.87
Project Mgr. / Sr. Bridge Eng. 2	$97.98
Project Mgr. / Sr. Bridge Eng. 3	$103.47
Project Mgr. / Sr. Project Eng. 1	$54.95
Project Mgr. / Sr. Project Eng. 2	$65.83
Project Mgr. / Sr. Project Eng. 3	$73.85
Project Mgr. / Sr. Project Eng. 4	$89.35
Project Manager Assistant	$57.79
Project Manager Sr. 1	$61.20
Project Manager Sr. 2	$74.16
Project Manager Sr. 3	$91.82
Project Scheduler	$54.98
Quality and Records Coordinator	$34.64
Rail Project Engineer Sr.	$80.22
Railroad Specialist	$45.62
Real Estate Services Agent	$40.96
Real Estate Services Technician	$26.98
Renewables Team Lead	$50.51
ROW Agent	$43.27
ROW Coordinator	$53.95
ROW Project Manager	$60.67
Substation Team Lead	$49.77
Survey Technician	$26.14
TIM Specialist	$55.29
Transportation Planner 1	$34.27
Transportation Planner 2	$44.57
Transportation Planner Sr.	$101.28

The average pay rates per classification have increased an average of 6.7%* per year over the last two years.

*Rate is limited to a maximum of 5.00%.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0004-25

File ID:	0004-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	006-25	**In Control:**	Urban County Council
				File Created:	12/13/2024
File Name:	Family Care Center Preschool Contract with FCPS 2024-2025			**Final Action:**	01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Fayette County Public Schools, for preschool education and related services for the 2024-2025 academic school year, at the Family Care Center, at no cost to the Urban County Government. [Div. of Family Services, Horton-Holt]

Notes: In office 1/21/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 1/24/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	0004-24 Bluesheet Memo FCPS Preschool Contract 2024-2025, FCC Preschool Contract with FCPS 2024-2025, RESO 0004-25 FCPS Preschool Contract 4907-8743-1949 v.1.docx, R-010-2025, Contract #006-2025	**Enactment Number:**	R-010-2025
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0004-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Fayette County Public Schools, for preschool education and related services for the 2024-2025 academic school year, at the Family Care

Center, at no cost to the Urban County Government. [Div. of Family Services, Horton-Holt]

Summary
Authorization to execute a Contract between Fayette County Public Schools and the Division of Family Services for preschool services at the Family Care Center. No Budgetary impact. (L0004-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: No
Advance Document Review: Law: T Holskey 12/13/24
Fully Budgeted: N/A
Account Number: N/A
This Fiscal Year Impact: N/A
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

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

DATE: December 12, 2024

SUBJECT: Family Care Center Preschool Services Contract with Fayette County Public Schools

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Request:

Request Council Authorization for the Mayor to execute a contract between Fayette County Public Schools and the Division of Family Services, for preschool services at the Family Care Center.

Why are you requesting?

This contract will provide for the operation of preschool classrooms onsite at the Family Care Center. Fayette County Public Schools is legally required, effective at the beginning of the 2024-2025 school year, to make available free appropriate education and related services to all eligible children with disabilities, and the Family Care Center can provide those preschool services that will fully comply with the state requirements. Either FCPS or LFUCG may terminate the contract by providing thirty (30) days written notice.

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

There is no fiscal impact associated with this contract.

Are the funds budgeted?

There is no fiscal impact associated with this contract.

File Number: 0004-2025

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

THIS CONTRACT, made and entered into this the 1st day of August, 2024 by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY,** of 450 Park Place, Lexington, Kentucky 40511, a political subdivision of the Commonwealth of Kentucky, (hereinafter referred to as Board), and **Lexington-Fayette Urban County Government, an urban county government created pursuant to KRS Chapter 67A through its Division of Family Services and The Family Care Center, whose principal address is 1135 Harry Sykes Way, Lexington, Kentucky 40504,** (hereinafter referred to as Family Care Center).

WITN ESSETH:

WHEREAS, the Board is legally required, effective at the beginning of the 2024-2025 school year, to make available free appropriate preschool education and related services to all eligible children with and without disabilities (Kentucky Education Reform Act [KERA) Preschool Education Program, KRS 157.3175).

WHEREAS, the Family Care Center, a provider of preschool services, desires to provide services that will fully comply with the requirements enforceable against the Board;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. The Family Care Center will comply with all federal and state laws and regulations required to provide a free appropriate education to all eligible children with and without disabilities assigned to the Family Care Center by the Board and accepted by the Family Care Center. Moreover, all preschool services and staff requirements of the Kentucky Education Reform Act will be met by the Family Care Center.

2. Child evaluation, special education, and related services will be made available as follows: Evaluations shall be started no later than September 22, 2024. Evaluation data shall be used along with other information by the Admissions and Release Committee (ARC) for development of the Individualized Education Program (IEP) developed for each child. Special education and related services to be provided to each disabled child shall commence at level, frequency, and initiation date as determined by the IEP.

At the Board's request, the Family Care Center will provide representation to the Board's ARC meeting at which the IEP is developed that identifies the Preschool as the program in which the child will be placed. By the end of the 2024-2025 school year, the Board will schedule this and any other meetings to review or revise the IEP at times that are mutually agreeable for the parent and the Family Care Center. The Board shall ensure that the parents, the Family Care Center, and the Board are involved in any decision about the child's IEP and agree to any proposed changes in the IEP before those changes are implemented. In addition, the Family Care Center will hold periodic parent conferences to which the Board is welcome to send a representative.

The Family Care Center will comply with all requirements of any assigned child's IEP, including related services. FCPS will provide all needed related services.

Transportation shall be provided only when a student lives on an established transportation route and the Family Care Center is within the boundaries of the same route. In addition, transportation will be provided only on days in which FCPS is open and in session. Transportation delivery and pick up will be during regularly scheduled route times. When transportation is required as part of the IEP, the ARC committee may consult with the FCPS

Preschool Coordinator, Preschool Program Specialist, and Transportation. FCPS, in order to comply with KERA regulations, has responsibility to offer an appropriate placement for eligible children.

The Family Care Center will implement the IEP, and will be responsible for compliance with PL 94-142, as amended by PL 99-457, as amended by PL105-17.

3. The Family Care Center will meet or exceed and maintain the standards identified as critical to a strong preschool program. Compliance with this requirement may be established by a satisfactory score, as determined by the Board, on the Early Childhood Education Rating Scale (ECERS) or its equivalent.

4. The Family Care Center will provide class size and adult/child ratios in compliance with the suggested KERA regulations, which are attached hereto and made a part hereof.

5. The Family Care Center, in cooperation with Child Find, shall notify the Board of children who may, according to local standards, be identified as at-risk or disabled. Costs of evaluations to determine the special needs of the child will be covered by the Board.

6. Services provided under this Contract shall be at no cost to the parent. Billing the parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent so long as the parent does not incur any out-of-pocket expense.

7. The Family Care Center will submit child count data on required forms to the Board for the KERA December 1, 2024, enrollment count of eligible children and other related data as may be required for purposes of reporting information required under KERA or under PL 94-142, as amended by PL 99-457, as amended by PL105-17.

The Family Care Center assures that children counted are either three (3) or four (4) years of age or who become five (5) years of age after August 1 of the school year (KERA, Section 17).

8. The Family Care Center will work with FCPS in hiring, training, and monitoring all staff required to perform the services covered under this Contract. All persons employed under this Contract shall be subject to the Interim Early Childhood Personnel Policy, and state and federal laws, including but not limited to: criminal record checks pursuant to KRS 160.380, Age Discrimination in Employment Act, Rehabilitation Act, 42 U.S.C. 1983, Title VII, 42 U.S.C. 2000 (e), et seq. All lead teachers and therapeutic staff shall hold credentials to be classified as Level I according to the Kentucky Department of Education Interim Personnel Guidelines (704 KAR 25:010). Lead teachers will direct instruction for the time specified as per the child's IEP.

9. The Family Care Center shall maintain all required data specified by KERA and PL 94-142, as amended PL 99-457,as amended by PL105-17, including enrollment verification data, annual program evaluation data, and such financial reporting as necessary to document audit trails for the funds expended under this Contract. The Family Care Center will assist the Board in preparing required reports and information to be submitted to the Kentucky Department of Education within the time frame established by the Board. This includes child identification data (including evaluation data) and ARC information and submit to the Board prior to the ARC meeting.

10. The records maintained by the Family Care Center on all children served through this Contract shall be fully available to the Board without parental consent. The Family Care Center will make the parents aware of this matter. All child records shall be governed by the Family Education Rights and Privacy Act (FERPA) and other applicable federal and state requirements.

11. The Family Care Center shall provide the Board the name of the person responsible for all communications and follow-up required by or resulting from the implementation of this Contract.

12. The Family Care Center will agree to submit to the FCPS contractor process, including, but not limited to, background checks.

13. The FCPS Coordinator of the Preschool Program shall be the contact person for the Board, who shall be responsible for all communications and follow-up required by or resulting from the implementation of this Contract. This person shall:

a. Monitor the services provided by the Family Care Center to assure compliance with all federal, state, and local laws and regulations pertaining to the education of eligible preschool children;

b. Serve as liaison on matters concerning program implementation, services to children with disabling conditions, including ARC participation, and planning for transition.

c. Serve as liaison to the Family Care Center to address mutual concerns.

14. The Board will solicit from the Family Care Center such child data on such forms as may be required for purposes of counting children for funding under KERA and PL 94-142, as amended by PL 99-457, as amended by PL105-17. The Board will submit to the Kentucky Department of Education such data and forms as may be required for implementation of programs under these state and federal requirements. The Board shall supply the Family Care Center with such information and data necessary for implementation of the requirements of this Contract. The Board shall invite the Family Care Center to send a representative to state and local meetings when information or training is made available that impact this Contract.

15. The program provided by the Family Care Center will operate a minimum of two and one-half (2 1/2) hours for instruction. Direct child instruction shall be made available 5 days per week. The Family Care Center shall provide services as required by this Contract in conformance to the calendar, including snow days, and non-traditional learning (virtual), followed by the Fayette County school system. Family Care Center will notify the Board of any federal or state holidays that will impact the closing of Family Care Center. For children who are at-risk, at least two (2) home visits will be made, the first of which will occur no more than sixty (60) days after the child is enrolled in the Family Care Center. For children who have a disability, the Family Care Center shall report to the parent the progress of the child at least twice yearly or as specified by the child's IEP.

Children will be educated in an environment that integrates children who are not disabled or at-risk, children who are at-risk, and children who are disabled, unless otherwise noted within the child's IEP and agreed to by the parent(s).

16. The Family Care Center shall notify the Board in writing of any child, affected by Contract, who has an attendance record below 75% within any school month (20 day unless there is a valid excused absence, leg. surgery, chicken pox) on file with the Family Care Center. Written notification n shall be made in a timely manner.

17. The Family Care Center will provide space, including utilities, for all children participating in the KERA preschool program. All facilities will comply with the Cabinet for Human Resources Day Care requirements unless approved under Kentucky Department of Education

Preschool Administrative Regulations. The location of the facility for this program will be 1135 Harry Sykes Way, Lexington, Kentucky, (859) 288-4040. Each classroom will be furnished with developmentally appropriate materials, furniture, and equipment. A playground approved by day care licensing will be available to the program.

18. A variety of curricular resources will be utilized to implement the requirements specified in the IEP and under KERA as a foundation for the child's successful transition to and participation in kindergarten or first grade, whichever is the point of transition to school district services for the child. As available, the Family Care Center will use the curriculum developed or adopted by the Board, making adaptations as may be required to meet the individual needs of children.

19. This Contract may be amended from time to time as mutually agreed upon by the parties, but no such agreement shall become effective unless in writing and signed by both parties.

20. The term of this Contract shall be for one (1) fiscal year from the date of execution through June 30, 2025. The Family Care Center shall not be required to provide any services after the close of the school year, as determined by the calendar followed by the Fayette County school system, to children placed with the Family Care Center.

21, In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies other than the Board, communication line failure or other causes not the fault of the affected party (hereafter referred to as an "Unpreventable Event"), the party who has been affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Unpreventable Event, the party whose ability to perform has not been so affected shall have the right, by giving written notice, to terminate this Contract.

22. If the grant under which this Contract is made is terminated, the Board shall thereupon have the right to terminate this Contract by giving written notice to the Family Care Center of such termination and specifying the effective date thereof, which shall be at least thirty (30) days after the giving of notice by the Board. If the Family Care Center is unable or unwilling to comply with such additional conditions as may be lawfully imposed in the funding or contract under which the Board is performing the program to which these contracted services are being rendered, the Family Care Center shall have the right to terminate this Contract by giving written notice to the Board, signifying the effective date thereof, which shall be at least thirty (30) days after the giving of notice by the Family Care Center.

23. In the event of termination, all property, documents, and reports purchased or prepared by the Family Care Center under this Contract shall, at the option of the Board, become its property. Notwithstanding the above, the Family Care Center shall not be relieved of liability to the Board for any damages sustained by the Board by virtue of any breach of the Contract by the Family Care Center, and the Board may withhold any reimbursement to the Family Care Center for the purpose of set-off until the exact amount of damages due the Board from the Family Care Center is agreed upon or otherwise determined.

24. The Board may, from time to time, request changes in the scope or the services of the Family Care Center to be performed herein.

25. All remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of any other remedy. In event of conflict or breach of contract, the party alleging conflict or breach shall provide written notice to the other party of the specific nature of the alleged conflict or breach. Remedies available herein should be exercised whenever possible. If additional remedies are necessary and such remedies incur additional cost, such cost shall be the responsibility of the party alleging conflict or breach of contract.

26. The Family Care Center will not discriminate against any employee in the performance of this Contract, or against any applicant for employment in the performance of this Contract because of race, creed, color, religion, marital status, age, political affiliation, national origin, or disabling condition. The Family Care Center will ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, marital status, age, political affiliation, national origin, or disabling condition. This requirement shall apply, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

27. No person in the United States shall, on the ground of race, creed, color, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract. The Family Care Center will comply with the regulations promulgated by the President, pursuant to the Civil Rights Act of 1964.

28. None of the funds, materials, property or services contributed by the Board or the Family Care Center under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

29. No part of the program's curriculum may be religious in nature. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Contract. The program is separately incorporated from any religious institution and maintains a non-sectarian board of directors.

30. The program provided under this Contract shall be provided in a drug-free work place.

31. The Family Care Center shall make financial, program progress, and other reports relating to matters within the scope of this Contract and upon such timetables as are reasonably requested by the Board.

32. To the extent permitted by law, the Family Care Center will indemnify, defend, protect, and save harmless the Board, its officers, agents, and employees, from and against any claims, damages, liabilities, losses, and expenses (including court costs and attorneys' fees) for all injury, including damages to any property due to any negligent or willful act or omission of the Family Care Center, arising out of or during the Family Care Center's services under this Contract. Provided, however, each party shall promptly notify the other party of any claim that may give rise to the Family Care Center's obligations under this paragraph, and provided that the Board, should the Family Care Center refuse legal representation regarding the claim, shall have the rights to hire an attorney of its choice to defend against or compromise any claim for which the Family Care Center may be ultimately responsible. Nothing contained herein is intended to act as, nor shall it be, a waiver of any defense, including that of sovereign immunity, that either party may have as to any third party.

33. If any section, paragraph, or clause of this Contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any other remaining provisions herein.

34. This Contract is deemed to be made under and shall be governed by and construed according to the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

FAYETTE COUNTY PUBLICSCHOOLS

Bill Bradford, Assistant Superintendent of School Leadership

11-22-24

Date:

Whitney Stevenson, Director of Early Childhood Education

11/21/24

Date:

Lexington-Fayette Urban County Government
Div. of Family Services-Family Care Center

BY: _____

Ms. Linda Gorton, Mayor

Date: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR PRESCHOOL EDUCATION AND RELATED SERVICES FOR THE 2024-2025 ACADEMIC SCHOOL YEAR, AT THE FAMILY CARE CENTER, 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 contract, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for preschool education and related services for the 2024-2025 academic school year, at the Family Care Center, 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0004-25:TAH:4907-8743-1949, v. 1

RESOLUTION NO. 010 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH FAYETTE COUNTY PUBLIC SCHOOLS, FOR PRESCHOOL EDUCATION AND RELATED SERVICES FOR THE 2024-2025 ACADEMIC SCHOOL YEAR, AT THE FAMILY CARE CENTER, 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 contract, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, for preschool education and related services for the 2024-2025 academic school year, at the Family Care Center, 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: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0004-25:TAH:4907-8743-1949, v. 1

THIS CONTRACT, made and entered into this the 1st day of August, 2024 by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY,** of 450 Park Place, Lexington, Kentucky 40511, a political subdivision of the Commonwealth of Kentucky, (hereinafter referred to as Board), and **Lexington-Fayette Urban County Government, an urban county government created pursuant to KRS Chapter 67A through its Division of Family Services and The Family Care Center, whose principal address is 1135 Harry Sykes Way, Lexington, Kentucky 40504,** (hereinafter referred to as Family Care Center).

WITN ESSETH:

WHEREAS, the Board is legally required, effective at the beginning of the 2024-2025 school year, to make available free appropriate preschool education and related services to all eligible children with and without disabilities (Kentucky Education Reform Act [KERA) Preschool Education Program, KRS 157.3175).

WHEREAS, the Family Care Center, a provider of preschool services, desires to provide services that will fully comply with the requirements enforceable against the Board;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties agree as follows:

1. The Family Care Center will comply with all federal and state laws and regulations required to provide a free appropriate education to all eligible children with and without disabilities assigned to the Family Care Center by the Board and accepted by the Family Care Center. Moreover, all preschool services and staff requirements of the Kentucky Education Reform Act will be met by the Family Care Center.

2. Child evaluation, special education, and related services will be made available as follows: Evaluations shall be started no later than September 22, 2024. Evaluation data shall be used along with other information by the Admissions and Release Committee (ARC) for development of the Individualized Education Program (IEP) developed for each child. Special education and related services to be provided to each disabled child shall commence at level, frequency, and initiation date as determined by the IEP.

At the Board's request, the Family Care Center will provide representation to the Board's ARC meeting at which the IEP is developed that identifies the Preschool as the program in which the child will be placed. By the end of the 2024-2025 school year, the Board will schedule this and any other meetings to review or revise the IEP at times that are mutually agreeable for the parent and the Family Care Center. The Board shall ensure that the parents, the Family Care Center, and the Board are involved in any decision about the child's IEP and agree to any proposed changes in the IEP before those changes are implemented. In addition, the Family Care Center will hold periodic parent conferences to which the Board is welcome to send a representative.

The Family Care Center will comply with all requirements of any assigned child's IEP, including related services. FCPS will provide all needed related services.

Transportation shall be provided only when a student lives on an established transportation route and the Family Care Center is within the boundaries of the same route. In addition, transportation will be provided only on days in which FCPS is open and in session. Transportation delivery and pick up will be during regularly scheduled route times. When transportation is required as part of the IEP, the ARC committee may consult with the FCPS

Preschool Coordinator, Preschool Program Specialist, and Transportation. FCPS, in order to comply with KERA regulations, has responsibility to offer an appropriate placement for eligible children.

The Family Care Center will implement the IEP, and will be responsible for compliance with PL 94-142, as amended by PL 99-457, as amended by PL105-17.

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5. The Family Care Center, in cooperation with Child Find, shall notify the Board of children who may, according to local standards, be identified as at-risk or disabled. Costs of evaluations to determine the special needs of the child will be covered by the Board.

6. Services provided under this Contract shall be at no cost to the parent. Billing the parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent so long as the parent does not incur any out-of-pocket expense.

7. The Family Care Center will submit child count data on required forms to the Board for the KERA December 1, 2024, enrollment count of eligible children and other related data as may be required for purposes of reporting information required under KERA or under PL 94-142, as amended by PL 99-457, as amended by PL105-17.

The Family Care Center assures that children counted are either three (3) or four (4) years of age or who become five (5) years of age after August 1 of the school year (KERA, Section **17).**

8. The Family Care Center will work with FCPS in hiring, training, and monitoring all staff required to perform the services covered under this Contract. All persons employed under this Contract shall be subject to the Interim Early Childhood Personnel Policy, and state and federal laws, including but not limited to: criminal record checks pursuant to KRS 160.380, Age Discrimination in Employment Act, Rehabilitation Act, 42 U.S.C. 1983, Title VII, 42 U.S.C. 2000 (e), et seq. All lead teachers and therapeutic staff shall hold credentials to be classified as Level I according to the Kentucky Department of Education Interim Personnel Guidelines (704 KAR 25:010). Lead teachers will direct instruction for the time specified as per the child's IEP.

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10. The records maintained by the Family Care Center on all children served through this Contract shall be fully available to the Board without parental consent. The Family Care Center will make the parents aware of this matter. All child records shall be governed by the Family Education Rights and Privacy Act (FERPA) and other applicable federal and state requirements.

11. The Family Care Center shall provide the Board the name of the person responsible for all communications and follow-up required by or resulting from the implementation of this Contract.

12. The Family Care Center will agree to submit to the FCPS contractor process, including, but not limited to, background checks.

13. The FCPS Coordinator of the Preschool Program shall be the contact person for the Board, who shall be responsible for all communications and follow-up required by or resulting from the implementation of this Contract. This person shall:

a. Monitor the services provided by the Family Care Center to assure compliance with all federal, state, and local laws and regulations pertaining to the education of eligible preschool children;

b. Serve as liaison on matters concerning program implementation, services to children with disabling conditions, including ARC participation, and planning for transition.

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14. The Board will solicit from the Family Care Center such child data on such forms as may be required for purposes of counting children for funding under KERA and PL 94-142, as amended by PL 99-457, as amended by PL105-17. The Board will submit to the Kentucky Department of Education such data and forms as may be required for implementation of programs under these state and federal requirements. The Board shall supply the Family Care Center with such information and data necessary for implementation of the requirements of this Contract. The Board shall invite the Family Care Center to send a representative to state and local meetings when information or training is made available that impact this Contract.

15. The program provided by the Family Care Center will operate a minimum of two and one-half (2 1/2) hours for instruction. Direct child instruction shall be made available 5 days per week. The Family Care Center shall provide services as required by this Contract in conformance to the calendar, including snow days, and non-traditional learning (virtual), followed by the Fayette County school system. Family Care Center will notify the Board of any federal or state holidays that will impact the closing of Family Care Center. For children who are at-risk, at least two (2) home visits will be made, the first of which will occur no more than sixty (60) days after the child is enrolled in the Family Care Center. For children who have a disability, the Family Care Center shall report to the parent the progress of the child at least twice yearly or as specified by the child's IEP.

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Preschool Administrative Regulations. The location of the facility for this program will be 1135 Harry Sykes Way, Lexington, Kentucky, (859) 288-4040. Each classroom will be furnished with developmentally appropriate materials, furniture, and equipment. A playground approved by day care licensing will be available to the program.

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20. The term of this Contract shall be for one (1) fiscal year from the date of execution through June 30, 2025. The Family Care Center shall not be required to provide any services after the close of the school year, as determined by the calendar followed by the Fayette County school system, to children placed with the Family Care Center.

21, In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies other than the Board, communication line failure or other causes not the fault of the affected party (hereafter referred to as an "Unpreventable Event"), the party who has been affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Unpreventable Event, the party whose ability to perform has not been so affected shall have the right, by giving written notice, to terminate this Contract.

22. If the grant under which this Contract is made is terminated, the Board shall thereupon have the right to terminate this Contract by giving written notice to the Family Care Center of such termination and specifying the effective date thereof, which shall be at least thirty (30) days after the giving of notice by the Board. If the Family Care Center is unable or unwilling to comply with such additional conditions as may be lawfully imposed in the funding or contract under which the Board is performing the program to which these contracted services are being rendered, the Family Care Center shall have the right to terminate this Contract by giving written notice to the Board, signifying the effective date thereof, which shall be at least thirty (30) days after the giving of notice by the Family Care Center.

23. In the event of termination, all property, documents, and reports purchased or prepared by the Family Care Center under this Contract shall, at the option of the Board, become its property. Notwithstanding the above, the Family Care Center shall not be relieved of liability to the Board for any damages sustained by the Board by virtue of any breach of the Contract by the Family Care Center, and the Board may withhold any reimbursement to the Family Care Center for the purpose of set-off until the exact amount of damages due the Board from the Family Care Center is agreed upon or otherwise determined.

24. The Board may, from time to time, request changes in the scope or the services of the Family Care Center to be performed herein.

25. All remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of any other remedy. In event of conflict or breach of contract, the party alleging conflict or breach shall provide written notice to the other party of the specific nature of the alleged conflict or breach. Remedies available herein should be exercised whenever possible. If additional remedies are necessary and such remedies incur additional cost, such cost shall be the responsibility of the party alleging conflict or breach of contract.

26. The Family Care Center will not discriminate against any employee in the performance of this Contract, or against any applicant for employment in the performance of this Contract because of race, creed, color, religion, marital status, age, political affiliation, national origin, or disabling condition. The Family Care Center will ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, marital status, age, political affiliation, national origin, or disabling condition. This requirement shall apply, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

27. No person in the United States shall, on the ground of race, creed, color, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract. The Family Care Center will comply with the regulations promulgated by the President, pursuant to the Civil Rights Act of 1964.

28. None of the funds, materials, property or services contributed by the Board or the Family Care Center under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

29. No part of the program's curriculum may be religious in nature. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Contract. The program is separately incorporated from any religious institution and maintains a non-sectarian board of directors.

30. The program provided under this Contract shall be provided in a drug-free work place.

31. The Family Care Center shall make financial, program progress, and other reports relating to matters within the scope of this Contract and upon such timetables as are reasonably requested by the Board.

32. To the extent permitted by law, the Family Care Center will indemnify, defend, protect, and save harmless the Board, its officers, agents, and employees, from and against any claims, damages, liabilities, losses, and expenses (including court costs and attorneys' fees) for all injury, including damages to any property due to any negligent or willful act or omission of the Family Care Center, arising out of or during the Family Care Center's services under this Contract. Provided, however, each party shall promptly notify the other party of any claim that may give rise to the Family Care Center's obligations under this paragraph, and provided that the Board, should the Family Care Center refuse legal representation regarding the claim, shall have the rights to hire an attorney of its choice to defend against or compromise any claim for which the Family Care Center may be ultimately responsible. Nothing contained herein is intended to act as, nor shall it be, a waiver of any defense, including that of sovereign immunity, that either party may have as to any third party.

33. If any section, paragraph, or clause of this Contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any other remaining provisions herein.

34. This Contract is deemed to be made under and shall be governed by and construed according to the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

FAYETTE COUNTY PUBLICSCHOOLS

B Bradford

Bill Bradford, Assistant Superintendent of School Leadership

11-22-24

Date:

Whitney A Stev

Whitney Stevenson, Director of Early Childhood Education

11/21/24

Date:

Lexington-Fayette Urban County Government
Div. of Family Services-Family Care Center

BY: Linda Gorton

Ms. Linda Gorton, Mayor

Date: 1/24/25

Andy Beshear
Governor

Jamie Link
Secretary
Education and Labor Cabinet

Dr. Robbie Fletcher
Commissioner of Education

KENTUCKY DEPARTMENT OF EDUCATION
300 Sower Boulevard • Frankfort, Kentucky 40601 Phone: (502) 564-3141 • www.education.ky.gov

November 21, 2024

Irma Bennett, Program Manager
Family Care Center
1135 Harry Skyes Way
Lexington, KY 40504

RE: 2024-2025 Contractor Application
Status: Approved

Dear Ms. Bennett:

The Office of Special Education and Early Learning (OSEEL) has approved the Family Care Center's request to contract with the Fayette County School District during the 2024-2025 school year. As described in the guidelines for contracting, approval is contingent upon maintaining a valid childcare license and having received at least three stars in the Kentucky All STARS system during the 2024-25 school year.

The Family Care Center is granted approval as a contractor for one school year. A new application must be submitted annually. For additional information, contact Veronica Brown at veronica.brown@education.ky.gov or 502-564-4970 ext. 4106.

Sincerely,

Andrea Bartholomew

Andrea Bartholomew, Manager
School Readiness Branch, OSEEL

Cc: Demetrus Liggins, Ph.D., Superintendent, Fayette County Public Schools
Whitney Stevenson, Director, Early Childhood Education
Thomas Williams Jr., Ph.D., Early Learning Administrator, OSEEL
Veronica Brown, Consultant, School Readiness Branch, OSEEL

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0005-25

File ID:	0005-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	0002-2025	**In Control:**	Urban County Council
				File Created:	12/19/2024
File Name:	A Caring Place Agreement			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with A Caring Place, Inc., to conduct a feasibility study regarding the most effective Hub structure in Lexington, at a cost not to exceed $150,000. [Div. of Aging and Disability Services, Stambaugh]

Notes: In office 12/30/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 1/24/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	0005-25 Bluesheet Memo A Caring Place Agreement, A Caring Place PSA 4898-1201-2550 v.1, Presentation Oct 8 to SocSvc-PubSafety Committee, RESO 0005-25 A Caring Place PSA 4933-8790-0685 v.1.docx, R-011-2025, Contract #002-2025	**Enactment Number:**	R-011-2025
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0005-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with A Caring Place, Inc., to conduct a feasibility study regarding the most effective Hub structure in Lexington, at a cost not to exceed $150,000. [Div. of Aging and

Disability Services, Stambaugh]

Summary

Authorization to approve the Agreement with A Caring Place Village Hub to conduct a feasibility study regarding the most effective of Hub structure in Lexington. A Hub is comprised of individuals who are over the age of 60 and/or disabled and are interested in aging-in-place. At a cost not to exceed $150,000, per Council Fund Balance assignment. Funds are Budgeted. (L0005-25)(Stambaugh/Allen-Bryant)

Budgetary Implications: Yes
Advance Document Review:
Law: Tiffany Holskey 12/19/24
Risk Management: N/A
Fully Budgeted [select]: YES
Account Number:
1101-606102-6051-71299 $150,000

This Fiscal Year Impact: Not to exceed $150,000
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance: $150,000.00

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: January 3, 2025

SUBJECT: Agreement with A Caring Place, Inc.

Request:

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

Why Are You Requesting?

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

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

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

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

Are the funds budgeted?

Yes, in 1101-606102-6051-71299.

File Number: 0005-25

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant

PURCHASE OF SERVICE AGREEMENT

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INSURANCE; INDEMNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Organization:

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

For Government:

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

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

DATE: _____

ATTEST:

_____
Clerk of the Urban County Council

A CARING PLACE, INC.

BY:_____
ROXANNE CHENEY, CHAIRPERSON

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

EXHIBIT "A"

Scope of Work

Business Concept – A Caring Place as a Villages Hub.

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

Scope of Work

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

Financial Feasibility –

- Create the budget for the Hub

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

EXHIBIT "B"

Presentation to Council

4898-1201-2550, v. 1

A CARING PLACE VILLAGE

Incorporated 2019

501c3

Roxanne L Cheney MSN
Board Chair
A Caring Place

Introduction



Mission-Vision-Values

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

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

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



What We Currently Offer

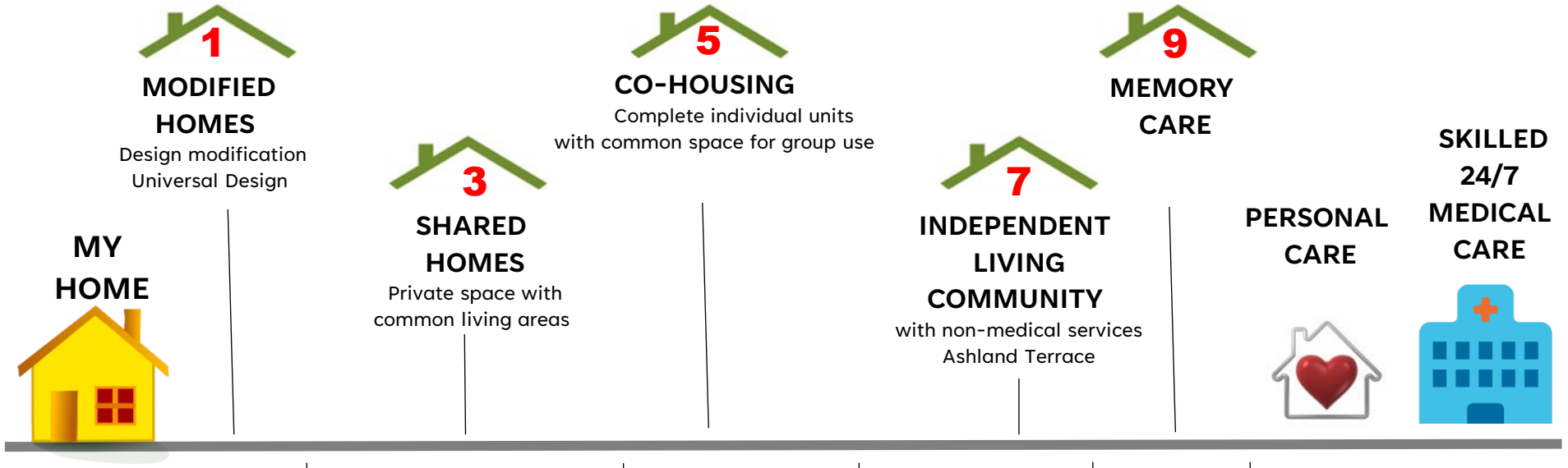
- Partner with UK undergrad students to provide an intergenerational approach.
- Phone buddy system: Trained volunteers are assigned referred participants, who are unable to attend our virtual or in-person socialization groups., and need daily wellness checks, or socialization.
- Semi-weekly Virtual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

Who We Serve

- Seniors (60+)
- Functionally disabled. (Can this be people with disabilities)?
- Caregivers
- People who are Economically Disadvantaged People
- Individuals who are Socially isolated or lonely individuals



REIMAGINING HOME BLUEPRINTS



What is a Village

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

We Are A Village

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

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

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



Impact



What A Caring Place has accomplished

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

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

Testimonials

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

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

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

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

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

Survey of Stonewall Neighborhood

1. 48 participants responded to a survey.

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

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



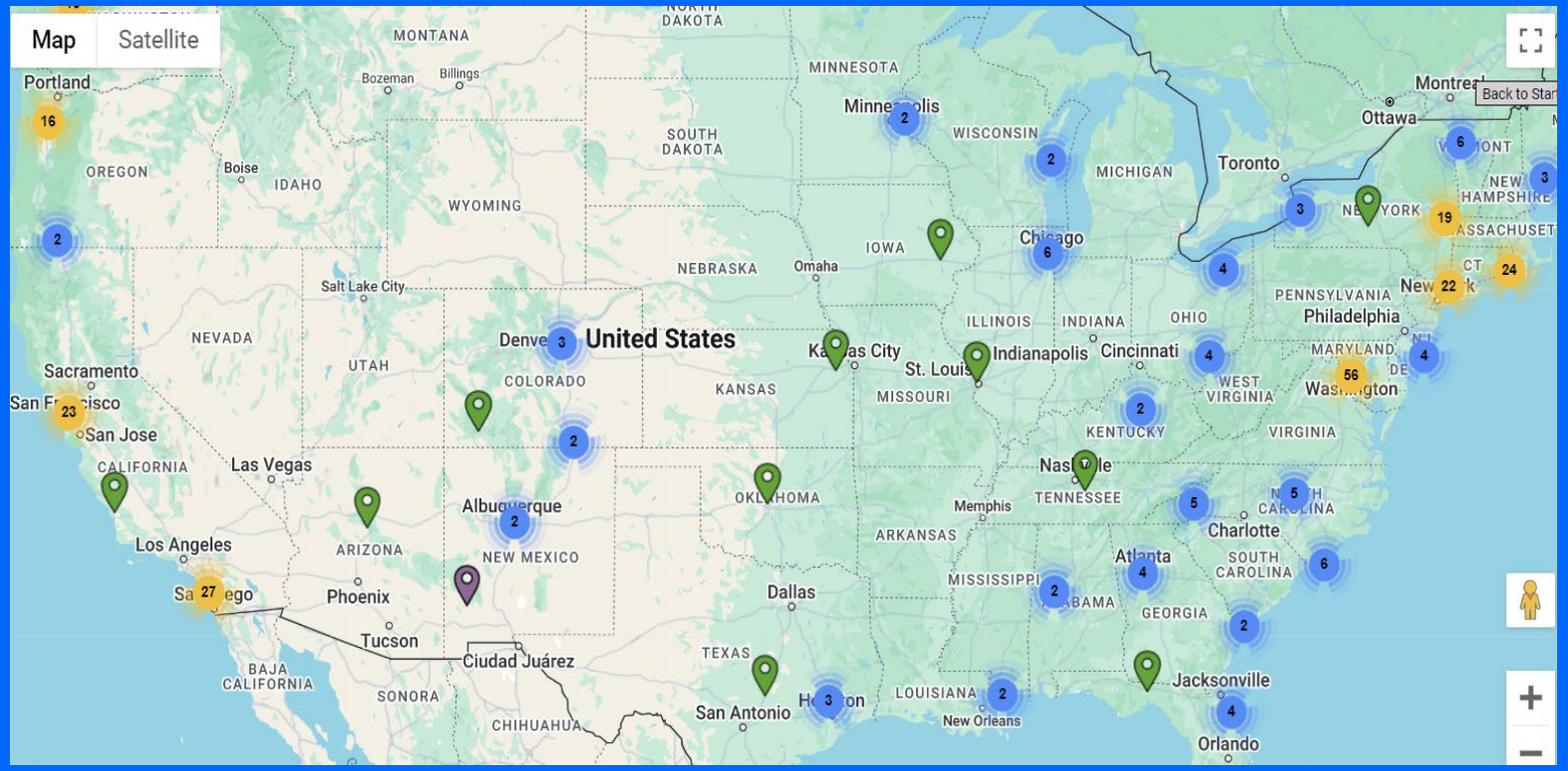
Comparison with other Villages





Location of Villages

1. Started in Beacon Hill Massachusetts in 2001
2. Two hundred currently throughout the US
3. Kentucky has two Villages: Berea & Paducah & Lexington
4. Louisville is currently starting a Village



Outcome of other Villages

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

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

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



Structure of a Village Model

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

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

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

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

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Questions we do not know:

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b. What services, other than our core services, should we provide?

c. What should the cost be per member, should it be a sliding scale?

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Feasibility study is needed

According to Market Feasibility Network (MFN), the cost of a feasibility study in Kentucky for our organization is approximately $150,000*.

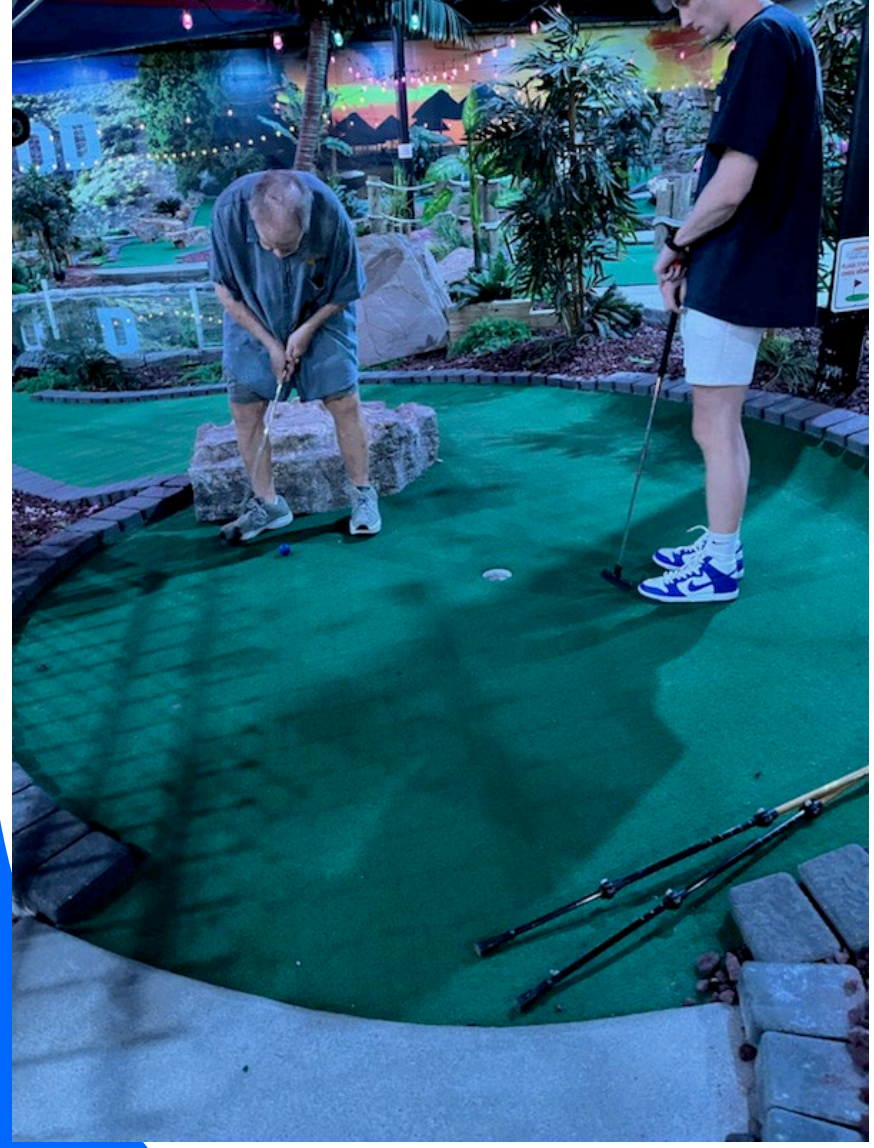
A Caring Place is asking for a minimum of $150,000 to contract with a skilled individual/or group to conduct a feasibility study.

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

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Final Takeaways





Summary

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

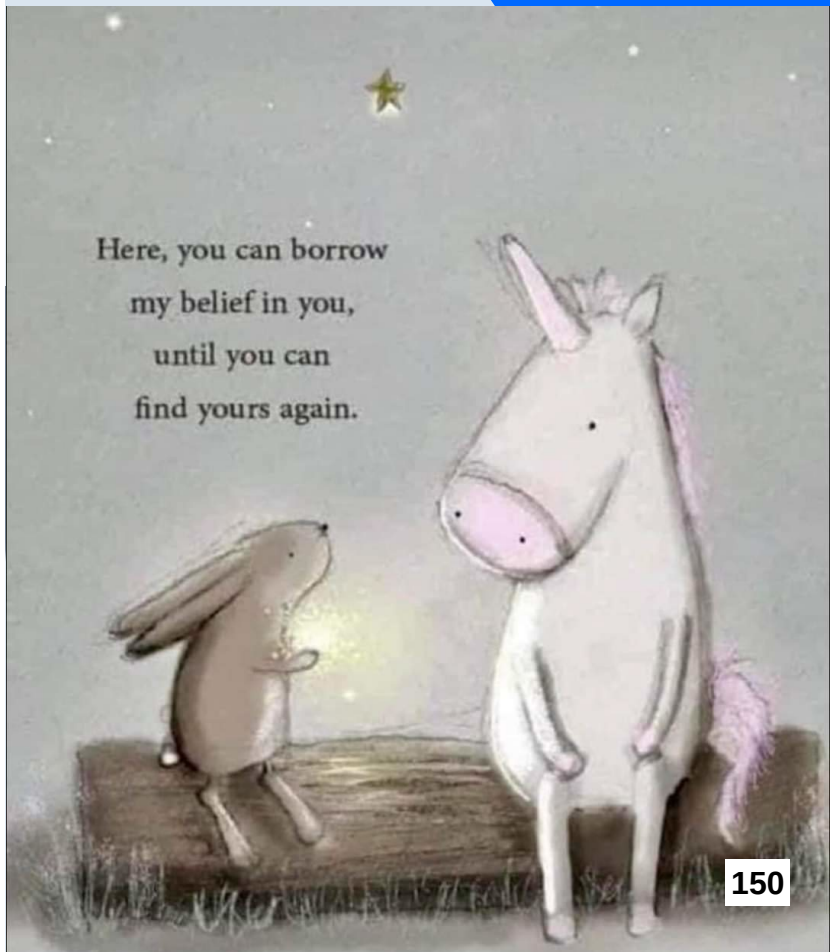
Thank you

Roxanne L Cheney

e: info@acaringplace.com

p: 859-368-2656

https://SupportACaringPlace.org



RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH A CARING PLACE, INC., TO CONDUCT A FEASIBILITY STUDY REGARDING THE MOST EFFECTIVE HUB STRUCTURE IN LEXINGTON, AT A COST NOT TO EXCEED $150,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with A Caring Place, Inc., to conduct a feasibility study regarding the most effective hub structure in Lexington.

Section 2 – That an amount, not to exceed the sum of $150,000.00, be and hereby is approved for payment to A Caring Place, Inc., from account #1101-606102-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0005-25:TAH:4933-8790-0685, v. 1

RESOLUTION NO. 011 - 2025

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PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0005-25:TAH:4933-8790-0685, v. 1

PURCHASE OF SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INSURANCE; INDEMNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Organization:

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

For Government:

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

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

DATE: 1/24/2025

ATTEST: Mackenzie Stack
Deputy Clerk of the Urban County Council

A CARING PLACE, INC.

BY: Roxanne Cheney
ROXANNE CHENEY, CHAIRPERSON

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

EXHIBIT "A"

Scope of Work

Business Concept – A Caring Place as a Villages Hub.

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

Scope of Work

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

Financial Feasibility –

- Create the budget for the Hub

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

A CARING PLACE VILLAGE

Incorporated 2019

501c3

Roxanne L Cheney MSN
Board Chair
A Caring Place

A Caring Place

VILLAGE to village network

Introduction



Mission-Vision-Values

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

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

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



What We Currently Offer

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

Who We Serve

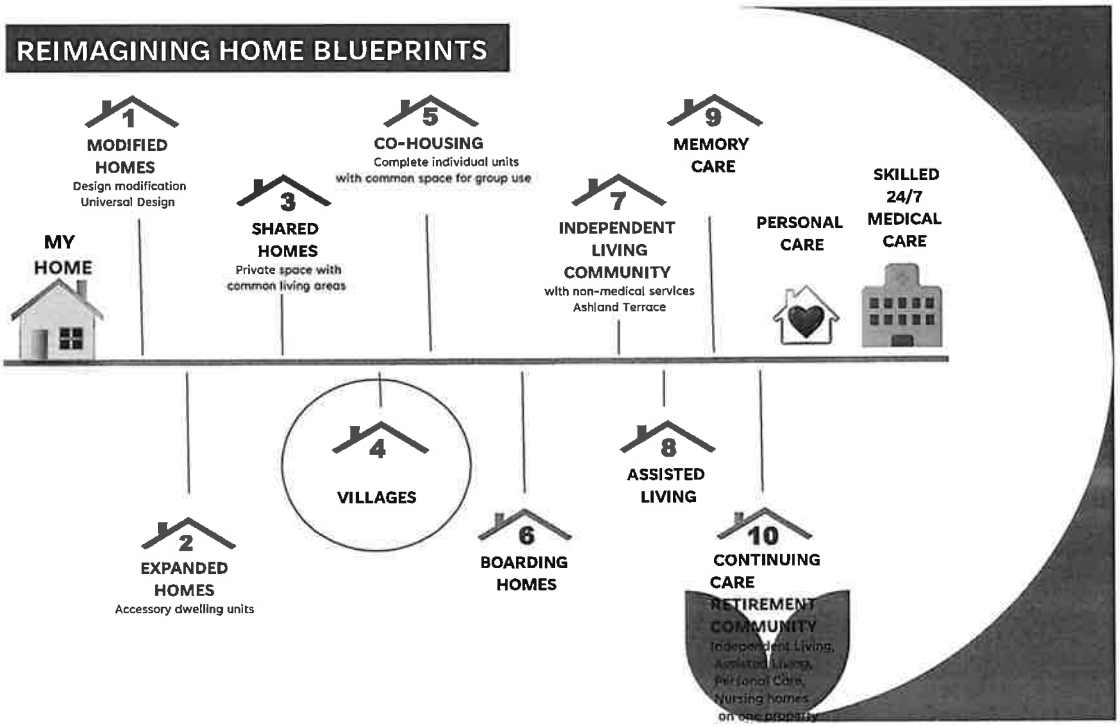
- Seniors (60+)
- Functionally disabled (Can this be people with disabilities?)
- Caregivers
- People who are Economically disadvantaged
- Individuals who are socially isolated or lonely

People

individuals



REIMAGINING HOME BLUEPRINTS



What is a Village

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

We Are A Village

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

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

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



Impact



What A Caring Place has accomplished

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

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

Testimonials

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

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

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

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

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

Survey of Stonewall Neighborhood

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

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



Comparison with other Villages





Location of Villages

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



Outcome of other Villages

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

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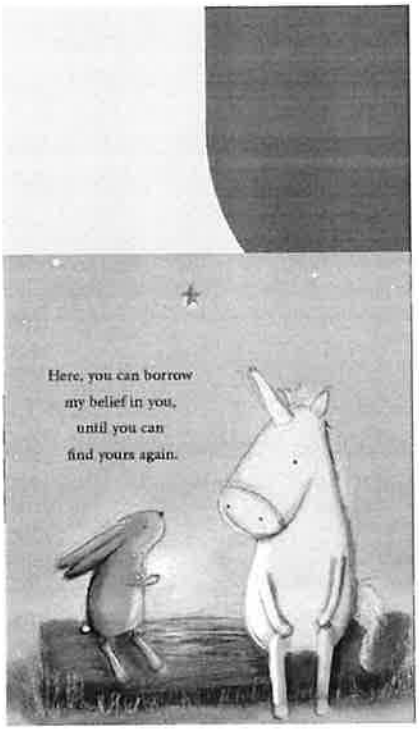


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Thank you

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



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

Resolution # 008-2025
Contract #001-2025

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

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

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

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

Notes:

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

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

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

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

RECURRING COSTS				
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL

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

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

Quote, including negotiated terms and conditions attached, accepted

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

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

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0006-25

File ID:	0006-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	005-25	**In Control:**	Urban County Council
				File Created:	12/19/2024
File Name:	Conscious Consulting RFP 52-2024 Domestic Violence Prevention Campaign			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Conscious Consulting LLC, pursuant to RFP #52-2024, for a city-wide domestic violence prevention campaign, at a cost not to exceed $80,000. [Dept. of Social Services, Allen-Bryant]

Notes: In office 1/21/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 1/23/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	0006-25 Bluesheet Memo Conscious Consulting RFP 52-2024, 0006-25 Conscious Consulting - DV Prevention Campaign RFP PSA, RESO 0006-25 Domestic Violence Prevention PSA 4922-9161-4477 v.1.docx, R-012-2025, Contract #005-2025	**Enactment Number:**	R-012-2025
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0006-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Conscious Consulting LLC, pursuant to RFP #52-2024, for a city-wide domestic violence prevention campaign, at a cost not to exceed

$80,000. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to accept the proposal from Conscious Consulting in response to RFP-52-2024 for a city-wide domestic violence prevention campaign not to exceed a cost of $80,000. For video and audio production materials to build on the existing city-wide domestic violence prevention “It’s Time” initiative. Funds are Budgeted. (L0006-25) (Theakston/Allen-Bryant)

Budgetary Implications: Yes
Advance Document Review:
Law: Tiffany Holskey
Risk Management: N/A
Fully Budgeted [select]: YES
Account Number:
1101-606106-6011-71299 $80,000

This Fiscal Year Impact: Not to exceed $80,000
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance: $95623.17

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: January 3, 2025

SUBJECT: Conscious Consulting RFP #52-2024 Domestic Violence Prevention Campaign

---

Request:

Request Council authorization to accept the proposal from Conscious Consulting in response to RFP-52-2024 for a city-wide domestic violence prevention campaign not to exceed a cost of $80,000.

Why Are You Requesting?

For video and audio production materials to build on the existing city-wide domestic violence prevention "It's Time" initiative, targeted specifically to Lexington, and will include local identity and leaders. The initiative educates residents about domestic violence and models conversations and actions to help prevent domestic violence in our community.

The term of the agreement is for twelve months, beginning in February 2025 and will be effective through February 2026. This Agreement may be terminated by either party with 30 days written notice.

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

$80,000 for FY25. No future costs expected.

Are the funds budgeted?

Yes, in 1101-606106-6011-71299.

File Number: 0006-25

Director/Commissioner: Stephanie Theakston / Kacy Allen-Bryant

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("the Agreement"), made and entered into on the _____ day of _____ 2025 (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (the "LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **CONSCIOUS CONSULTING LLC**, a Kentucky limited liability company (the "Organization"), whose address is 533 North Limestone Street, Lexington, Kentucky 40508.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on the Effective Date and shall be for an initial term of twelve (12) months, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for successive periods of twelve (12) months each.

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

a. Exhibit "A" – RFP No. 52-2024
b. Exhibit "B" – Organization's Response to RFP No. 52-2024
c. Exhibit "C" – Organization's Revised Deliverables

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

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

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Eighty Thousand Dollars and 00/100 Cents ($80,000.00) for the performance of the Services. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. The funds are limited to the services provided

herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG in accordance with Exhibit "A".

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that

Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY. The Risk Management Provisions of RFP No. 52-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

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

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

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

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

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

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

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a

confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

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

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

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

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

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

For Organization:

Conscious Consulting LLC
236 Jefferson Street, Suite 200
Lexington, KY 40508
Attn: Lillie Ruschell, Owner

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Attn: Kacy Allen-Bryant, Commissioner, Department of Social Services

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

CONSCIOUS CONSULTING LLC

BY:_____
LILLIE RUSCHELL, OWNER

ATTEST:
_____ [sign name]
WITNESS:_____ [print name]
DATE:_____

LIST OF EXHIBITS TO BE ATTACHED TO THIS AGREEMENT

EXHIBIT "A"

RFP No. 52-2024

EXHIBIT "B"

Organization's Response to RFP No. 52-2024

EXHIBIT "C"

Organization's Revised Deliverables

4921-5495-8856, v. 1

EXHIBIT A

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #52-2024 Domestic Violence Prevention Campaign** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

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

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

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

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

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

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

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

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

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

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature

Oct. 14, 2024

Date

SELECTION CRITERIA:

1. Completeness and professionalism of the written proposal. (15 points)
2. The production mix (number and diversity of marketing materials) proposed for the given budget. (15 points)
3. The media distribution mix proposed for the given budget. (15 points)
4. The creativity and effectiveness of the firm based on samples provided. (15 points)
5. Specialized experience and technical competence of the firm (including an individual, a joint venture or association) with the type of service required. (15 points)
6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)
7. Familiarity with the details of the project. (10 points)
8. Degree of local employment. (5 points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, Lillie Ruschell, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Lillie Ruschell and he/she is the individual submitting the proposal or is the authorized representative of Conscious Consulting, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Lillie Ruschell, Conscious Consulting

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lillie Ruschell on this the 14 day of October, 2024

My Commission expires: 12/9/2024

Maya Schiff KYNP19722
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

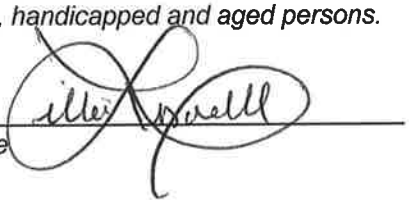
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Conscious Consulting

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Conscious Consulting

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators			✓														1
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: Lillie Ruschell **Date:** 10 / 14 / 2024

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Conscious Consulting

Complete Address: 236 Jefferson st. # 200 Lexington, KY 40508
Street City Zip

Contact Name: Lillie Ruschell Title: Owner

Telephone Number: 859.533.6606 Fax Number: _____

Email address: lillie@lexbeconscious.com

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Lillie Ruschell
Project Name: It's Time Lexington
Contact Name: Lillie Ruschell
Email: lillie@lexbrainstorm.com

Date: 10/14/2024
Project Number: #52-2024
Telephone: 859-533-4606

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☑ (not yet 🙂)

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text. N/A

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs: N/A

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Conscious Consulting LLC
Company

10/14/2024
Date

Lillie Ruschell
Company Representative

Owner
Title

4870-1925-6809, v. 1

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Conscious Consulting llc
Company

Lillie Ruschell
Company Representative

10/14/2024
Date

Owner
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Conscious Consulting llc
Company

Lillie Ruschell
Company Representative

10/14/2024
Date

Owner
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

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

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

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

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

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Conscious Consulting LLC
Company

Lillie Ruschell
Company Representative

10/14/2024
Date

Owner
Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

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

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

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

Conscious Consulting llc
Company

Lillie Ruschell
Company Representative

10/14/2024
Date

Owner
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

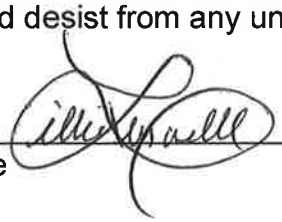
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature 

10/14/2024
Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Introduction and Purpose of Solicitation

The Lexington-Fayette Urban County Government (LFUCG) Department of Social Services is soliciting competitive proposals from qualified professionals with video and audio production experience to produce materials for a city-wide domestic violence prevention project. The selected contractor will work with the LFUCG Department of Social Services and the Domestic and Sexual Violence Prevention Coalition (DSVPC) to build on the existing "It's Time" initiative. The initiative is targeted specifically to Lexington and should include local identity and leaders as much as possible. The purpose is to educate community members about domestic violence and model conversations and actions individuals and groups can take to help prevent domestic violence in their communities.

Background

In 2022, Lexington saw a significant increase in homicides related to domestic violence, comprising 30% of the total number of homicides city-wide and tripling in number from previous years. The number of non-fatal domestic violence episodes also continues to rise and puts the community at risk. In response to this increase, Mayor Gorton asked DSVPC to create a community-wide domestic violence prevention campaign. Through the work of DSVPC, this campaign has become part of a larger initiative. The existing work for the It's Time initiative includes:

- Involvement of numerous local leaders lending their voice, image, and credibility to promote domestic violence as a community problem that requires a community solution.
- Attendance at community events and fairs to reach and engage more residents.
- Creation of a guide to explain how local businesses can support survivors in the workplace.
- Production of several short videos calling attention to specific issues in regards to prevention.
- Production of two podcast series engaging and educating audiences about how they can support survivors in their communities.
- Establishment of funding campaign to provide agencies with resources to directly assist survivors with situations related to safety.
- Promotion through media spots, print material, community campaigns, and a new web site.

Audience

The target audience is the general public within Lexington.

Project Goals and Objectives

The primary goals and objectives of It's Time are to:

1. Educate community members about the dynamics and prevalence of domestic violence in Lexington. (Know about it)
2. Model ways to have conversations about domestic violence with friends, family, co-workers, and others in the community. (Talk about it)
3. Encourage individuals and groups to take action to help prevent domestic violence. (Do something about it)

Scope of Work

The selected contractor shall perform the following tasks:

1. Project Management
    a. The selected contractor shall ensure completion of the project on schedule and within budget. A Program Manager from the city will be identified and will serve as the single point of contact for all aspects of the contract.
    b. The total budget for this phase of the initiative is $80,000. The bidder shall propose how the budget may be allocated to various products to achieve the greatest level of effectiveness.
    c. The bidder shall provide a proposed timeline for the development and distribution of materials with specifics about medium used and distribution outlets.
    d. The bidder shall not bill LFUCG for any time spent on ideas or projects that haven't been expressly approved in advance by the Program Manager.
2. Message Development
    a. The Program Manager will set priorities, message, and target audience. The contractor may make suggestions based on priorities. Final messaging approval will be left to the Program Manager.
    b. The Department of Social Services reserves the right to make the final decision regarding the message topics, the creative concepts selected for production, the mix of marketing materials produced and the distribution mix.
3. Deliverables:
    a. The project should incorporate an integrated approach driven by the initiative's goals and objectives for target audiences and key messages. This should include at least two short videos for web and may include audio/podcasts and in-person

events. The bidder shall propose the number and type of additional materials produced.

b. Deliverables should include includes images, videos, and other materials related to the messages developed that the Department of Social Services can independently modify and distribute. The Department of Social Services will specify the format(s).
c. All created content will be owned by LFUCG.

4. Mass Marketing Plan Development
    a. The contractor shall be responsible for the promotion of the products on television and at events. The contractor may assist with social media, but mass promotion on social media will be handled outside of this contract. Any distributed materials shall first be approved by the Program Manager.
    b. The plan shall include proposed media outlets and budget amounts devoted to each. This may include radio, television, and other media outlets.
    c. The plan should include the use of existing communications capabilities within the Lexington Fayette Urban County Government.
    d. The plan shall incorporate the use of the city logo that shall be provided by the Department of Social Services. They city fonts shall be the default fonts unless the contractor proposes alternate fonts with justification to the city's single point of contact and received subsequent approval.

Participant Guidelines and Targets

1. Project materials will focus mainly on people who work with children and how they can support children who have experienced domestic violence. Other target audiences will be discussed and decided upon by the Program Manager.
2. All project material must include leaders from the Lexington community. All participating leaders shall be agreed upon in advance in partnership withthe Domestic and Sexual Violence Prevention Coalition.
3. As a whole, project materials should demonstrate the diversity of Lexington residents including diversity of gender, race, culture, sexual orientation, language, age, and ability.
4. The project should have aspects targeted to diverse sectors within Lexington, including local businesses, healthcare, education, faith communities, etc.

Invoicing and Reporting

1. The contractor shall invoice the Department of Social Services for their services quarterly, unless another agreement is reached.
2. The invoice must specify costs related to each of the following:
    a. Production-number of hours, hourly rate

b. Account management (planning meetings, target analysis, ad placement, monitoring/evaluation, quarterly summaries, etc.)-number of hours, hourly rate
c. Media buy broken down by amount spent on specific outlets

3. **The contractor shall provide a report within 30 days after each invoicing**. The report shall include both printed and digital copies of :
    a. Final versions of all ads run that the quarter
    b. Details on media buy with each and impression numbers, as appropriate for the outlets used

Terms

1. The Scope of Work proposed above is intended to be a general outline and not an all-inclusive description of each element to be completed. The Department of Social Services or the contractor may suggest additions or deletions to the scope to enhance the project outcomes and fulfill project goals. The Department of Social Services must agree to any contractor-suggested changes through written permission (email or letter) from the city's single point of contact.
2. This contract may be canceled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed termination. Written notice to LFUCG should be sent to the Division of Purchasing.
3. The Department of Social Services reserves the right to reject any or all of the bids for failure to provide complete information related to all proposal requirements.
4. The Department of Social Services reserves the right to award or reject any portions of the bid.
5. The Department of Social Services intends to award a (12) month contract based on funding availability and mutual agreement by both parties. It is anticipated that the term of this agreement will be effective through December 2023.

Selection Criteria

1. Completeness and professionalism of the written proposal. (15 points)

2. The production mix (number and diversity of marketing materials) proposed for the given budget. (15 points)

3. The media distribution mix proposed for the given budget. (15 points)

4. The creativity and effectiveness of the firm based on samples provided. (15 points)

5. Specialized experience and technical competence of the firm (including an individual, a joint venture or association) with the type of service required. (15 points)

6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)

7. Familiarity with the details of the project. (10 points)

8. Degree of local employment. (5 points)

Exhibit B

RFP Response

#52-2024 - IT'S TIME LEXINGTON

Lillie Ruschell, Founder & CEO
Conscious Consulting LLC
October 15, 2024

Conscious Consulting

Connect. Innovate. Create.

INTRODUCTION

Conscious Consulting is honored to submit this proposal for It's Time Lexington's next phase of content with a focus on addressing the impact of domestic violence on children. This phase of the initiative will blend multimedia content creation with targeted community engagement to raise awareness and drive actionable solutions. Lillie Ruschell, the owner of **Conscious Consulting**, has extensive experience creating domestic violence prevention content and engagement strategies through her work with It's Time, making the company uniquely qualified to continue supporting the Lexington-Fayette Urban County Government and the Domestic and Sexual Violence Prevention Coalition in this critical work.

(Work samples are provided in hyperlinks throughout this response)

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OUR MISSION

We are dedicated to elevating our community through tailored awareness initiatives. Our team is committed to helping individuals, non-profits, small businesses, and government agencies make a positive impact and engage effectively with the community.

OVERVIEW OF IT'S TIME PHASE 4: *HOW CHILDREN ARE IMPACTED BY VIOLENCE IN THE HOME*

This phase aims to shine a light on how domestic violence impacts children, focusing on early intervention, education, and community involvement. We will create a multi-faceted campaign that leverages video, podcasts, PSAs, and in-person events to ensure maximum outreach and engagement with the Lexington community.

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PROPOSED CAMPAIGN COMPONENTS:

1. Podcast Episodes
A series of podcast episodes discussing childhood impact in depth, featuring experts in childhood development, psychology, and social work. These episodes will provide practical advice for parents, teachers, and caregivers to recognize the signs of trauma in children and how to intervene.

2. Public Service Announcements (PSAs):
Short, impactful PSAs designed to highlight the immediate effects of domestic violence on children. These PSAs will run on local television, radio, and social media platforms, each ending with a clear call to action, urging the community to support prevention efforts and get involved.

3. Community Engagement Events:
Attending local tabling events to foster direct community interaction. These events will focus on educating the public about the impact on children, offering resources, and encouraging community involvement in prevention efforts.

4. Continued Promotion of the Good Guy Guide:
Press appearances, community engagement, and partnerships to keep Lexington men engaged in the conversation around accountability, responsibility, and violence prevention

“An ounce of prevention is worth a pound of cure”

-Benjamin Franklin

Budget Overview

1. Video Production, Promotion & Distribution – $46,000
   - Filming, editing, and distributing a four part content series.
   - Includes interview costs, travel, equipment, and professional post-production work.
   - Distribution on platforms like YouTube, Vimeo, and local broadcast channels.
   - Continued community engagement for the Good Guy Guide
   - 25k to production costs, 15k to Good guy Guide, 5k to ad buys

2. Public Service Announcements (PSAs) – $19,500
   - Creation of 2 impactful 60 second PSAs across local television, radio, and digital platforms.
   - Professional scriptwriting, voiceovers, and videography services.

3. Community Events & Engagement – $4,500
   - Costs for organizing and attending 2 events.
   - Guest speaker fees and promotional materials.
   - Public outreach efforts through partnerships with local organizations.

4. Project Management & Administration – $11,000
   - Project coordination, timeline management, and client communication.

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EXPERIENCE AND EXPERTISE

Lillie Ruschell, the owner of **Conscious Consulting** has been an integral part of The It's Time initiative from it's inception. This long-standing relationship reflects the company's deep commitment to addressing domestic violence in the Lexington community. Ruschell has successfully produced multimedia content that engages the community in domestic violence prevention and provided platforms for meaningful dialogue on these issues. She has built and will continue to maintain and strengthen community relationships and partnerships with **Conscious Consulting**. This phase of the It's Time initiative will ensure more impactful, community-focused results with increased engagement, city-wide.



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DIVERSITY AND INCLUSION

At **Conscious Consulting**, we believe that diversity, equity, and inclusion are essential for creativity, innovation, and lasting change. We are committed to cultivating an environment where individuals from all backgrounds, identities, and lived experiences are empowered to thrive.

Through our work, we seek to actively dismantle barriers that limit access to opportunity. We engage in intentional practices to attract, develop, and retain talented individuals from historically underrepresented communities.

Conscious Consulting strives to ensure that our clients, partners, and collaborators reflect the richness of our shared world, creating solutions that are not only impactful but representative of the communities we serve.

Our approach emphasizes equitable hiring, fair compensation, and fostering an inclusive workplace where everyone feels valued and respected. We are dedicated to continuous growth, recognizing that raising collective vibration begins with fostering spaces where each individual is empowered to be their authentic self. Together, we believe that through inclusion, we create innovation—and by working with intention, we uplift and inspire meaningful change for all.

Conscious Consulting

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STATEMENT ON AFFIRMATIVE ACTION

Conscious Consulting does not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the hiring, retention, or promotion of employees; nor in determining their rank, or the compensation or fringe benefits paid them.

Conscious Consulting practices equal treatment of clients. We do not discriminate based on race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to our employees, clients, or guests.

CONCLUSION

Conscious Consulting is well-equipped to deliver a high-impact, comprehensive domestic violence prevention efforts for It's Time Lexington. By focusing on the prevention of violence in the home, we will not only raise awareness but also empower the Lexington community to take meaningful action. We look forward bringing our team's experience to our work with the Lexington-Fayette Urban County Government as we make a lasting difference in the lives of those affected by domestic violence.

Thank You!

IT'S TIME TO GET TO WORK

Conscious Consulting
Lillie Ruschell, Owner
236 Jefferson Street, Suite 200
lillie@lexbeconscious.com
859-533-6606

Conscious Consulting

Connect. Innovate. Create.

Exhibit C

Revised Deliverables

NOVEMBER 2024

THE IT'S TIME INITIATIVE

PRESENTED TO

STEPHANIE THEAKSTON

PRESENTED BY

CONSCIOUS CONSULTING

Conscious Consulting

Connect. Innovate. Create.

REVISED BUDGET

with corresponding deliverables

Item	Value	Percentage
Vignette Profiles **6** short, impactful profiles of service providers and survivors of childhood violence.	$12,000	15%
Public Service **2** Announcements (PSAs) for social, broadcasting and web	$20,000	25%
Additional Help including consulting, continued promotion of previously recorded videos and series, public event planning, community engagement efforts, relationship building, coalition assistance and administrative fees, additional details on the following page.	$48,000	60%
TOTAL	**$80,000**	**100%**

These revised deliverables have been discussed and amended from the original proposal. Please see original proposal for cost analysis of production services. A detailed production process breakdown on the following page

The city will be billed based on work completed to the point of billing on the first of each month.

PRODUCTION BREAKDOWN

Item	Description
Vignettes	Shot over two days to be determined by client and Conscious Consulting. The price Includes pre-production, scheduling, equipment costs, labor and post production. $4,000 for two days of shooting $5,000 In pre/post production costs $3,000 In labor and equipment costs
PSAs	Video to illustrate complex issues clearly and for impact. Shot over multiple days to be determined by client and Conscious Consulting. The price Includes pre-production, scheduling, equipment costs, labor and post production. $6,000 for two days of shooting $8,000 In pre/post production costs $6,000 In labor and equipment costs
Additional help	Media coaching session for Melissa and Stephanie SWOT Analysis Outside media opportunities including news shows and guest spots on other podcasts Promotion of new content Recruitment of “street team” for Melissa (people to help with tabling and promotion at events)

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH CONSCIOUS CONSULTING LLC, PURSUANT TO RFP #52-2024, FOR A CITY-WIDE DOMESTIC VIOLENCE PREVENTION CAMPAIGN, AT A COST NOT TO EXCEED $80,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), a draft of which is attached hereto and incorporated herein by reference, with Conscious Consulting LLC, pursuant to RFP #52-2024, for a city-wide domestic violence prevention campaign.

Section 2 – That an amount, not to exceed the sum of $80,000.00, be and hereby is approved for payment to Conscious Consulting LLC, from account #1101-606106-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0006-25:TAH:4922-9161-4477, v. 1

RESOLUTION NO. 012 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH CONSCIOUS CONSULTING LLC, PURSUANT TO RFP #52-2024, FOR A CITY-WIDE DOMESTIC VIOLENCE PREVENTION CAMPAIGN, AT A COST NOT TO EXCEED $80,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), a draft of which is attached hereto and incorporated herein by reference, with Conscious Consulting LLC, pursuant to RFP #52-2024, for a city-wide domestic violence prevention campaign.

Section 2 – That an amount, not to exceed the sum of $80,000.00, be and hereby is approved for payment to Conscious Consulting LLC, from account #1101-606106-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0006-25:TAH:4922-9161-4477, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("the Agreement"), made and entered into on the 24 day of January 2025 (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (the "LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **CONSCIOUS CONSULTING LLC**, a Kentucky limited liability company (the "Organization"), whose address is 533 North Limestone Street, Lexington, Kentucky 40508.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on the Effective Date and shall be for an initial term of twelve (12) months, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for successive periods of twelve (12) months each.

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

a. Exhibit "A" – RFP No. 52-2024
b. Exhibit "B" – Organization's Response to RFP No. 52-2024
c. Exhibit "C" – Organization's Revised Deliverables

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

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

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Eighty Thousand Dollars and 00/100 Cents ($80,000.00) for the performance of the Services. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. The funds are limited to the services provided

herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG in accordance with Exhibit "A".

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that

Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY. The Risk Management Provisions of RFP No. 52-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

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

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

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

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

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

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

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a

confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

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

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

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

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

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

For Organization:

Conscious Consulting LLC
236 Jefferson Street, Suite 200
Lexington, KY 40508
Attn: Lillie Ruschell, Owner

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Attn: Kacy Allen-Bryant, Commissioner, Department of Social Services

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST: MacKenzie Buck
Clerk of the Urban County Council
Deputy

CONSCIOUS CONSULTING LLC

BY: Lillie Ruschell
LILLIE RUSCHELL, OWNER

ATTEST:
[sign name]
WITNESS: Brandon Stone [print name]
DATE: 1-15-25

LIST OF EXHIBITS TO BE ATTACHED TO THIS AGREEMENT

EXHIBIT "A"

RFP No. 52-2024

EXHIBIT "B"

Organization's Response to RFP No. 52-2024

EXHIBIT "C"

Organization's Revised Deliverables

4921-5495-8856, v. 1

EXHIBIT A

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #52-2024 Domestic Violence Prevention Campaign** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

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

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

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

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

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

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

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

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

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

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

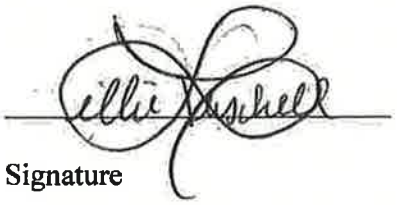
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature

Oct. 14, 2024

Date

SELECTION CRITERIA:

1. Completeness and professionalism of the written proposal. (15 points)
2. The production mix (number and diversity of marketing materials) proposed for the given budget. (15 points)
3. The media distribution mix proposed for the given budget. (15 points)
4. The creativity and effectiveness of the firm based on samples provided. (15 points)
5. Specialized experience and technical competence of the firm (including an individual, a joint venture or association) with the type of service required. (15 points)
6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)
7. Familiarity with the details of the project. (10 points)
8. Degree of local employment. (5 points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, Lillie Ruschell, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Lillie Ruschell and he/she is the individual submitting the proposal or is the authorized representative of Conscious Consulting, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Lillie Ruschell, Conscious Consulting

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lillie Ruschell on this the 14 day of October, 2024

My Commission expires: 12/9/2024

Maya Schell KYNP19722
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Conscious Consulting
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Conscious Consulting

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			✓														1
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: Lillie Ruschell **Date:** 10 / 14 / 2024

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE)..

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Conscious Consulting

Complete Address: 236 Jefferson St. # 200 Lexington, KY 40508
Street City Zip

Contact Name: Lillie Ruschell Title: Owner

Telephone Number: 859.533.6606 Fax Number: _____

Email address: lillie@lexbeconscious.com

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Lillie Ruschell	**Date:**	10/14/2024
Project Name:	It's Time Lexington	**Project Number:**	#52-2024
Contact Name:	Lillie Ruschell	**Telephone:**	859-533-6606
Email:	lillie@lexbeonscious.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☑ (not yet 😊)

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text. N/A

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs: N/A

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Conscious Consulting LLC
Company

10/14/2024
Date

Lillie Ruschell
Company Representative

Owner
Title

4870-1925-6809, v. 1

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Conscious Consulting llc
Company

Lillie Ruschell
Company Representative

10/14/2024
Date

Owner
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Consciously Consulting, llc
Company

Lillie Ruschell
Company Representative

10/14/2024
Date

Owner
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

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

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

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

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

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Conscious Consulting LLC
Company

Lillie Russell
Company Representative

10/14/2024
Date

Owner
Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

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

N/A

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

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

Conscious Consulting llc
Company

Lillie Ruschell
Company Representative

10/14/2024
Date

Owner
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature _____ Date 10/14/2024

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Introduction and Purpose of Solicitation

The Lexington-Fayette Urban County Government (LFUCG) Department of Social Services is soliciting competitive proposals from qualified professionals with video and audio production experience to produce materials for a city-wide domestic violence prevention project. The selected contractor will work with the LFUCG Department of Social Services and the Domestic and Sexual Violence Prevention Coalition (DSVPC) to build on the existing "It's Time" initiative. The initiative is targeted specifically to Lexington and should include local identity and leaders as much as possible. The purpose is to educate community members about domestic violence and model conversations and actions individuals and groups can take to help prevent domestic violence in their communities.

Background

In 2022, Lexington saw a significant increase in homicides related to domestic violence, comprising 30% of the total number of homicides city-wide and tripling in number from previous years. The number of non-fatal domestic violence episodes also continues to rise and puts the community at risk. In response to this increase, Mayor Gorton asked DSVPC to create a community-wide domestic violence prevention campaign. Through the work of DSVPC, this campaign has become part of a larger initiative. The existing work for the It's Time initiative includes:

- Involvement of numerous local leaders lending their voice, image, and credibility to promote domestic violence as a community problem that requires a community solution.
- Attendance at community events and fairs to reach and engage more residents.
- Creation of a guide to explain how local businesses can support survivors in the workplace.
- Production of several short videos calling attention to specific issues in regards to prevention.
- Production of two podcast series engaging and educating audiences about how they can support survivors in their communities.
- Establishment of funding campaign to provide agencies with resources to directly assist survivors with situations related to safety.
- Promotion through media spots, print material, community campaigns, and a new web site.

Audience

The target audience is the general public within Lexington.

Project Goals and Objectives

The primary goals and objectives of It's Time are to:

1. Educate community members about the dynamics and prevalence of domestic violence in Lexington. (Know about it)
2. Model ways to have conversations about domestic violence with friends, family, co-workers, and others in the community. (Talk about it)
3. Encourage individuals and groups to take action to help prevent domestic violence. (Do something about it)

Scope of Work

The selected contractor shall perform the following tasks:

1. Project Management
    a. The selected contractor shall ensure completion of the project on schedule and within budget. A Program Manager from the city will be identified and will serve as the single point of contact for all aspects of the contract.
    b. The total budget for this phase of the initiative is $80,000. The bidder shall propose how the budget may be allocated to various products to achieve the greatest level of effectiveness.
    c. The bidder shall provide a proposed timeline for the development and distribution of materials with specifics about medium used and distribution outlets.
    d. The bidder shall not bill LFUCG for any time spent on ideas or projects that haven't been expressly approved in advance by the Program Manager.
2. Message Development
    a. The Program Manager will set priorities, message, and target audience. The contractor may make suggestions based on priorities. Final messaging approval will be left to the Program Manager.
    b. The Department of Social Services reserves the right to make the final decision regarding the message topics, the creative concepts selected for production, the mix of marketing materials produced and the distribution mix.
3. Deliverables:
    a. The project should incorporate an integrated approach driven by the initiative's goals and objectives for target audiences and key messages. This should include at least two short videos for web and may include audio/podcasts and in-person

events. The bidder shall propose the number and type of additional materials produced.

b. Deliverables should include includes images, videos, and other materials related to the messages developed that the Department of Social Services can independently modify and distribute. The Department of Social Services will specify the format(s).
c. All created content will be owned by LFUCG.

4. Mass Marketing Plan Development
    a. The contractor shall be responsible for the promotion of the products on television and at events. The contractor may assist with social media, but mass promotion on social media will be handled outside of this contract. Any distributed materials shall first be approved by the Program Manager.
    b. The plan shall include proposed media outlets and budget amounts devoted to each. This may include radio, television, and other media outlets.
    c. The plan should include the use of existing communications capabilities within the Lexington Fayette Urban County Government.
    d. The plan shall incorporate the use of the city logo that shall be provided by the Department of Social Services. They city fonts shall be the default fonts unless the contractor proposes alternate fonts with justification to the city's single point of contact and received subsequent approval.

Participant Guidelines and Targets

1. Project materials will focus mainly on people who work with children and how they can support children who have experienced domestic violence. Other target audiences will be discussed and decided upon by the Program Manager.
2. All project material must include leaders from the Lexington community. All participating leaders shall be agreed upon in advance in partnership withthe Domestic and Sexual Violence Prevention Coalition.
3. As a whole, project materials should demonstrate the diversity of Lexington residents including diversity of gender, race, culture, sexual orientation, language, age, and ability.
4. The project should have aspects targeted to diverse sectors within Lexington, including local businesses, healthcare, education, faith communities, etc.

Invoicing and Reporting

1. The contractor shall invoice the Department of Social Services for their services quarterly, unless another agreement is reached.
2. The invoice must specify costs related to each of the following:
    a. Production-number of hours, hourly rate

b. Account management (planning meetings, target analysis, ad placement, monitoring/evaluation, quarterly summaries, etc.)-number of hours, hourly rate
c. Media buy broken down by amount spent on specific outlets

3. **The contractor shall provide a report within 30 days after each invoicing.** The report shall include both printed and digital copies of :
    a. Final versions of all ads run that the quarter
    b. Details on media buy with each and impression numbers, as appropriate for the outlets used

Terms

1. The Scope of Work proposed above is intended to be a general outline and not an all-inclusive description of each element to be completed. The Department of Social Services or the contractor may suggest additions or deletions to the scope to enhance the project outcomes and fulfill project goals. The Department of Social Services must agree to any contractor-suggested changes through written permission (email or letter) from the city's single point of contact.
2. This contract may be canceled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed termination. Written notice to LFUCG should be sent to the Division of Purchasing.
3. The Department of Social Services reserves the right to reject any or all of the bids for failure to provide complete information related to all proposal requirements.
4. The Department of Social Services reserves the right to award or reject any portions of the bid.
5. The Department of Social Services intends to award a (12) month contract based on funding availability and mutual agreement by both parties. It is anticipated that the term of this agreement will be effective through December 2023.

Selection Criteria

1. Completeness and professionalism of the written proposal. (15 points)

2. The production mix (number and diversity of marketing materials) proposed for the given budget. (15 points)

3. The media distribution mix proposed for the given budget. (15 points)

4. The creativity and effectiveness of the firm based on samples provided. (15 points)

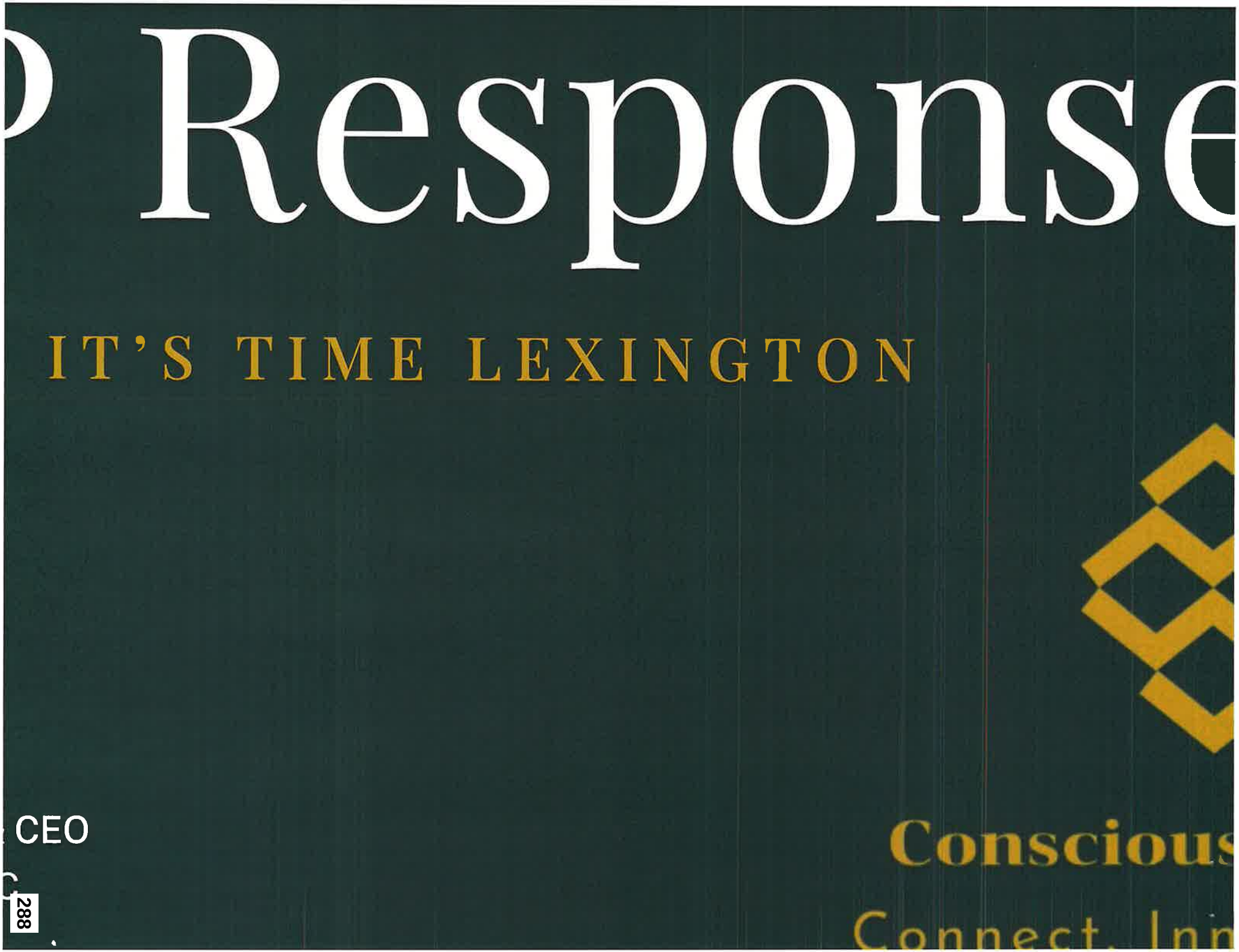
5. Specialized experience and technical competence of the firm (including an individual, a joint venture or association) with the type of service required. (15 points)

6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)

7. Familiarity with the details of the project. (10 points)

8. Degree of local employment. (5 points)

Exhibit B


Response
IT'S TIME LEXINGTON
CEO
Conscious
Connect. Inn
288

ulting is honored to submit this proposal
ington's next phase of content with a focus
.e impact of domestic violence on children.
e initiative will blend multimedia content
geted community engagement to raise
rive actionable solutions. Lillie Ruschell,
nscious Consulting, has extensive
ing domestic violence prevention content
strategies through her work with It's Time,
pany uniquely qualified to continue
exington-Fayette Urban County
the Domestic and Sexual Violence

edicated to elevating our com

ailored awareness initiatives

ommitted to helping individu

its, small businesses, and

ent agencies make a positive

ge effectively with the comm

to shine a light on how
e impacts children,
intervention, education,
involvement. We will
ceted campaign that
podcasts, PSAs, and in-
ensure maximum
gagement with the
unity.



Conscious C

Connect. Innov

2. Public Service Announcements (PSAs):
Short, impactful PSAs designed to highlight the immediate effects of domestic violence on children. These PSAs will run on local television, radio, and social media platforms, each ending with a clear call to action, urging the community to support prevention efforts and get involved.

3. Community Engagement Events:
Attending local tabling events to foster direct community interaction. These events will focus on educating the public about the impact on children, offering resources, and encouraging community involvement in prevention efforts.

ion & Distribution – $46,000
ributing a four part content series.
travel, equipment, and professional post-production work.
s like YouTube, Vimeo, and local broadcast channels.
ngagement for the Good Guy Guide
5k to Good guy Guide, 5k to ad buys

nents (PSAs) – $19,500
o second PSAs across local television, radio,

g, voiceovers, and videography services.

gagement – $4,500
attending 2 events.
romotional materials.
rough partnerships with local organizations.



Consciou

Connect. In

owner of **Conscious Consulting**
al part of The It's Time initiative
. This long-standing relationship
ny's deep commitment to
ic violence in the Lexington
ell has successfully produced
t that engages the community in
prevention and provided
ningful dialogue on these issues.
will continue to maintain and
nity relationships and
Conscious Consulting. This
e initiative will ensure more



Conscious
Connect. Innc

, we believe that diversity, equity, and inclusion are
novation, and lasting change. We are committed to
ıt where individuals from all backgrounds, identities,
empowered to thrive.

ek to actively dismantle barriers that limit access to
ı intentional practices to attract, develop, and retain
historically underrepresented communities.

ives to ensure that our clients, partners, and
ichness of our shared world, creating solutions that
t representative of the communities we serve.

s equitable hiring, fair compensation, and fostering
ıere everyone feels valued and respected. We are
rowth, recognizing that raising collective vibration
ces where each individual is empowered to be their
e believe that through inclusion, we create



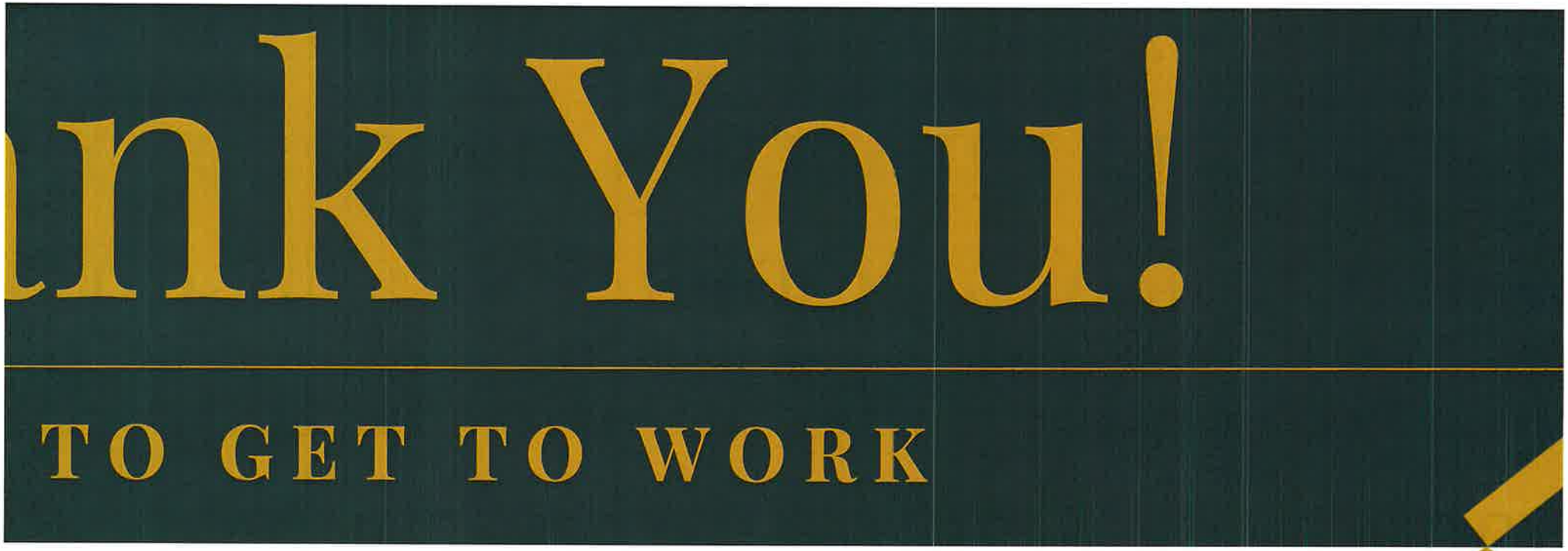
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Connect. In

Consulting does not discriminate on
race, color, religion, sex, age, disabi
gin in the hiring, retention, or prom
nor in determining their rank, or th
on or fringe benefits paid them.

Consulting practices equal treatmen
do not discriminate based on race, c
, marital status, disability, age or na
vices or accommodations offered o

Consulting is well-equipped to deli
nprehensive domestic violence prev
t's Time Lexington. By focusing on t
of violence in the home, we will not
but also empower the Lexington cor
ngful action. We look forward bringi
rience to our work with the Lexingt
nty Government as we make a lastin
the lives of those affected by dom



uite 200

Consciou

298

Exhibit C

Revised Deliverables

NOVEMBER 2024

THE IT'S TIME INITIATIVE

PRESENTED TO

STEPHANIE THEAKSTON

PRESENTED BY

CONSCIOUS CONSULTING

Conscious Consulting

Connect. Innovate. Create.

REVISED BUDGET

with corresponding deliverables

Item	Value	Percentage
Vignette Profiles **6** short, impactful profiles of service providers and survivors of childhood violence.	$12,000	15%
Public Service **2** Announcements (PSAs) for social, broadcasting and web	$20,000	25%
Additional Help including consulting, continued promotion of previously recorded videos and series, public event planning, community engagement efforts, relationship building, coalition assistance and administrative fees, additional details on the following page.	$48,000	60%
TOTAL	**$80,000**	**100%**

These revised deliverables have been discussed and amended from the original proposal. Please see original proposal for cost analysis of production services. A detailed production process breakdown on the following page

The city will be billed based on work completed to the point of billing on the first of each month.

PRODUCTION BREAKDOWN

Item	Description
Vignettes	Shot over two days to be determined by client and Conscious Consulting. The price Includes pre-production, scheduling, equipment costs, labor and post production. $4,000 for two days of shooting $5,000 In pre/post production costs $3,000 In labor and equipment costs
PSAs	Video to illustrate complex issues clearly and for impact. Shot over multiple days to be determined by client and Conscious Consulting. The price Includes pre-production, scheduling, equipment costs, labor and post production. $6,000 for two days of shooting $8,000 In pre/post production costs $6,000 In labor and equipment costs
Additional help	Media coaching session for Melissa and Stephanie SWOT Analysis Outside media opportunities including news shows and guest spots on other podcasts Promotion of new content Recruitment of "street team" for Melissa (people to help with tabling and promotion at events)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0007-25

File ID:	0007-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	004-2025	**In Control:**	Urban County Council
				File Created:	12/19/2024
File Name:	Lexington Children's Museum Purchase of Service Agreement			**Final Action:**	01/23/2025

Title:

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service Agreement with Lexington Children's Museum, Inc. to provide funding associated with a Campaign Assessment and a Master Plan and Assessment, at a cost not to exceed $76,500. [Dept. of Finance, Hensley]

Notes: IN office 1/9/2025. MS

Stamped and filed in the CCO. Returned to Robin Adams 1/24/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Memo Lex Children's Museum PSA, LCM Purchase of Service Agreement, RESO 0007-25- PSA with Childrens Museum 4914-0178-5104 v.1.docx, R-013-2025, Contract #004-2025	**Enactment Number:**	R-013-2025
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	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0007-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service Agreement with Lexington Children's

Museum, Inc. to provide funding associated with a Campaign Assessment and a Master Plan and Assessment, at a cost not to exceed $76,500. [Dept. of Finance, Hensley]

Summary

Authorization to execute a Purchase of Service Agreement with the Lexington Children's Museum to provide funding associated with a Campaign Assessment and a Master Plan and Assessment at a cost not to exceed $76,500.00, per Council Fund Balance assignment. Funds are Budgeted. (L0007-25)(Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, December 27, 2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1101-900607-0001-71101

This Fiscal Year Impact: $76,500.00

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance: $76,500

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley
Erin Hensley, Commissioner of Finance

DATE: December 19, 2024

SUBJECT: Lexington Children's Museum Purchase of Service Agreement to fund a Campaign Assessment and a Master Plan and Assessment.

Request

Authorization to: Approve a Purchase of Service Agreement with the Lexington Children's Museum to provide funding associated with a Campaign Assessment and a Master Plan and Assessment at a cost not to exceed $76,500.00 per October 29, 2024, BFED Fund Balance assignment.

Why are you requesting?

Department needs this action completed because this is a Council assignment per October 29, 2024, BFED Committee meeting.

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

The cost for this FY is: $76,500.00

The cost for future FY is: $0

Are the funds budgeted?

The funds are budgeted: Yes

Account number: 1101-900607-0001-71101

File Number: 0007-25
Director/Commissioner: Erin Hensley

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **LEXINGTON CHILDREN'S MUSEUM, INC.** ("Organization"), a Kentucky non-stock, non-profit corporation, with offices located at 440 W. Short St., Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on _____, 202_ and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – Scope of Work

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

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

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Seventy-Six Thousand Five Hundred Dollars ($76,500), distributed in accordance with Exhibit A, for the performance of the Services. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services, are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than ninety (90) days after the services were rendered.

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

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

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

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

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

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

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to

provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Organization:

J. Colby Ernest
440 W. Short Street
Lexington, KY 40507

For Government:

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

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

by either party of either the same or another provision.

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

LEXINGTON CHILDREN'S MUSEUM, INC.

BY: _____
J. Colby Ernest, Executive Director

ATTEST:
Abigail Prang
WITNESS: _____
DATE: 1-2-2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Scope of Services

Campaign Assessment: Forty-Four Thousand Five Hundred Dollars ($44,500) for the cost of a Campaign Assessment with Cramer and Associates. Organization began work with Cramer & Associates in September 2024 to engage stakeholders and prospective donors, determine the most impactful fundraising strategies, and assess Organization's readiness to launch a transformational capital campaign.

Master Plan and Assessment: Thirty-Two Thousand Dollars ($32,000) for the remaining cost of a completed Master Plan and Assessment with EOP + Champlin and Skolnick Architecture and Design. Deliverables of this project include:

- Leadership and community engagement workshops;
- Concept/Exhibit outline narrative;
- Project visualization with floor plan diagrams, exterior renderings, and main exhibit renderings;
- Development and input to site selection criteria and analysis;
- Development and review of architectural planning layouts and design vision for new facility;
- Preliminary project schedule for implementation; and preliminary ROM Budget.
- 4856-3585-0229, v. 1

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT WITH LEXINGTON CHILDREN'S MUSEUM, INC. TO PROVIDE FUNDING ASSOCIATED WITH A CAMPAIGN ASSESSMENT AND A MASTER PLAN AND ASSESSMENT, AT A COST NOT TO EXCEED $76,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Lexington Children's Museum, Inc., to provide funding associated with a Campaign Assessment and a Master Plan and Assessment.

Section 2 – That an amount, not to exceed the sum of $76,500.00, be and hereby is approved for payment to Lexington Children's Museum, Inc., from account # 1101-900607-0001-71101, pursuant to the terms of the Purchase of Service 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
0007-25:EPT_4914-0178-5104, v. 1

RESOLUTION NO. 013 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT WITH LEXINGTON CHILDREN'S MUSEUM, INC. TO PROVIDE FUNDING ASSOCIATED WITH A CAMPAIGN ASSESSMENT AND A MASTER PLAN AND ASSESSMENT, AT A COST NOT TO EXCEED $76,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Lexington Children's Museum, Inc., to provide funding associated with a Campaign Assessment and a Master Plan and Assessment.

Section 2 – That an amount, not to exceed the sum of $76,500.00, be and hereby is approved for payment to Lexington Children's Museum, Inc., from account # 1101-900607-0001-71101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0007-25:EPT_4914-0178-5104, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 24 day of January 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **LEXINGTON CHILDREN'S MUSEUM, INC.** ("Organization"), a Kentucky non-stock, non-profit corporation, with offices located at 440 W. Short St., Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on _____, 202_ and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – Scope of Work

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

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

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Seventy-Six Thousand Five Hundred Dollars ($76,500), distributed in accordance with Exhibit A, for the performance of the Services. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services, are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than ninety (90) days after the services were rendered.

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

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

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

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

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

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

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to

provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Organization:

J. Colby Ernest
440 W. Short Street
Lexington, KY 40507

For Government:

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

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

by either party of either the same or another provision.

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST: Mackenzie Stack
Clerk of the Urban County Council
Deputy

LEXINGTON CHILDREN'S MUSEUM, INC.

BY:
J. Colby Ernest, Executive Director

ATTEST: Abigail Prang
WITNESS:
DATE: 1-2-2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Scope of Services

Campaign Assessment: Forty-Four Thousand Five Hundred Dollars ($44,500) for the cost of a Campaign Assessment with Cramer and Associates. Organization began work with Cramer & Associates in September 2024 to engage stakeholders and prospective donors, determine the most impactful fundraising strategies, and assess Organization's readiness to launch a transformational capital campaign.

Master Plan and Assessment: Thirty-Two Thousand Dollars ($32,000) for the remaining cost of a completed Master Plan and Assessment with EOP + Champlin and Skolnick Architecture and Design. Deliverables of this project include:

- Leadership and community engagement workshops;
- Concept/Exhibit outline narrative;
- Project visualization with floor plan diagrams, exterior renderings, and main exhibit renderings;
- Development and input to site selection criteria and analysis;
- Development and review of architectural planning layouts and design vision for new facility;
- Preliminary project schedule for implementation; and preliminary ROM Budget.
- 4856-3585-0229, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0008-25

File ID:	0008-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	049-2025	**In Control:**	Urban County Council
				File Created:	12/20/2024
File Name:	Site Specific Agreement with MARIAN			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and Ashgrove Farms, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of Ashgrove Farms in Jessamine County. [Div. of Water Quality, Martin]

Notes: SAF in the CCO. Returned to Christina King 3/12/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Sheet MARIAN (Ashgrove Farms), _MARIAN (Ashgrove Farms)_Exhibit A, _MARIAN (ashgrove Farms)_Group Exhibit B&C, _MARIAN (Ashgrove Farms)_MAP, _MARIAN (Ashgrove Farms)_SSA, RESO 0008-25- SSA with Ashgrove Farms 4933-9958-4784 v.1.docx, R-014-2025, Contract #049-2025	**Enactment Number:**	R-014-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0008-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and Ashgrove Farms, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of Ashgrove Farms in Jessamine County. [Div. of Water Quality, Martin]

Summary

Authorization of a sanitary sewer service Site Specific Agreement between the Lexington-Fayette Urban County Government (LFUCG) and Jessamine-South Elkhorn Water District (JSEWD) to provide sanitary sewer conveyance and treatment capacity for properties identified. Site Agreement is for MARIAN (Ashgrove Farms). No Budgetary impact. (L0008-25)(Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Evan Thompson 12/19/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 14, 2024

SUBJECT: **Site Specific Agreement:**
MARIAN (Ashgrove Farms)

Request

The purpose of this memorandum is to request a resolution authorizing a sanitary sewer service Site Specific Agreement between the Lexington-Fayette Urban County Government (LFUCG), MARIAN (MARIAN) and Jessamine-South Elkhorn Water District (JSEWD).

Capacity for JSEWD

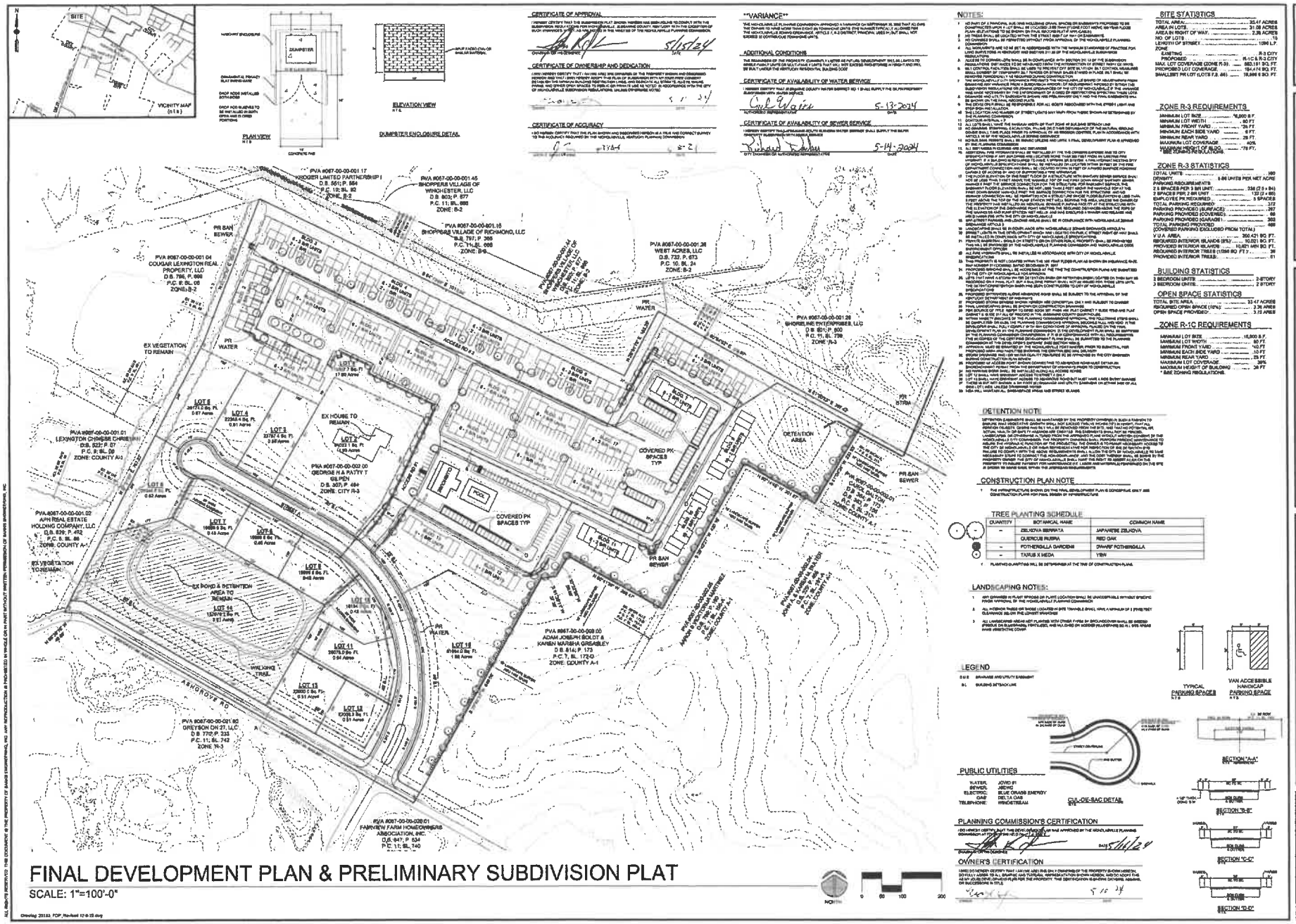
35,224 gallons per day (gpd) for MARIAN (Ashgrove Farms)
71% of the 2 million gpd capacity has been used or reserved

Purpose of Request

The agreement is for LFUCG to provide sanitary sewer conveyance and treatment capacity for properties identified in the Site Specific Agreement in accordance with the Master Agreement between LFUCG and JSEWD (Resolution 690-2002).

Project Cost in FY25 and in Future Budget Years

Execution of the terms and conditions of the Site Specific Agreement will be at no cost to LFUCG.



FINAL DEVELOPMENT PLAN & PRELIMINARY SUBDIVISION PLAT

SCALE: 1"=100'-0"

OWNER
GEORGE T. & PATTY N. GILPIN
1060 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

DEVELOPER
MARIAN DEVELOPMENT
1901 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1060 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

AMENDED FINAL DEVELOPMENT PLAN & PRELIMINARY SUBDIVISION PLAT

BANKS
1211 ALEXANDRIA STATION, NICHOLASVILLE, KY | 859.881.7900 | BANKSENGINEERING.NET

STATE OF KENTUCKY
JASON D. BANKS
25061
LICENSED PROFESSIONAL ENGINEER

SHEET	DATE	REVISED
02	DEC., 2023	1 2 3 4 5

JOB 23153
DRAWING CBS/GWS
CHECKED JDB

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Drawing: 23153_FDP_Revised 12-8-23.dwg

Ex - A

CONSTRUCTION PLANS

OF

TRACT I-A
GEORGE N. & PATTY T.
GILPIN PROPERTY

1050 ASHGROVE ROAD
NICHOLASVILLE, KENTUCKY

REVISION NUMBER	REVISION DATE	REVISION SUMMARY
1		
2		
3		
4		

GILPIN PROPERTY, TRACT 1-A - FEBRUARY 2024

UTILITY OWNERS

ELECTRICAL
BLUEGRASS ENERGY
1201 LEXINGTON ROAD
NICHOLASVILLE, KY 40356
(859) 548-4243
CONTACT: CHRIS BREWER

GAS
DELTA NATURAL GAS
501 ETTER DRIVE
NICHOLASVILLE, KY 40356
(859) 553-3272
CONTACT: ANDY APPLEGATE

WATER
JESSAMINE WATER DISTRICT #1
2226 LEXINGTON ROAD
NICHOLASVILLE, KENTUCKY 40356
(859) 885-9314
CONTACT: CARL WAITS

TELEPHONE
WINDSTREAM
130 W. NEW CIRCLE ROAD
LEXINGTON, KENTUCKY 40505
(859) 367-6224
CONTACT: DARREN BUSKIRK

OIL PIPELINE
MARATHON PETROLEUM
1770 OLD FRANKFORT PIKE
LEXINGTON, KENTUCKY 40504
(270) 926-1879
CONTACT: JEFF ERWIN

SANITARY SEWER
JESSAMINE-SOUTH ELKHORN
WATER DISTRICT
802 SOUTH MAIN ST.
NICHOLASVILLE, KY 40356
(859) 881-0589
CONTACT: GLENN SMITH

DRAINAGE/STORMWATER
JESSAMINE-SOUTH ELKHORN
WATER DISTRICT
802 SOUTH MAIN ST.
NICHOLASVILLE, KY 40356
(859) 881-0589
CONTACT: GLENN SMITH

LFUCG DIVISION OF WATER QUALITY
125 LISLE INDUSTRIAL
LEXINGTON, KENTUCKY 40511
(859) 268-3448
CONTACT: GREG LUBECK

CITY OF NICHOLASVILLE
517 NORTH MAIN ST.
NICHOLASVILLE, KY 40356
(859) 885-9385
CONTACT: TIM CROSS

TRANSPORTATION
KYTC DISTRICT 7
800 NEWTOWN COURT
LEXINGTON, KENTUCKY 40511
(859) 246-2355

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Kentucky 811
Call 811 Before You Dig

UTILITY NOTE:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY 811 SAFELY (KUP)" (TOLL FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATER LINES).

KENTUCKY UNDERGROUND PROTECTION INC.
Kentucky state law requires contractors to call two business days prior to digging. Call 811 or 1-800-752-6007 for a locator request. Any organizations that are not a part of KUP Inc. shall be contacted individually.

GENERAL NOTES

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REGULATIONS AND SPECIFICATIONS OF THE CITY OF NICHOLASVILLE.
2. PROPERTY SERVICE CONNECTIONS ARE TO BE 1.00% SLOPE UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHOULD VERIFY EXISTING ELEVATIONS BEFORE CONSTRUCTION AND NOTIFY ENGINEER WITH ANY DISCREPANCIES.
4. ALL PIPE DIAMETERS SHOWN ON THESE PLANS REPRESENT INSIDE DIAMETERS.
5. MANHOLES SHALL BE 4' INSIDE DIAMETER UNLESS OTHERWISE NOTED.
6. FOR LOCATION OF WATERTIGHT AND NON-WATERTIGHT MANHOLES, SEE PLAN AND PROFILE SHEETS.
7. THE CONTRACTOR MUST OBTAIN THE LATEST ISSUES OF THE CITY OF NICHOLASVILLE ZONING ORDINANCE, SUBDIVISION REGULATIONS, AND GENERAL SPECIFICATIONS. ALL CONSTRUCTION MUST CONFORM TO THESE DOCUMENTS.
8. SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF 18" BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATER MAIN IS EITHER ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED TO THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.
9. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION. DAMAGE TO ANY EXISTING UTILITY IS TO BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
10. ACCESS POINTS SHALL BE LIMITED TO THOSE SHOWN ON THESE PLANS. SEE GRADING AND EROSION CONTROL PLAN FOR CONSTRUCTION ACCESS POINT.
11. PAVEMENT DESIGN, STORM SEWERS, STORM WATER RETENTION BASINS AND SANITARY SEWERS SHALL MEET THE SPECIFICATIONS OF THE CITY OF NICHOLASVILLE. STORM AND SANITARY SEWERS MUST ALSO MEET THE REQUIREMENTS, SPECIFICATIONS AND STANDARDS OF LFUCG AND JSEWD.
12. THE SITE IS OUTSIDE THE 100 YEAR FLOOD PLAIN AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, NATIONAL FLOOD INSURANCE RATE MAP, JESSAMINE COUNTY, PANEL 21113C0060D, DATED DECEMBER 21, 2017.
13. THE LOCATION OF ADDITIONAL FIRE HYDRANT(S) AND FIRE DEPARTMENT CONNECTION(S) (FDC), AS REQUIRED, SHALL BE APPROVED BY THE CITY OF NICHOLASVILLE.
14. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (E.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION.
15. ANY DAMAGED CURB ALONG THIS PROPERTY WILL NEED TO BE REPLACED AS PART OF THIS PROJECT.
16. DETENTION IS REQUIRED FOR THIS PROJECT.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

1. THE APPROVED EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) PLAN SHALL BE IMPLEMENTED PRIOR TO ANY LAND-DISTURBING ACTIVITY ON THE CONSTRUCTION SITE. ANY MODIFICATIONS TO THE APPROVED EPSC PLAN MUST BE REVIEWED AND APPROVED BY THE DESIGN ENGINEER. EPSC BMPS (BEST MANAGEMENT PRACTICES) SHALL BE INSTALLED PER THE PLAN AND LFUCG STANDARDS.
2. DETENTION BASINS, IF APPLICABLE, SHALL BE CONSTRUCTED FIRST AND SHALL PERFORM AS SEDIMENT BASINS DURING CONSTRUCTION UNTIL THE CONTRIBUTING DRAINAGE AREAS ARE SEEDED AND STABILIZED.
3. ACTIONS MUST BE TAKEN TO MINIMIZE THE TRACKING OF MUD AND SOIL FROM CONSTRUCTION AREAS ONTO PUBLIC ROADWAYS. SOIL TRACKED ONTO THE ROADWAY SHALL BE REMOVED DAILY.
4. SOIL STOCKPILES SHALL BE LOCATED AWAY FROM THE STREAMS, PONDS, SWALES, AND CATCH BASINS. STOCKPILES SHALL BE SEEDED, MULCHED, AND ADEQUATELY CONTAINED THROUGH THE USE OF SILT FENCE.
5. SEDIMENT-LADEN GROUNDWATER ENCOUNTERED DURING TRENCHING, BORING OR OTHER ACTIVITIES SHALL BE PUMPED TO A SEDIMENT TRAPPING DEVICE PRIOR TO BEING DISCHARGED INTO A STREAM, POND, SWALE, OR CATCH BASIN.
6. WHERE CONSTRUCTION OR LAND DISTURBING ACTIVITY WILL OR HAS TEMPORARILY CEASED ON ANY PORTION OF A SITE, TEMPORARY SITE STABILIZATION MEASURES SHALL BE REQUIRED AS SOON AS PRACTICAL, BUT NO LATER THAN 14 DAYS AFTER THE ACTIVITY HAS CEASED.

BENCHMARKS

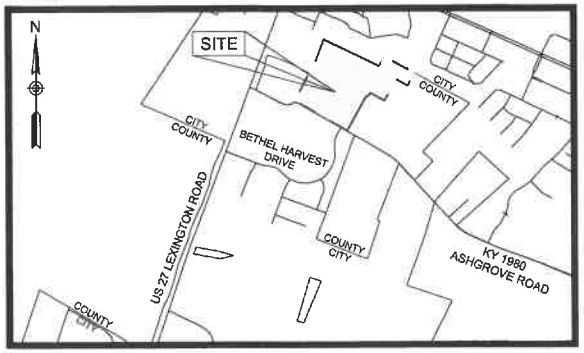
NOTE: ALL ELEVATIONS ARE BASED ON NAVD 1988 DATUM AND WERE DERIVED FROM A GPS SURVEY.

SOURCE BENCHMARK: GPS CONTROL ON GPS-KY STATE PLANE COORDINATE SYSTEM, KY SINGLE ZONE.

ENGINEER TO SUPPLY CONTRACTOR WITH BENCHMARKS AT CONTRACTOR'S DIRECTION.

DISCLAIMER:
IF ANY DISCREPANCIES ARE SHOWN ON THE PLANS HEREIN OR DISCOVERED IN THE FIELD THEN THE ENGINEER SHALL BE NOTIFIED PRIOR TO CONTINUATION OF IMPROVEMENT OPERATIONS. ENGINEER SHALL MAKE FINAL DECISION ON HOW DISCREPANCIES ARE RESOLVED. SHOULD THE OWNER OR CONTRACTOR PROCEED WITHOUT NOTIFYING THE ENGINEER, THEY DO SO AT THEIR OWN RISK AND ASSUME FULL RESPONSIBILITY.

PROJECT: 22155
DRAWN BY: ADR/KH
DATE: 09/ 2023
DRAWING: 22155_Grading



VICINITY MAP
(N.T.S.)

FOR

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

BY
BANKS

COMMONWEALTH OF KENTUCKY
AUSTIN D. SWINEY
36806
LICENSED PROFESSIONAL ENGINEER
9/20/2024

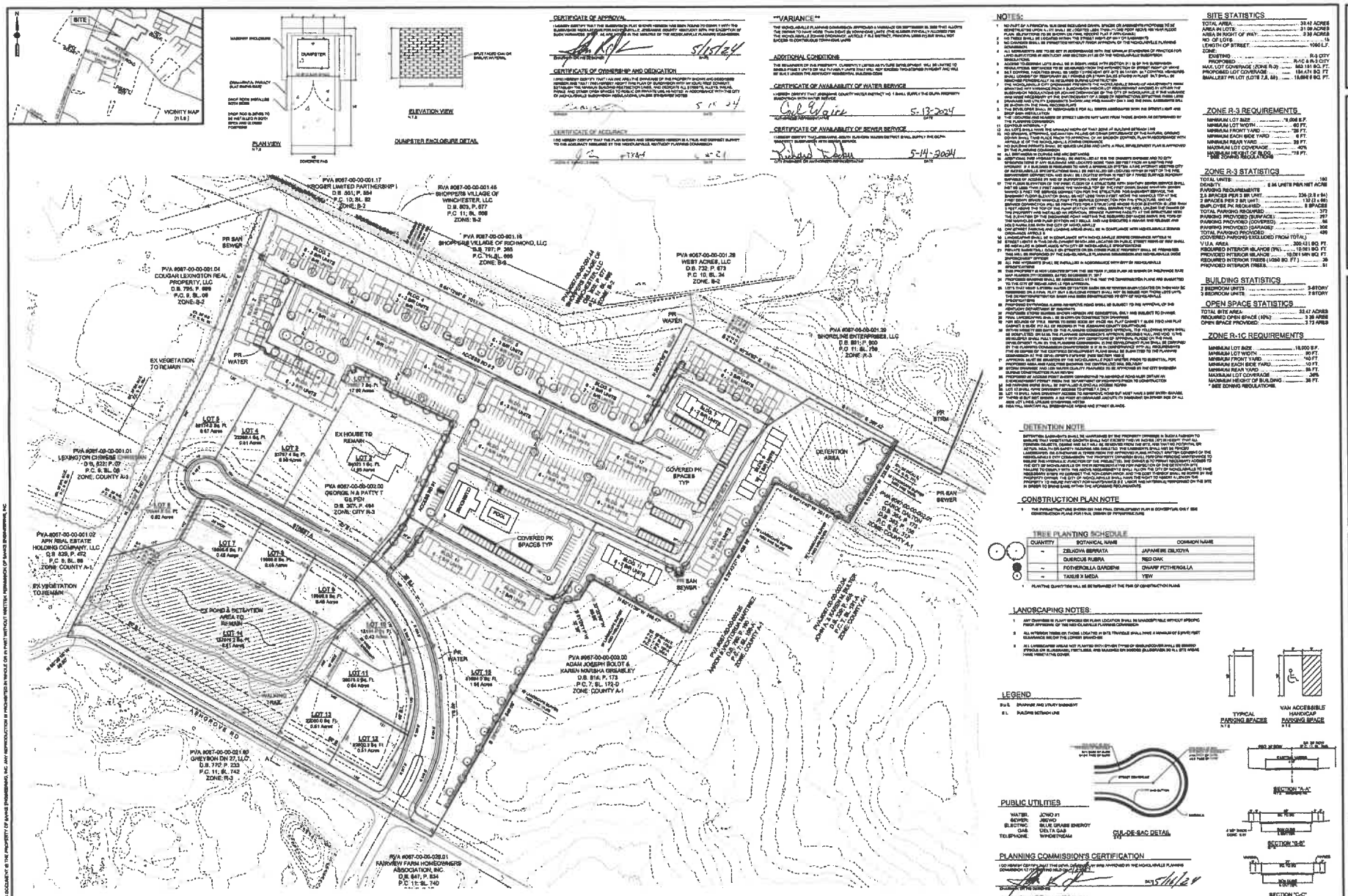
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STANDARDS OF CONSTRUCTION

CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE CITY OF NICHOLASVILLE AND NICHOLASVILLE PLANNING COMMISSION SPECIFICATIONS AND SUBDIVISION REGULATIONS.
WATERLINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH JCWD#1 SPECIFICATIONS.
STORM AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH JSEWD & LFUCG SPECIFICATIONS.
ALL WORK INSIDE KYTC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH KYTC STANDARDS.

GROUP EX - B & C



FINAL DEVELOPMENT PLAN & PRELIMINARY SUBDIVISION PLAT

SCALE: 1"=100'-0"

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Drawing 23153_PDP, Revised 12-6-23.dwg

STATE OF KENTUCKY
JASON D. BANKS
25061
LICENSED PROFESSIONAL ENGINEER

OWNER
GEORGE T. & PATTY N. GILPIN
1060 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 199-A
1060 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

AMENDED FINAL DEVELOPMENT PLAN & PRELIMINARY SUBDIVISION PLAT

BANKS ENGINEERING
1011 ATHENIAN AVENUE NICHOLASVILLE, KY 40356 (859) 887-0447

SHEET	DATE	REVISED	1	2	3	4	5
02	DEC., 2023						

JOB 23153
DRAWN CBS/CWS
CHECKED JDB

SURVEY NOTE:

THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER. IT DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE SOLE PURPOSE OF THIS SHEET IS FOR USE IN OBTAINING A BUILDING PERMIT.

UTILITY NOTE:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY DIG BAEFLY (KOUB-T (TOLL FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (LE, CABLES, ELECTRIC WIRES, GAS, AND WATER LINES). WHEN CONTACTING THE "KOUB-" CALL CENTER, PLEASE STATE THAT THE WORK TO BE DONE IS FOR A PROPOSED NICHOLASVILLE SEWER OR DRAINAGE FACILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THIS PLANS AND IN THIS TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

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Kentucky 811
Call 811 Before You Dig

PARKING LOT NOTES:

1. PARKING STALL MUST BE STRIPED WITH A 4" CONTRASTING STRIPE (YELLOW ON CONCRETE AND YELLOW OR WHITE ON ASPHALT PARKING LOT).
2. HANDICAP PARKING SPACES TO BE DESIGNATED BY BLUE STRIPING AND EITHER A BLUE SYMBOL ON WHITE BACKGROUND OR A WHITE SYMBOL ON A BLUE BACKGROUND. ALL HANDICAP PARKING STALLS REQUIRE THE INSTALLATION OF PROPER SIGNAGE.
3. ALL WHEEL STOPS AND CONCRETE CURBS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THIS PLAN SET.

SITE PLAN NOTES:

1. REFER TO THE STANDARDS OF CONSTRUCTION NOTE ON THE COVER SHEET FOR FOR MATERIALS, INSTALLATION METHODS, TESTING PROCEDURES, AND INSPECTION REQUIREMENTS
2. CONTRACTOR SHALL OBTAIN A COPY OF ALL REPORTS, INCLUDING GEOTECHNICAL, FROM THE DEVELOPER PRIOR TO BIDDING AND CONSTRUCTION.
3. CONTRACTOR TO FIELD VERIFY ALL LOCATIONS AND DEPTHS OF EXISTING STORM/SANITARY/GAS/WATER LINES PRIOR TO BEGINNING CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING VEGETATION, PAVEMENT, STRUCTURES, FOUNDATIONS, AND FOOTERS NECESSARY TO DEVELOP THE SITE UNLESS OTHERWISE NOTED ON THESE PLANS. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT.
5. CONTRACTOR TO VERIFY ALL BUILDING DIMENSIONS AND SANITARY INFORMATION WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
6. ALL DIMENSIONS SHOWN IN PAVED AREAS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED. ALL COORDINATES SHOWN ARE AT THE FACE OF CURB OR BUILDING FACE UNLESS OTHERWISE NOTED.
7. ALL PAVEMENT SHALL BE OUTLINED WITH CONCRETE CURBS UNLESS OTHERWISE NOTED. DOUBLE LINE DENOTES CURB.
8. ALL RADII ARE FIVE (5) FEET UNLESS OTHERWISE NOTED AT EDGE OF PAVEMENT.
9. WHEN MATCHING EXISTING BITUMINOUS ASPHALT PAVEMENTS, A TWO (2) INCH DEPTH SAW CUT SHALL BE MADE A MINIMUM OF TWELVE (12) INCHES FROM THE EDGE OR TO SOUND MATERIAL AND THE ASPHALT MATERIALS SHALL BE PLACED TO FORM A WATERTIGHT JOINT.
10. CONCRETE PAVING NOTE:
    A. SCORING PATTERN OF SIDEWALKS TO BE 6' O.C. EXPANSION JOINTS ARE TO BE 100' O.C.
    B. SCORING PATTERN IS TO BE PERPENDICULAR/PARALLEL TO PROPOSED BUILDING.
    C. EXPANSION JOINT MATERIAL (SELF LEVELING JOINT SEALANT) TO BE ADJACENT TO BUILDING AT ALL AREAS OF CONCRETE CONSTRUCTION, ALL COLD JOINTS AND ALONG ALL CURBS.
11. ALL HANDICAP SITE FEATURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACCEPTABLE "ADA" REQUIREMENTS FOR HANDICAP ACCESSIBILITY.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR PAINTED PARKING STRIPES, AND THAT WHICH IS REQUIRED FOR HANDICAP PARKING.
13. ALL ARROWS, TRACKING AND STOP BARS SHALL BE PAINTED.
14. CONTRACTOR TO COORDINATE FINAL DESIGN OF SIDEWALK STEPS, WALKWAYS, AND ACCESSIBLE RAMPS WITH ARCHITECT/OWNER.
15. ALL DUMPSTER PADS TO BE SCREENED.
16. COMPATIBLE UTILITY LINES (ELECTRIC, PHONE, CABLE) SHALL BE PLACED IN A COMMON TRENCH UNLESS OTHERWISE REQUIRED BY APPROPRIATE AGENCIES. SANITARY SEWER LINES ARE NOT COMPATIBLE WITH ANY OTHER UTILITY LINE AND SHALL BE SEPARATED BY A MINIMUM OF SIX (6) FEET.
17. ALL ACCESSIBLE ROUTES SHALL HAVE A 5.00% MAXIMUM LONGITUDINAL SLOPE WITH A 2.00% MAXIMUM CROSS SLOPE.
18. ALL ACCESSIBLE PARKING STALLS SHALL BE CONSTRUCTED WITH A MAXIMUM 2.00% CROSS SLOPE IN ANY DIRECTION.
19. ALL ACCESSIBLE RAMPS SHALL HAVE A YELLOW TACTILE WARNING SURFACE (ARMOR-TILE, OR APPROVED EQUAL) PER "ADA" REQUIREMENTS FOR HANDICAP ACCESSIBILITY.
20. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (B.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION.
21. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION.
22. EXISTING UTILITIES ARE LOCATED USING THE BEST INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL UTILITIES PRIOR TO DIGGING. DAMAGE TO EXISTING UTILITIES IS TO BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
23. ALL SIDEWALKS ARE FIVE (5) FEET, WITH CURB WHERE APPLICABLE UNLESS OTHERWISE NOTED.
24. THESE PLANS ARE FOR SITE/ROADWAY/DRAINAGE/PAVING. ALL BUILDING/STRUCTURES/WALLS ARE BY OTHERS.
25. CONSTRUCTION OF STORM AND SANITARY MAINS IN AN EMBANKMENT AREA SHALL BE LAID ON EMBANKMENT EVIDENCED BY A DENSITY REPORT OF MINIMUM 95% PROCTOR DENSITY FURNISHED BY A GEOTECHNICAL ENGINEER, PRIOR TO INSTALLATION.

PAVEMENT NOTES:

1. THE EDGE OF EXISTING PAVEMENT SHALL, WHERE APPLICABLE, BE SAW CUT, ESTABLISHING STRAIGHT, UNDAMAGED EDGES AGAINST WHICH NEW PAVEMENT IS TO BE CONSTRUCTED.
2. ALL NEW PAVEMENT SHALL BE FLUSH WITH ADJACENT PAVEMENT SURFACES.
3. TACK COAT SHALL BE APPLIED AT A RATE OF 0.1 GALLONS PER SQUARE YARD WITH THE INSTALLATION OF SURFACE ASPHALT WHEN FINAL PAVING HAS BEEN DELAYED FROM BASE INSTALLATION. TACK COAT THE EDGE OF THE EXISTING ASPHALT TO ENSURE ADHESION BETWEEN THE PROPOSED AND EXISTING ASPHALT.

GEOTECHNICAL/PAVEMENT SECTION NOTES:

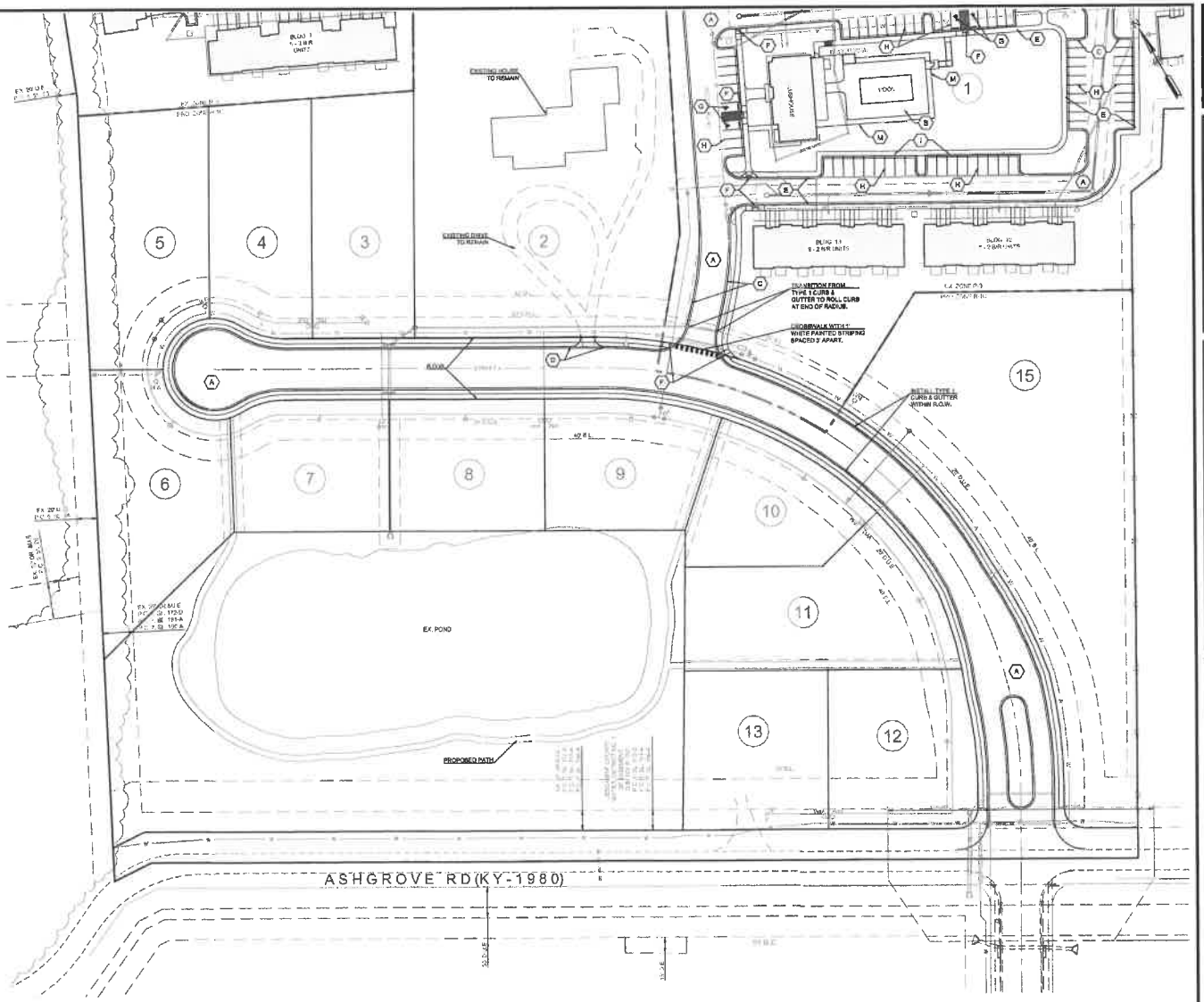
1. PRIOR TO CONSTRUCTION, THE DEVELOPER SHALL OBTAIN SITE-SPECIFIC GEOTECHNICAL RECOMMENDATIONS FOR THIS DEVELOPMENT.
2. PAVEMENT SECTIONS SHALL BE ISSUED BY GEOTECHNICAL ENGINEER AFTER TESTING IS FINISHED.
3. CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL REPORT FROM THE DEVELOPER PRIOR TO BEGINNING CONSTRUCTION.
4. ALL CONSTRUCTION MUST COMPLY WITH THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT.
5. ALL PAVEMENT DATA AND PAVEMENT DETAILS ARE FOR BIDDING PURPOSES ONLY. REFER TO THE GEOTECHNICAL REPORT FOR DETAILED INFORMATION.
6. PAVEMENT SECTIONS (IF SHOWN) ARE MEANT SOLELY TO CONVEY THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. IN THE EVENT OF A CONFLICT, THE GEOTECHNICAL REPORT TAKES PRECEDENCE OVER THESE PLANS.
7. ALL SUBGRADES AND PAVEMENT DESIGN SHALL BE COMPACTED TO THE RECOMMENDATION IN THE GEOTECHNICAL REPORT.
8. DENSE GRADED AGGREGATE BASE SHALL BE COMPACTED IN SEPARATE COURSES.
9. PAVEMENT SECTIONS SHALL ADHERE TO GEOTECHNICAL RECOMMENDATIONS AND LOCAL DESIGN REQUIREMENTS, WHICHEVER IS GREATER.
10. HEAVY DUTY PAVEMENT SHALL BE INSTALLED IN ALL DRIVE ISLES. LIGHT DUTY PAVEMENT IS ACCEPTABLE ONLY IN PARKING STALLS.

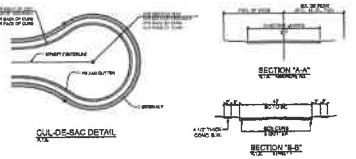
SITE PLAN KEY: REFER TO SITE DETAILS SHEETS

- (A) ASPHALT PAVEMENT
- (B) CONCRETE PAVEMENT
- (C) CONCRETE ROLL CURB
- (D) ENTRANCE CURB CUT
- (E) CONCRETE WALK WITH CURB WHERE APPLICABLE
- (F) ACCESSIBLE CURB RAMP
- (G) HANDICAP SYMBOL AND SIGN
- (H) PARKING LOT STRIPING (SEE PARKING LOT NOTES)
- (I) COVERED PARKING-REFER TO ARCHITECTURAL PLANS FOR DETAILS.
- (J) DUMPSTER PAD & SCREEN WALL - REFER TO ARCHITECTURAL PLAN FOR DETAILS.
- (K) RETAINING WALL WITH HANDRAIL-DESIGN BY OTHERS. REFER TO GRADING PLAN FOR ELEVATIONS.
- (L) STEPS TO BE ADDED AS NEEDED DURING CONSTRUCTION, REFER TO GRADING PLAN AND SITE DETAILS PLAN.
- (M) ORNAMENTAL FENCE

HATCH LEGEND

CONCRETE PAVEMENT





GRAPHIC SCALE
1 inch = 60 feet

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Drawing: 23153_02_Site Improvements Plan.dwg

COMMONWEALTH OF KENTUCKY
AUSTIN D. SWINEY
28806
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299
DEVELOPER
MARIAN DEVELOPMENT
1901 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1950 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

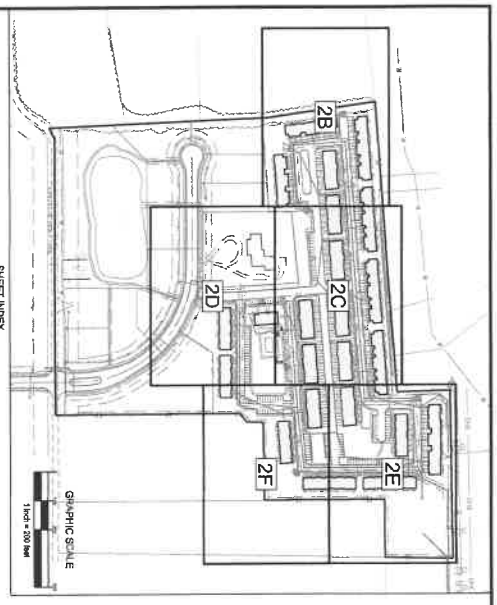
SITE IMPROVEMENTS PLAN

BANKS
ENGINEERING
1311 JESSAMINE STATION | NICHOLASVILLE, KY | (859) 881-2000 | BANKSENGINEERING.COM

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SHEET 2A
JOB 23153
DRAWN ADS/KJH
CHECKED JDB

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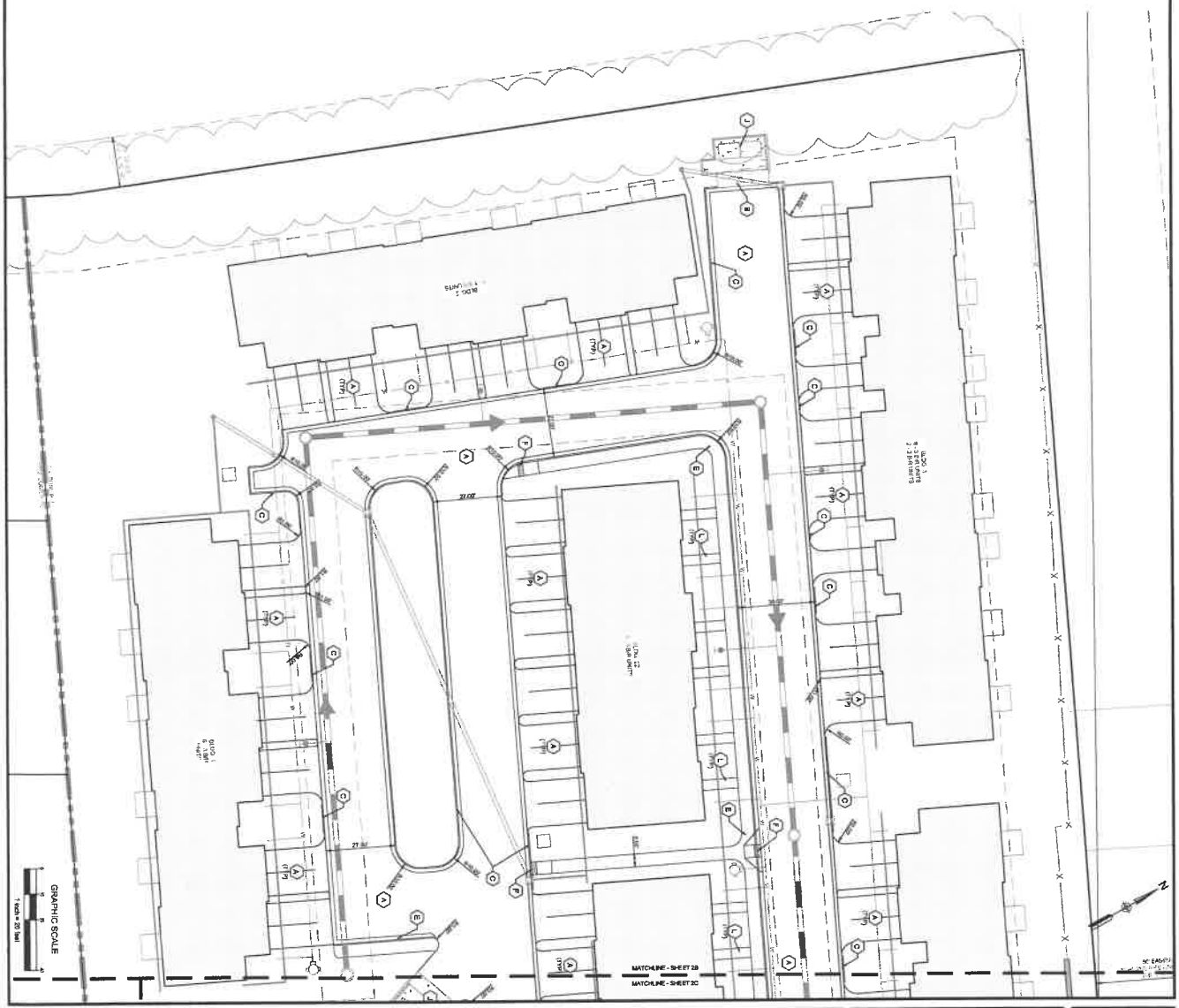


HATCH LEGEND

CONCRETE PAVEMENT

SITE PLAN KEY: REFER TO SITE DETAILS SHEETS

(A) ASPHALT PAVEMENT
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(L) STEPS TO BE ADDED AS NEEDED DURING CONSTRUCTION. REFER TO GRADING PLAN AND SITE DETAILS PLAN.
(M) ORNAMENTAL FENCE



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TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

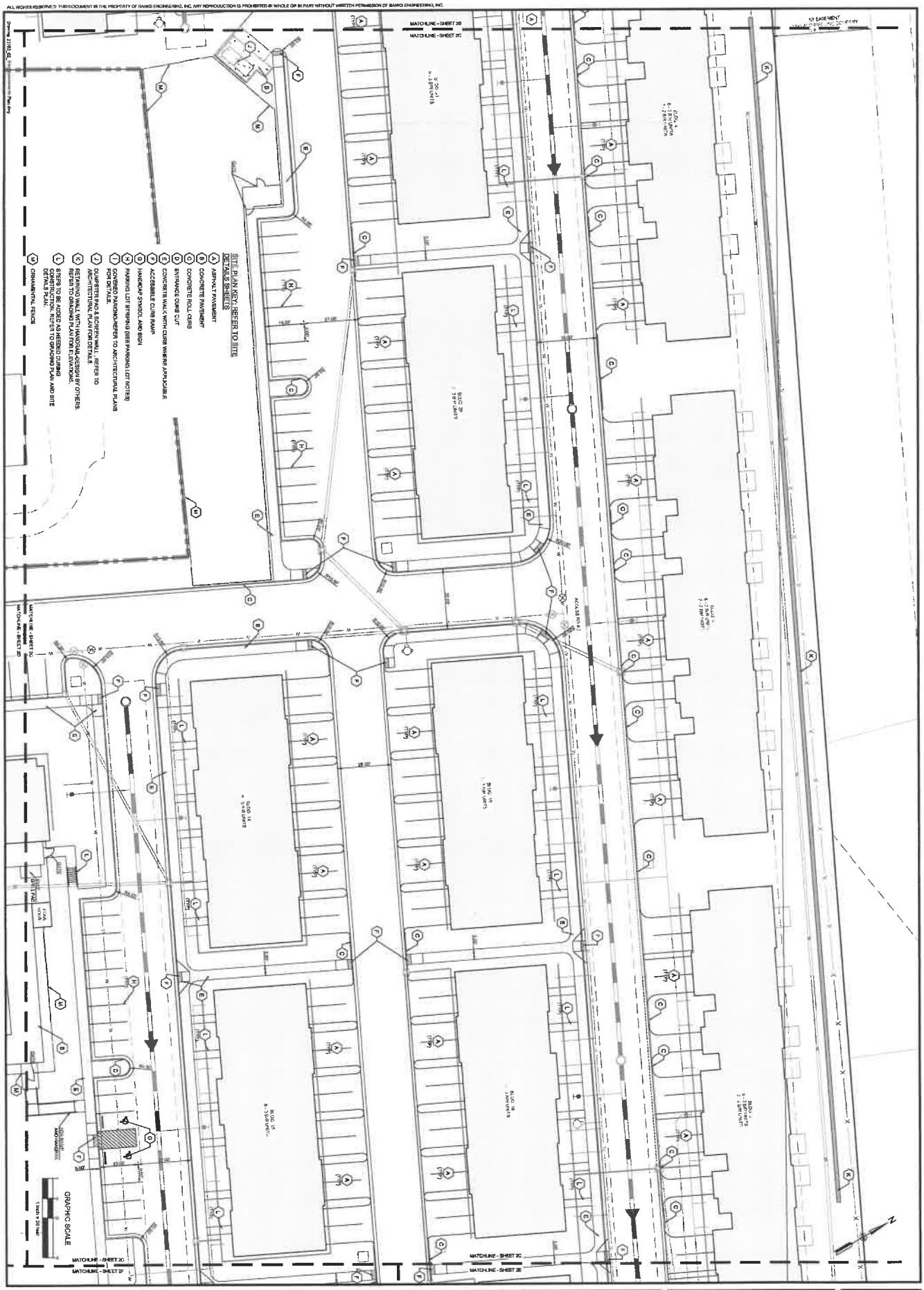
SITE IMPROVEMENTS PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1901 PAYNE STREET, LOUISVILLE, KY 40206

LICENSED PROFESSIONAL ENGINEER
JOHN D. BANKS
25998
09/23/2024

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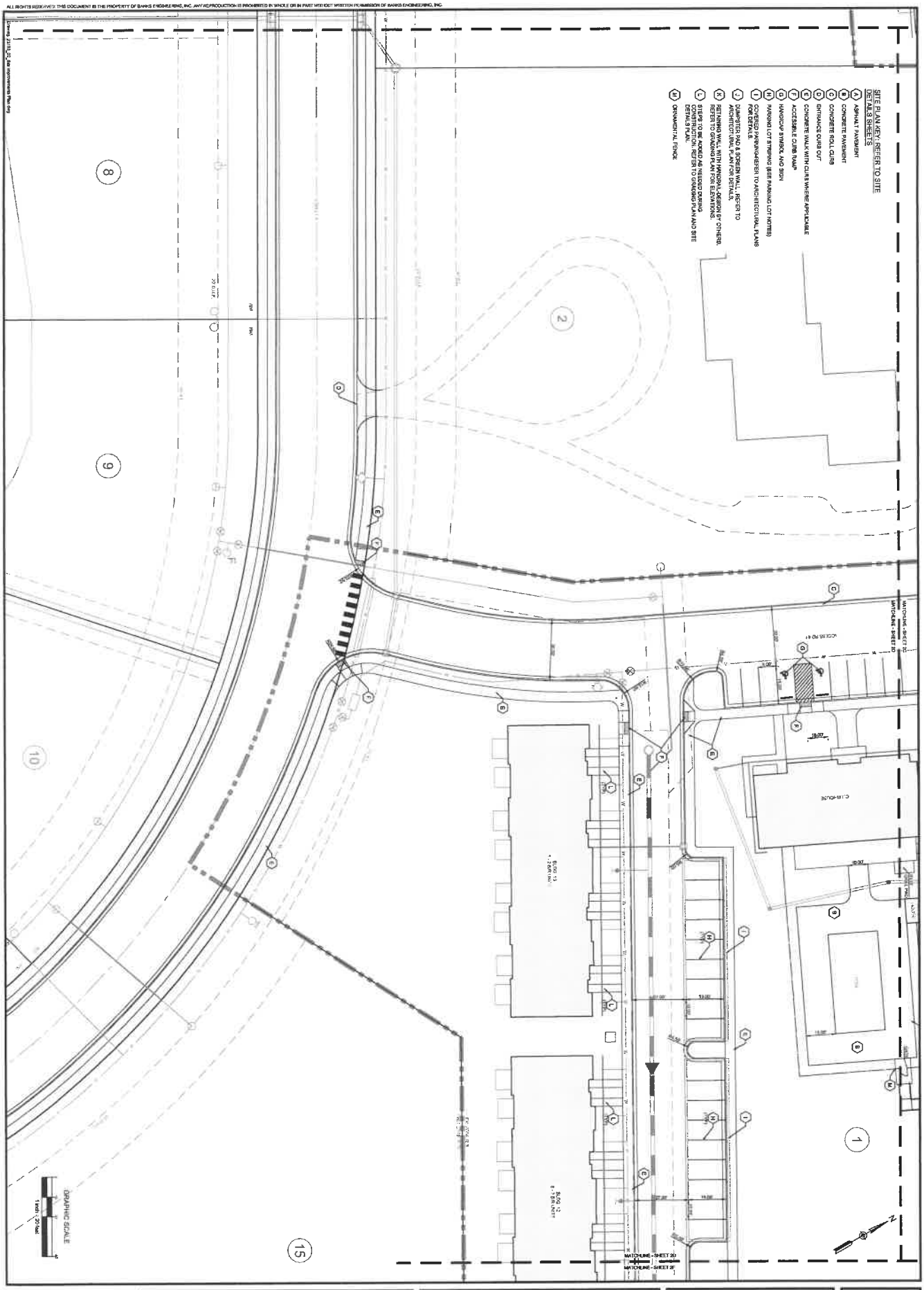
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

SITE IMPROVEMENTS PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

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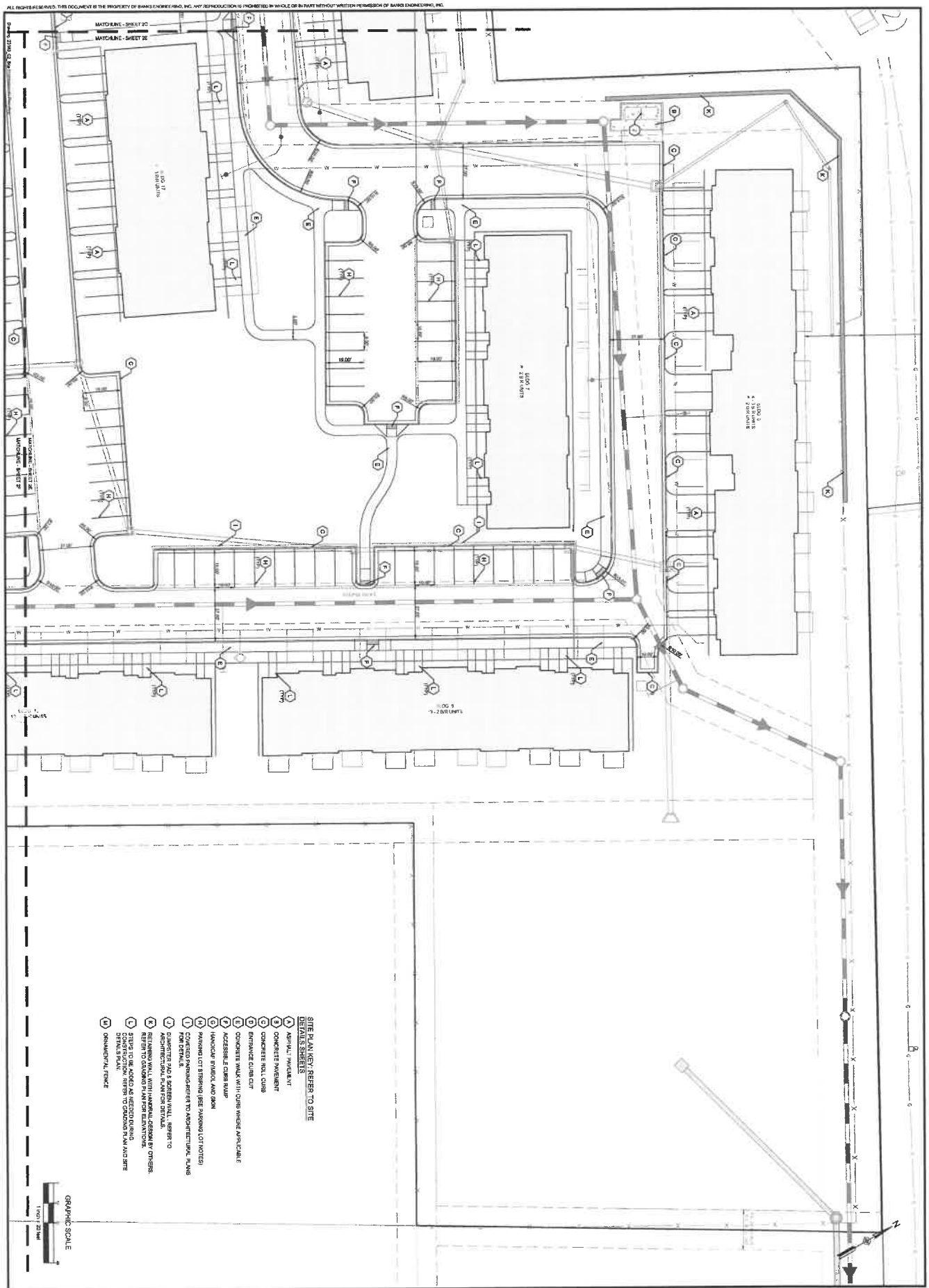
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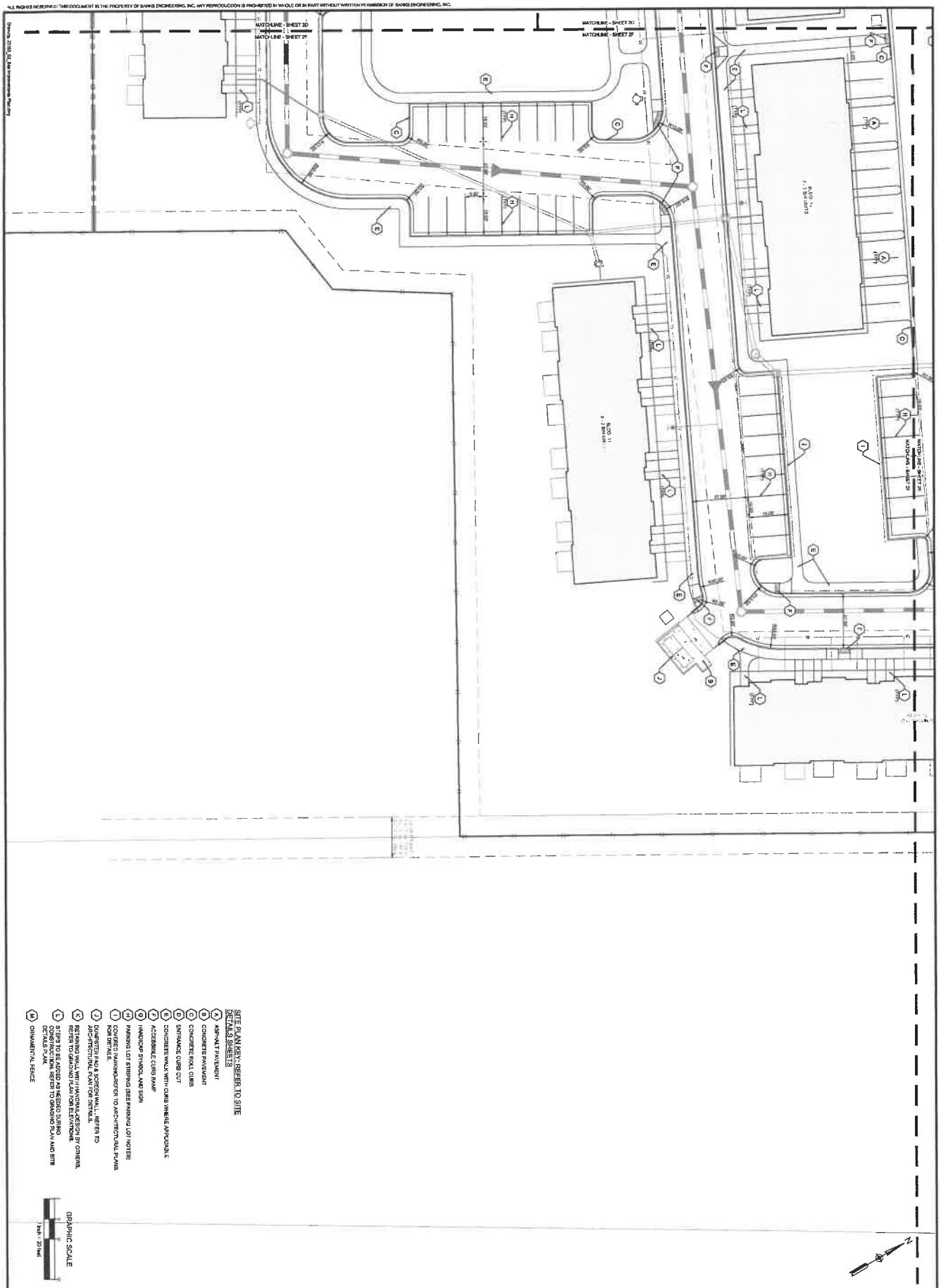
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SITE IMPROVEMENTS PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

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SITE PLAN KEY: REFER TO SITE DETAILS SHEETS

- (A) ASPHALT PAVEMENT
- (B) CONCRETE PAVEMENT
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- (D) ENTRANCE CURB CUT
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- (X) RETAINING WALL WITH HANDRAIL-DESIGN BY OTHERS. REFER TO GRADING PLAN FOR ELEVATIONS.
- (L) STEPS TO BE ADDED AS NEEDED DURING CONSTRUCTION. REFER TO GRADING PLAN AND SITE DETAILS PLAN.
- (W) ORNAMENTAL FENCE

GRAPHIC SCALE
1 inch = 20 feet

SHEET	DATE: 09/23/2024
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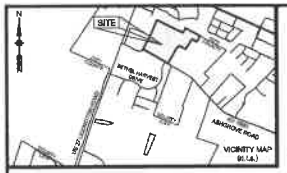
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SITE IMPROVEMENTS PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40205

COMMONWEALTH OF KENTUCKY
JOSEPH D. SWINNEY
19609
LICENSED PROFESSIONAL ENGINEER
9/23/2024



Kentucky 811
The New Look For Digging Safely in Kentucky
Call 811 Before You Dig

KENTUCKY UNDERGROUND PROTECTION INC.
Kentucky state law requires contractors to call two business days prior to digging. Call 811 or 1-800-752-8007 for a locator request. Any organizations that are not a part of KUP Inc. shall be contacted individually.

SITE LEGEND

SYMBOLS	DESCRIPTION
	PROPERTY LINE
	EASEMENT
	EXISTING TREE LINE
	EXISTING CONTOUR MINOR
965	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
965	PROPOSED CONTOUR MAJOR
BM	BENCHMARK
965.00	EXISTING SPOT ELEVATION
965.00	PROPOSED SPOT ELEVATION
1.00%	GRADE/SLOPE (PERCENT)
DBI	DROP BOX INLET
MH	MANHOLE
HW	HEADWALL
SAN	SANITARY SEWER LINE
	PROPOSED SANITARY SEWER LATERAL
W	WATER LINE
FH	FIRE HYDRANT
WV	WATER VALVE
WM	WATER METER
OHE	OVERHEAD UTILITIES
UE	UNDERGROUND ELECTRIC UTILITIES
UP	UTILITY POLE
	GUY WIRE
LP	LIGHT POLE
G	GAS LINE
GV	EXISTING GAS VALVE
SF	SILT FENCE
	HANDICAP PARKING
TP	TRAFFIC POLE

NOTE: EXISTING UTILITIES WILL BE SHADED ON FOLLOWING PLAN SHEETS.

DEMOLITION NOTES:

1. REMOVE EXISTING BUILDING AND FOUNDATION - BACKFILL WITH APPROVED ENGINEERED FILL.
2. SAWCUT AND REMOVE EXISTING PAVEMENT AND BASE - DO NOT UNDERMINE EXISTING PAVEMENT TO REMAIN.
3. SAWCUT EDGE OF EXISTING PAVEMENT FOR NEW PAVEMENT TO ADJOIN TO.
4. REMOVE/MODIFY EXISTING FENCE AS NEEDED.
5. EXISTING SEPTIC TANK TO BE LOCATED AND REMOVED, OR ABANDONED AND FILLED WITH CONCRETE. COORDINATE WITH HEALTH DEPARTMENT.

SITE KEY:

- (A) EXISTING HOUSE TO REMAIN.
- (B) EXISTING PAVEMENT TO REMAIN.
- (C) EXISTING FENCE TO REMAIN.

SITE STATISTICS

TOTAL AREA: ..... 33.47 ACRES
ZONE:
EXISTING: ..... R-3 CITY
PROPOSED: ..... R-1C & R-3 CITY

ZONE R-3 REQUIREMENTS

MINIMUM LOT SIZE	9,000 S.F.
MINIMUM LOT WIDTH	80 FT.
MINIMUM FRONT YARD	25 FT.
MINIMUM EACH SIDE YARD	8 FT.
MINIMUM REAR YARD	25 FT.
MAXIMUM LOT COVERAGE	40%
MAXIMUM HEIGHT OF BLDG. *	70 FT.

* SEE ZONING REGULATIONS.

ZONE R-1C REQUIREMENTS

MINIMUM LOT SIZE	10,000 S.F.
MINIMUM LOT WIDTH	80 FT.
MINIMUM FRONT YARD	40 FT.
MINIMUM EACH SIDE YARD	10 FT.
MINIMUM REAR YARD	25 FT.
MAXIMUM LOT COVERAGE	35%
MAXIMUM HEIGHT OF BUILDING	35 FT.

* SEE ZONING REGULATIONS.

UTILITY NOTE:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, KENTUCKY ONE CALL SAFELY (K.O.B.U.) (TOLL FREE PHONE NO. 1-800-752-8007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

UNDERGROUND UTILITIES

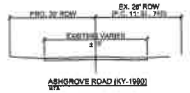
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORD DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

F.E.M.A. FLOOD HAZARD AREA

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FEMA FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL 21112C0060D, DATED DECEMBER 21, 2017.

SURVEY NOTE:

THESE PLANS DO NOT CONSTITUTE A BOUNDARY SURVEY AND ARE NOT INTENDED FOR LAND TRANSFER. THEY DO NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE SOLE PURPOSE OF THIS SHEET IS FOR USE IN OBTAINING A BUILDING PERMIT.

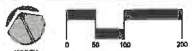


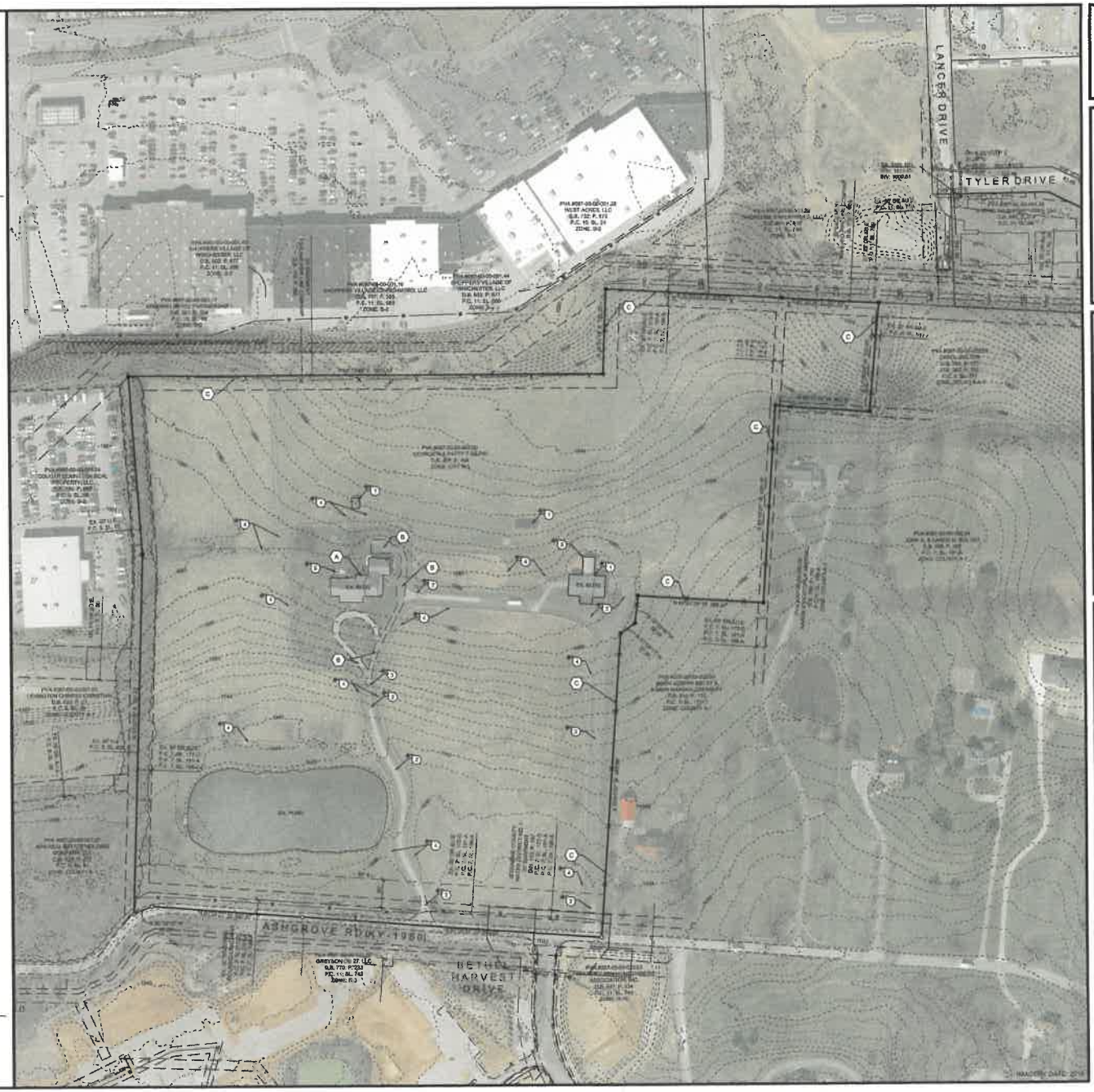
BENCHMARK

NOTE: ALL ELEVATIONS ARE BASED ON KENTUCKY SINGLE ZONE STATE PLANE COORDINATE SYSTEM DERIVED FROM A GPS SURVEY.

EXISTING CONDITIONS PLAN

SCALE: 1"=100'-0"





STATE OF KENTUCKY
AUSTIN D. SWINEY
36606
LICENSED PROFESSIONAL ENGINEER
6/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1550 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

EXISTING CONDITIONS & DEMO PLAN

BANKS
1211 JESSAMINE STATION | NICHOLASVILLE, KY | 859.881.5020 | BANKSENGINEERING.NET

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JOB 23153
DRAWN ADS/KLH
CHECKED JCB

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Drawing: 23153_01_Building Conditions.dwg

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STREET NOTES FOR NICHOLASVILLE KENTUCKY:

1. SUBGRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GENERAL SPECIFICATIONS. (PARAGRAPH 2.01.03 OF THE SUBDIVISION REGULATIONS) AND SHALL BE APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE PRIOR TO PLACING ANY STONE.
2. STANDARD BOX CURB AND GUTTER SHALL CONFORM TO THE DETAILS IN THE GENERAL SPECIFICATIONS. LIMESTONE SUBGRADE FOR CURB AND GUTTER SHALL BE INSTALLED OR REMOVED TO ENSURE UNIFORM CONTROL JOINTS SHALL BE SAWED TRANSVERSELY AT 25 FOOT INTERVALS TO A MINIMUM DEPTH OF 2 INCHES IMMEDIATELY AFTER FINISHING OPERATIONS. ADDITIONAL EXPANSION JOINTS SHALL BE INSTALLED AT 25 FOOT INTERVALS TO A MINIMUM DEPTH OF 2 INCHES IMMEDIATELY PRIOR TO PLACING CONCRETE AGAINST ANY FIXED STRUCTURE SUCH AS INLETS, MANHOLES, HEADWALLS, ETC. ALL EXPANSION JOINTS SHALL BE FILLED WITH PREFORMED EXPANSION JOINT FILLER MATERIAL.
3. THE STREET BASE SHALL CONSIST OF THE FOLLOWING:
   A) THE FIRST LIFT OF STONE SHALL CONSIST OF 4 INCHES OF COMPACTED DENSE GRADED AGGREGATE BASE STONE (DGABS) AS SPECIFIED IN SECTION 805 OF THE KENTUCKY TRANSPORTATION CABINET STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND WRITTEN TEST RESULTS SUBMITTED TO THE CITY PRIOR TO PLACING THE SECOND LIFT OF STONE.
   B) THE SECOND LIFT OF STONE SHALL CONSIST OF 4 INCHES OF COMPACTED DENSE GRADED AGGREGATE BASE STONE (DGABS) AS SPECIFIED IN SECTION 805 OF THE KENTUCKY TRANSPORTATION CABINET STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND WRITTEN TEST RESULTS SUBMITTED TO THE CITY PRIOR TO PLACING SURFACE MATERIAL.
4. BINDER COURSE SHALL CONSIST OF ONE 2 INCH LAYER COMPACTED DENSITY OF CLASS I BITUMINOUS BINDER COMPACTED THICKNESS OF 2-1/2 INCHES, UNLESS OTHERWISE NOTED.
5. WEARING SURFACE SHALL CONSIST OF ONE 1 INCH LAYER COMPACTED DENSITY OF CLASS I BITUMINOUS BINDER COMPACTED THICKNESS OF 2-1/2 INCHES, UNLESS OTHERWISE NOTED.
6. WEARING SURFACE SHALL BE AT LEAST 4-1/2 INCHES THICK, 5 FEET WIDE, WITH EXPANSION JOINTS AT 100 FOOT INTERVALS. CONSTRUCTION JOINTS SHALL BE PLACED AT EXISTING TIE-INS AND AT ALL STREET INTERSECTIONS.
7. THE AREA BETWEEN THE SIDEWALK AND CURB SHALL BE BACKFILLED TO A UNIFORM GRADE WITH TOPSOIL. FINAL GRADE SHALL NOT BE LOWER THAN A ONE BETWEEN THE TOP OF THE CURB AND THE SIDEWALK.

GENERAL NOTES FOR NICHOLASVILLE KENTUCKY:

1. REFER TO THE STRUCTURE OF CONSTRUCTION NOTE ON THE COVER SHEET FOR MATERIALS.
2. ANY CHANGES FROM THE APPROVED PLANS SHALL BE SUBMITTED IN WRITING TO AND APPROVED BY THE NICHOLASVILLE PLANNING COMMISSION PRIOR TO THE WORK BEING DONE.

INFRASTRUCTURE FIELD ADJUSTMENT NOTE

ALL PROPOSED INFRASTRUCTURE SHOWN ON THESE PLANS IS SUBJECT TO FIELD ADJUSTMENT AS NECESSARY TO ENSURE PROPER FUNCTION AND CONSTRUCTABILITY. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION. ENGINEER SHALL BE NOTIFIED OF ANY FIELD ADJUSTMENTS TO THESE STRUCTURES TO MATCH CONSTRUCTED FIELD CONDITIONS AT NO ADDITIONAL COST TO THE OWNER. ALL ADJUSTMENTS SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION AND SHALL BE RECORDED TO MATCH CONSTRUCTED FIELD CONDITIONS.

ADA RAMP NOTE

ALL ADA RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE STANDARDS.

LOT 12 & 13 ACCESS NOTE:

LOT 13 SHALL BE ACCESSED ONLY FROM THE INTERNAL STREET. LOT 12 SHALL BE ACCESSED ONLY FROM ASHGROVE ROAD. LOT 12 & 13 SHARE THE ACCESS POINT ALONG ASHGROVE ROAD, BUT SHALL ONLY HAVE ONE ACCESS POINT.

PLAN KEY

(A) 36" X 24" METES STOP SIGN ON BREAKAWAY POST.
(B) END CURB AT R.O.W.

PAVEMENT SECTION NOTE:

PAVEMENT SECTIONS SHOWN HEREON ARE THE MINIMUM ALLOWABLE. THE GEOTECHNICAL REPORT SHALL BE USED TO REVIEW THE GEOTECHNICAL REPORT PRIOR TO BEGINNING CONSTRUCTION. ANY DEVIATIONS FROM THE GEOTECHNICAL RECOMMENDATIONS PROVIDED THEREIN, IN THE EVENT OF DISCREPANCIES OVER THESE PLANS, THE GEOTECHNICAL REPORT SHALL GOVERN.

CUL-DE-SAC DETAIL
NTS

SECTION "A-A"
NTS

SECTION "B-B"
NTS

EDGE KEY DETAIL
NTS

ASPHALT PAVE COURSE
ASPHALT BASE COURSE
D.G.A. STONE BASE - GEOTECHNICAL REPORT SUBGRADE
REMOVE EXISTING ASPHALT PAVEMENT AS REQUIRED TO ACHIEVE PROPOSED GRADE
EXISTING ASPHALT PAVEMENT
EXISTING CONCRETE CURB AND GUTTER
EXISTING CONCRETE SIDEWALK
EXISTING ASPHALT PAVEMENT
EXISTING CONCRETE CURB AND GUTTER
EXISTING CONCRETE SIDEWALK
EXISTING ASPHALT PAVEMENT
EXISTING CONCRETE CURB AND GUTTER
EXISTING CONCRETE SIDEWALK
EXISTING ASPHALT PAVEMENT
EXISTING CONCRETE CURB AND GUTTER
EXISTING CONCRETE SIDEWALK

ASHGROVE RD (KY-1980)
EX. POND
STREET A
GRAPHIC SCALE
1 inch = 50 feet

STREET A

SHEET	DATE: 09/23/2024
04	REVISED
JOB 23153	1
DRAWN ADS/KJH	2
CHECKED JDB	3
	4
	5

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1211 JESSAMINE STATION | NICHOLASVILLE, KY | 859.881.6020 | BANKSENGINEERING.NET

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

ROADWAY PLAN & PROFILE

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

COMMONWEALTH OF KENTUCKY
JOSEPH D. BANKS
36566
LICENSED PROFESSIONAL ENGINEER
9/23/2024

Kentucky 811
The New Look For Digging Safely in Kentucky
Dial 811 Before You Dig

KENTUCKY UNDERGROUND PROTECTION INC.

KENTUCKY STATE LAW REQUIRES CONTRACTORS TO CALL TWO BUSINESS DAYS PRIOR TO DIGGING, CALL 811 OR 1-800-752-5007 FOR A LOCATOR REQUEST. ANY ORGANIZATIONS THAT ARE NOT A PART OF KUP INC. SHALL BE CONTACTED INDIVIDUALLY.

UTILITY NOTE:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY DIG SAFELY (K.D.S.)" (TOLL FREE PHONE NO. 1-800-752-5007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

UNDERGROUND UTILITIES

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORD DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

GENERAL NOTES:

1. SEE BEST MANAGEMENT PRACTICES PLAN FOR ADDITIONAL EROSION CONTROL INFORMATION AND DETAILS.
2. ALL UTILITIES TO REMAIN ARE TO BE PROTECTED THROUGHOUT ALL CONSTRUCTION ACTIVITIES. ALL UTILITIES TO BE REMOVED OR CAPPED TO BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANY AND GOVERNING AGENCY HAVING JURISDICTION.
3. ALL ITEMS TO BE REMOVED AND NOT BEING TURNED OVER TO OWNER TO BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF IN A LEGAL LANDFILL.
4. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL PERMITS RELATED TO THE REMOVAL OF DEMOLITION ITEMS.
5. SPOT ELEVATIONS FOR BOTTOM OF CURB (BC) ARE AT THE GUTTER LINE, ADD 0.5' FOR TOP OF CURB UNLESS NOTED OTHERWISE.
6. THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS ARE NOT TO BE CONSIDERED ALL INCLUSIVE. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL AND SEDIMENT FROM LEAVING THE SITE. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY THE CONTRACTOR FOLLOWING INSPECTIONS.

GRADING AND EROSION CONTROL NOTES:

1. NO GRADING SHALL COMMENCE UNTIL THE SOIL EROSION CONTROL AND SILT CONTROL PLANS ARE APPROVED BY THE NECESSARY GOVERNING AUTHORITY AND A GRADING PERMIT IS OBTAINED BY THE CONTRACTOR. ANY REVISIONS OR CHANGES MUST BE APPROVED BY THE AGENCY OR ENTITY REGULATING THESE DOCUMENTS.
2. PRIOR TO ANY GRADING, CONTRACTOR SHALL INSTALL ALL SILT CONTROL MEASURES. THIS INCLUDES ALL SILT FENCES, BASINS AND/OR ROCK BLANKETS. UPON COMPLETION OF THE CONSTRUCTION OF EROSION CONTROL MEASURES, REVEGETATION MEASURES SHALL COMMENCE IMMEDIATELY. THE CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL STRUCTURES, AND KEEPING THEM FREE OF TRASH AND DEBRIS, THROUGHOUT THE DURATION OF THE PROJECT, INCLUDING THE BUILDING PHASE.
3. IMMEDIATELY UPON COMPLETION OF SILT DAMS THE CONTRACTOR SHALL RESEED & MULCH BACK SLOPES WITH KY. D.O.T. MIXTURE NO. 1 (405 KY. 31 FESCUE, 7% CREEPING RED FESCUE, 7% RED TOP, 4% WHITE DUTCH CLOVER, 7% PERENNIAL RYEGRASS AND 30% ANNUAL RYEGRASS). ALL WORK TO BE IN CONFORMANCE WITH KENTUCKY BEST MANAGEMENT PRACTICES FOR CONSTRUCTION MANUAL.
4. SILT CHECKS SHALL COMPLY WITH DETAILS SHOWN ON THE BMP SHEET.
5. SILT FENCES SHALL COMPLY WITH DETAILS SHOWN ON THE BMP SHEET.
6. ALL SEEDING AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE "KENTUCKY BEST MANAGEMENT PRACTICES MANUAL" UNLESS OTHERWISE NOTED.
7. ALL DISTURBED AREAS THAT REMAIN INACTIVE FOR MORE THAN 21 DAYS SHALL BE STABILIZED BY SEEDING, SODDING, MULCHING, OR COVERING BY OTHER EQUIVALENT EROSION CONTROL AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THE PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
8. TOPSOIL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCES, RESEEDED AND PLACED WHERE SOIL EROSION WOULD BE CONTROLLED BY THE RESPECTIVE BASINS.
9. SILT SHALL BE CLEANED OUT OF THE SILT CHECK DAMS WHEN AND AS NOTED ON PLANS OR AT THE INSPECTORS REQUEST.
10. SILT FENCES SHALL BE CLEANED OUT AND REPAIRED WHEN THEY BECOME 1/3 FULL.
11. AFTER EVERY RAIN IN EXCESS OF 0.5", SILT CHECK DAMS SHALL BE INSPECTED, CLEANED AND REPAIRED IF NECESSARY.
12. IF GRADING OCCURS DURING WINTER MONTHS THE USE OF WINTER WHEAT SHOULD BE CONSIDERED.
13. GEOTECHNICAL ENGINEER OR THEIR PERSONNEL SHALL INSPECT, TEST AND CERTIFY PAD CONSTRUCTION WHENEVER ANY WORK IS BEING PERFORMED.
14. CONTRACTOR TO CONSTRUCT FILL IN A MAXIMUM OF 8" LIFTS BE TWEEN COMPACTING WITH A MINIMUM OF 98% PROCTOR, THE FILL SHALL BE OF COMPACTED CLAY AND THE ENDS SHALL BE KEYED INTO GOOD CLAY MATERIAL.
15. ALL SLOPES SHALL BE IN ACCORDANCE WITH APPROVED CITY OF NICHOLASVILLE STANDARDS.
16. ALL AREAS STEEPER THAN 3:1 SHALL BE MULCHED AND STAKED AND/OR STAPLED INTO SOIL.
17. THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTENANCE OF THE SILT CONTROL MEASURES UPON COMPLETION OF CONSTRUCTION.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONSTRUCTION ENTRANCES AND PUBLIC STREETS FREE FROM MUD, DIRT, DEBRIS, ETC.
19. THE CONTRACTOR SHALL SURROUND EACH STORM INLET WITH A SILT FENCE WITH WIRE BACKING THEN WITH STAKED HAY BALES. BAGS OR WATTLES MAY BE USED FOR DROP INLETS WITHIN PAVEMENT AREAS.
20. CONTRACTOR TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION FOR UTILITY LOCATION.
21. THE CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 50' X 20' IN SIZE, AND BE CONSTRUCTED WITH 6" OF NO. 3 STONE ON FILTER FABRIC IN ACCORDANCE WITH CHAPTER 4, SECTION 1 OF THE "BEST MANAGEMENT PRACTICES" MANUAL. THE ENTRANCE SHALL BE MAINTAINED AT ALL TIMES, AND BE INSPECTED DAILY TO INSURE THAT IT REMAINS FREE OF MUD AND RIPS AT LEAST 0.5' BELOW THE UPPER EDGE OF THE EXISTING ENTRANCE.
22. SHOULD THE CONTRACTOR ENCOUNTER ROCK DURING EXCAVATION, THE ROCK SHALL BE REMOVED TO A MINIMUM OF 12 INCHES BELOW THE SUBGRADE.
23. HANDICAP SIDEWALK RAMPS SHALL BE CONSTRUCTED PER ADA STANDARDS.
24. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (E.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION.
25. PAVEMENT DESIGN TO BE PERFORMED BY A GEOTECHNICAL AND/OR STRUCTURAL ENGINEER. FOUNDATION DESIGN TO BE PERFORMED BY A STRUCTURAL ENGINEER.
26. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION.
27. EXISTING UTILITIES ARE LOCATED USING THE BEST INFORMATION AVAILABLE. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL UTILITIES PRIOR TO DIGGING. DAMAGE TO EXISTING UTILITIES IS TO BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
28. ALL STORM SEWER INLETS, BOTH EXISTING AND PROPOSED, DIRECTLY INTERCEPTING STORM WATER AS A RESULT OF THIS DEVELOPMENT SHALL BE EQUIPPED WITH INLET PROTECTION IN ACCORDANCE WITH THE BMP PLAN.
29. NO GUTTER LINE OR DRAINAGE SWALE SHALL BE LESS THAN 0.50% SLOPE. CONTRACTOR RESPONSIBLE FOR ENSURING THAT THE SITE DRAINS PROPERLY. NO PONDING IS ALLOWED.
30. SLOPE OF GUTTERS (PERPENDICULAR TO CURB) WITHIN THE SITE SHALL MATCH THE SLOPE OF THE ADJACENT PAVEMENT TO ALLOW FOR PROPER DRAINAGE.
31. MAX SIDE SLOPE IS TWO (2) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL (2H:1V). GREATER THAN OR EQUAL TO 3H:1V SLOPES ARE DESIRED.
32. SANITARY WASTE FACILITIES, CONCRETE WASHOUT, AND FUEL STORAGE (INCLUDING SECONDARY CONTAINMENT) SHALL BE LOCATED ON THESE PLANS ONCE IN PLACE.
33. REFER TO THE KENTUCKY EROSION AND SEDIMENT CONTROL (EPSC) GUIDE AND THE CITY OF NICHOLASVILLE BEST MANAGEMENT PRACTICES (BMP) MANUAL FOR ADDITIONAL INFORMATION ON EROSION CONTROL.

EROSION CONTROL LEGEND

SYMBOL		DESCRIPTION
SF	1	SILT FENCE
	2	ROCK CHECK DAM
	3	DRAINAGE SWALE
	4	CURB AND DROP BOX INLET PROTECTION
	5	PIPE INLET PROTECTION
	6	CONCRETE WASH PIT
	7	CONSTRUCTION ENTRANCE

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Drawing: 23163_06_Grading Plan.dwg

MATCHLINE - SHEET 5B

ASHGROVE RD (KY-1980)

BETHEL HARVEST WAY

EX. POND
BASIN #3

EXISTING POND TO REMAIN, CONTRACTOR TO USE EXTRA CAUTION FOR RUNOFF/SILT CONTROL AROUND POND. USE SEDIMENT TRAPS AND DIVERSION DITCHES AS NEEDED.

BASIN #3 EMERGENCY SPILLWAY (SEE DETAIL THIS SHEET)

TURF REINFORCEMENT MATTING (TRM) TYPE 1

F.F.B. DITCH W/ TRM TYPE 1

F.F.B. DITCH @ 1.00%

MIN. 20' X 50'

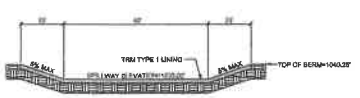
MATCH EXISTING EDGE OF PAVEMENT ELEVATION

BLDG. 13
6 - 2 BR UNITS
F.F.E.=1041.00

BLDG. 12
6 - 2 BR UNITS
F.F.E.=1042.00

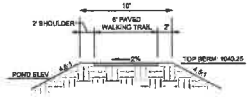
REMOVE, ADJUST AS NEEDED TO PROVIDE A SMOOTH TRANSITION TO NEW PAVEMENT

BASIN #3 EMERGENCY SPILLWAY

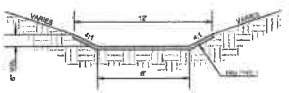


BASIN #3 EMERGENCY SPILLWAY

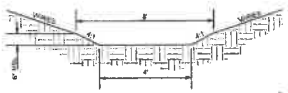
SECTION A-A (BASIN #1 BERM)



SECTION B-B (8' FB DITCH)



SECTION C-C (4' FB DITCH)



GRAPHIC SCALE
1 inch = 50 feet

AUSTIN O. SWINEY 36806 LICENSED PROFESSIONAL ENGINEER
8/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

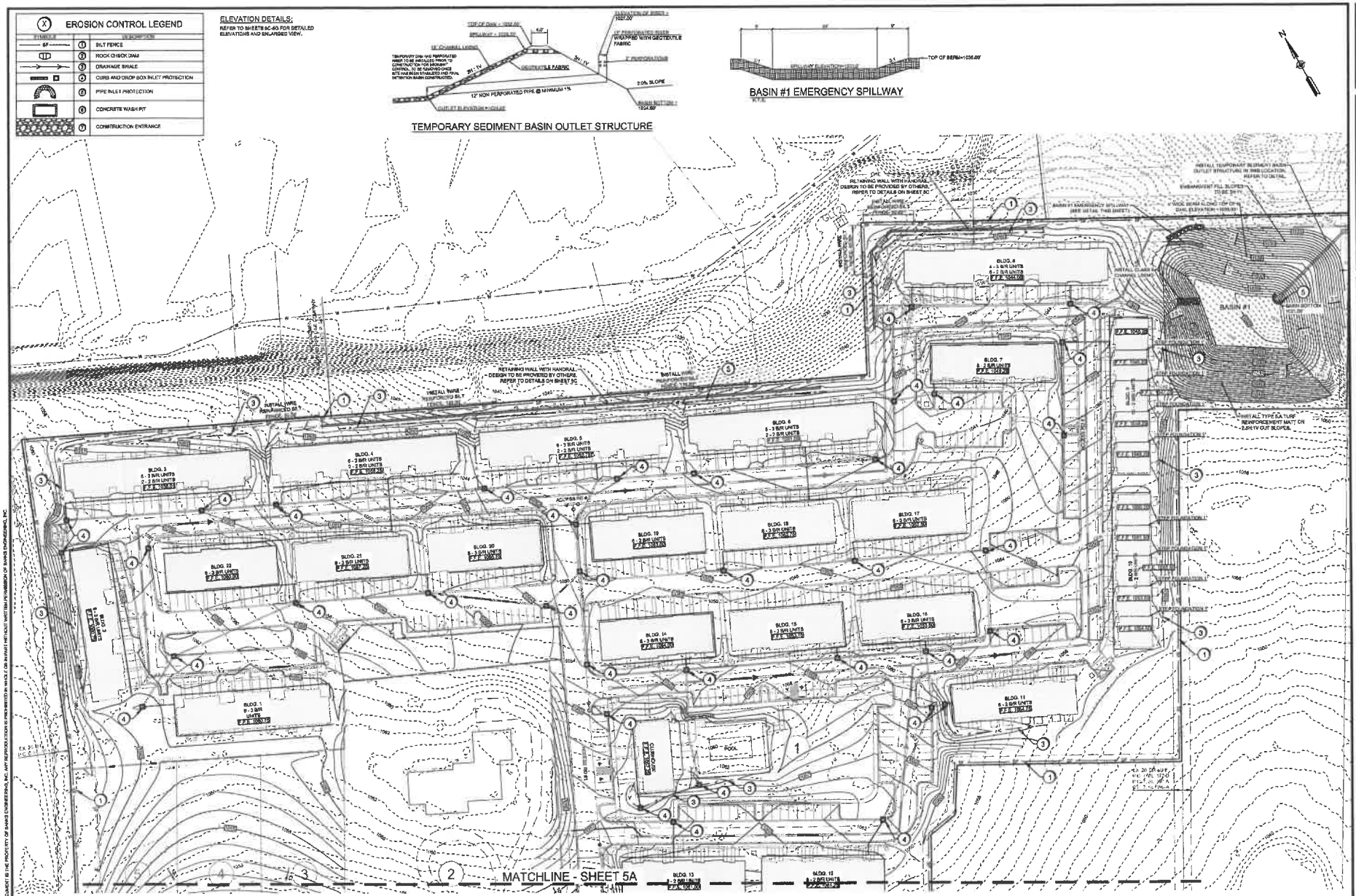
DEVELOPER
MARIAN DEVELOPMENT
1001 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 186-A
1850 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

GRADING PLAN & EROSION CONTROL PLAN

BANKS
ENGINEERING
1011 RESEARCH STATION | NICHOLASVILLE, KY | 859.887.2020 | BANKSENGINEERING.NET

DATE	08/23/2024					
SHEET	5A	REVISION	1	2	3	4	5
JOB#	23163					
DRAWN	ADS/KJH					
CHECKED	JDB					



AUSTIN D. SWINEY 36806 LICENSED PROFESSIONAL ENGINEER
06/29/2024

OWNER
ASHGROVE FARMS, LLC
7301 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1550 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

GRADING PLAN & EROSION CONTROL PLAN

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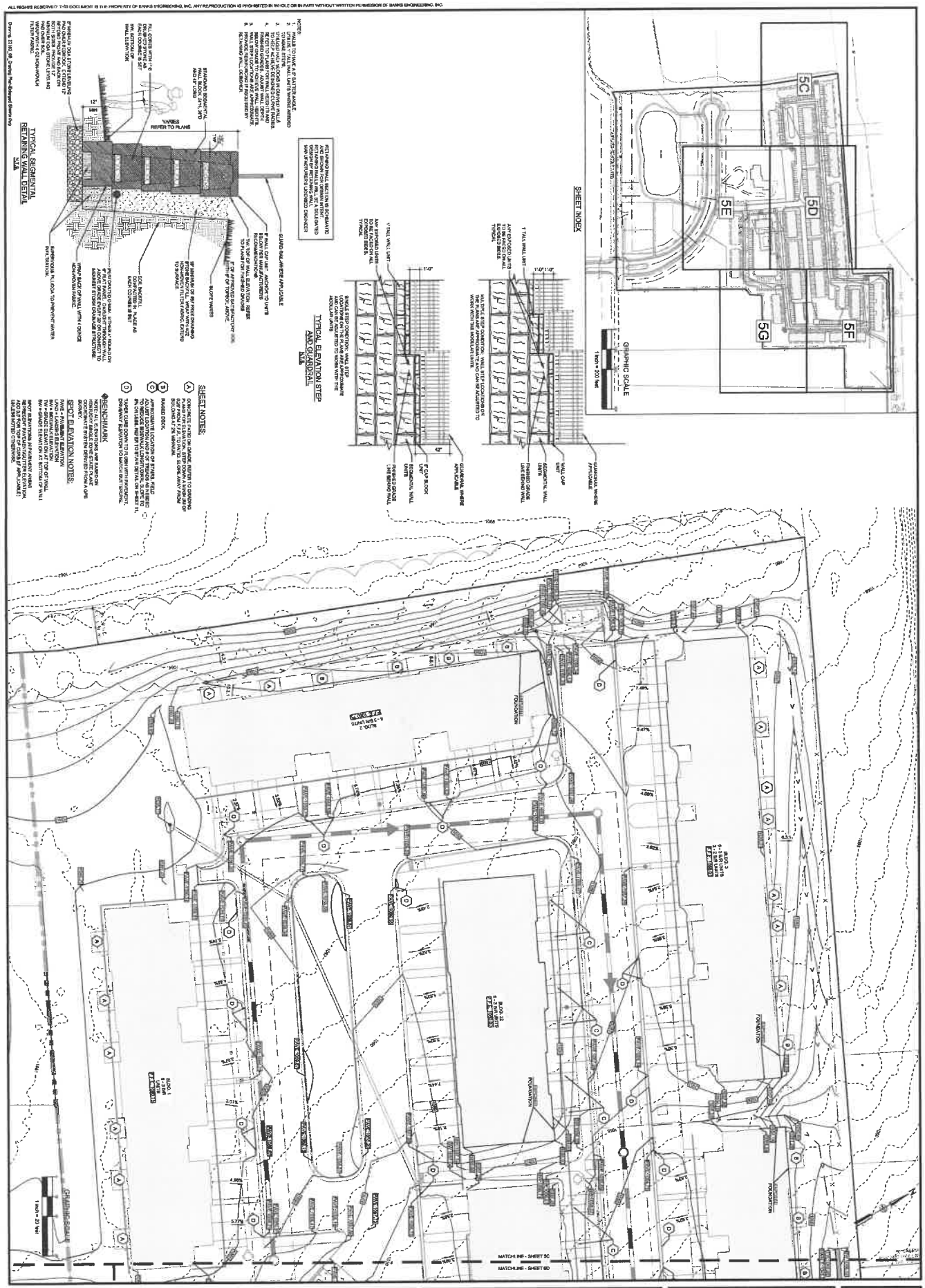
SHEET	DATE	REVISED
5B	06/29/2024	1 2 3 4 5

JOB# 23153
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Drawing: 23153_05_Grading Plan.dwg

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TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

ENLARGED GRADING PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

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SHEET	5D
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TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

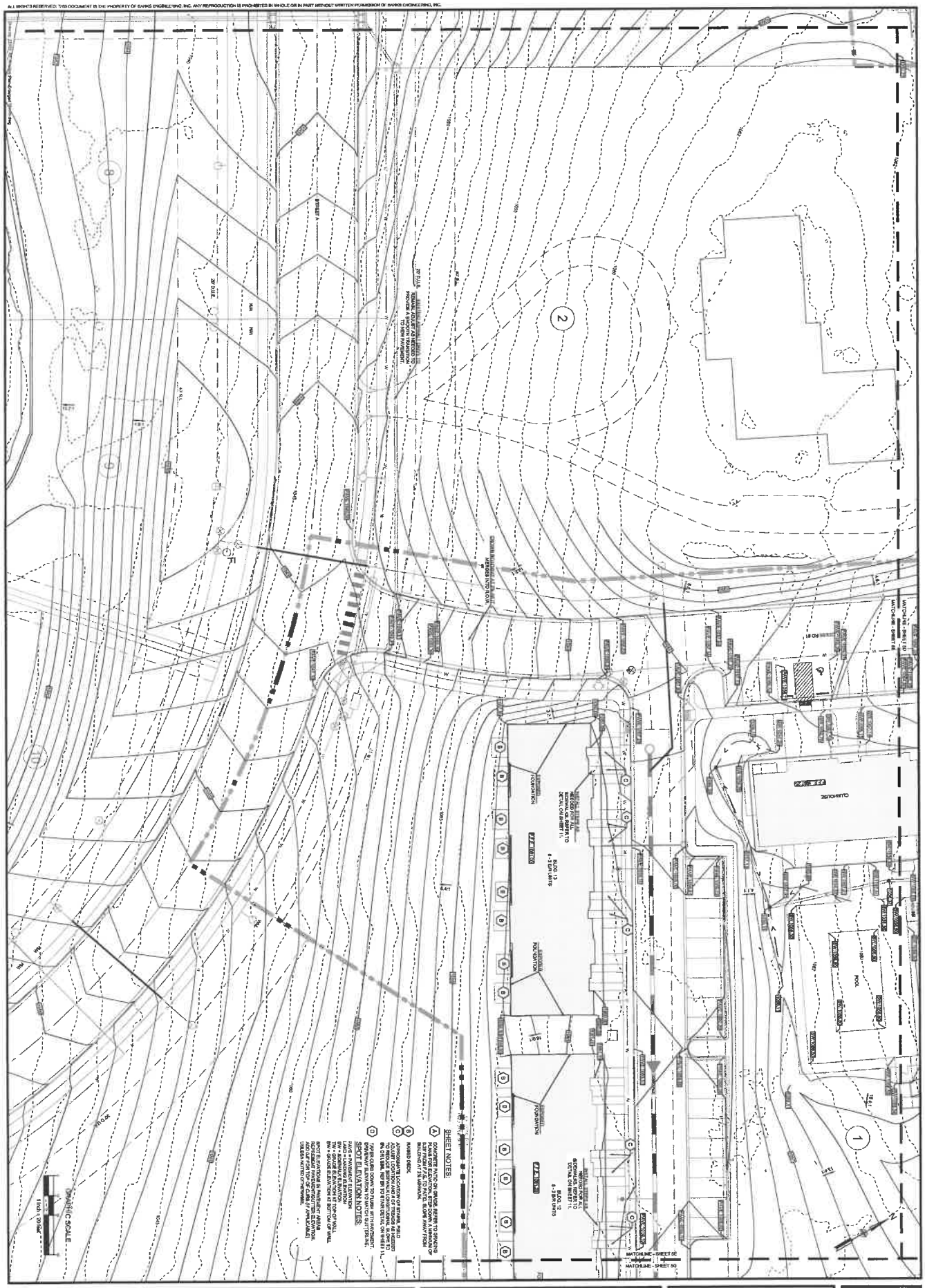
ENLARGED GRADING PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

COMMONWEALTH OF KENTUCKY
AUSTIN O. BYRNEY
19969
LICENSED PROFESSIONAL ENGINEER
9/23/2024

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5E	REVISED
JOB# 23153	1
DRAWN ADS/KJH	2
CHECKED JDB	3
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BANKS
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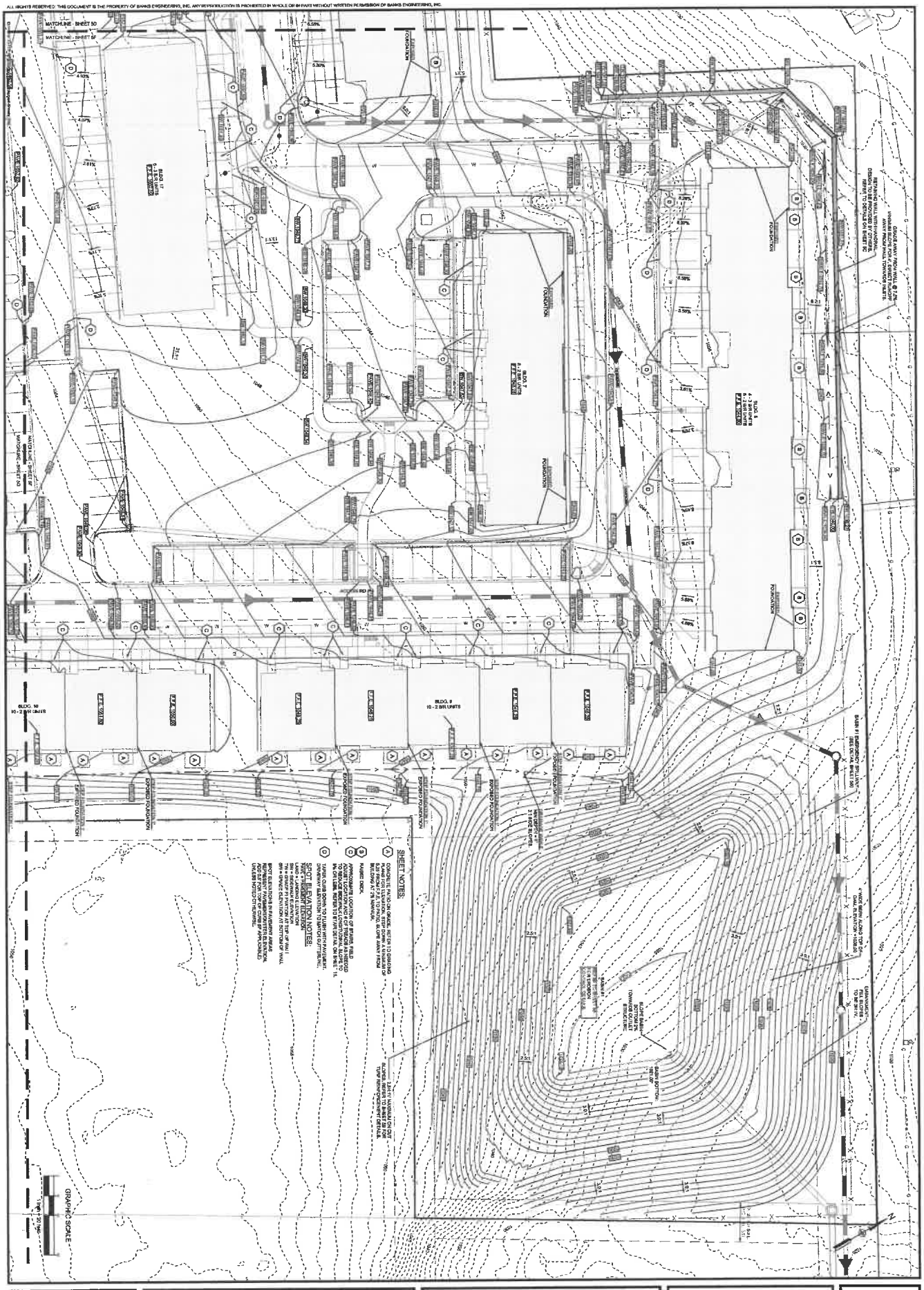
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

ENLARGED GRADING PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

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SHEET	DATE
5F	08/23/2024
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JOB# 23153	1
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CHECKED JDB	3
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TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1060 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

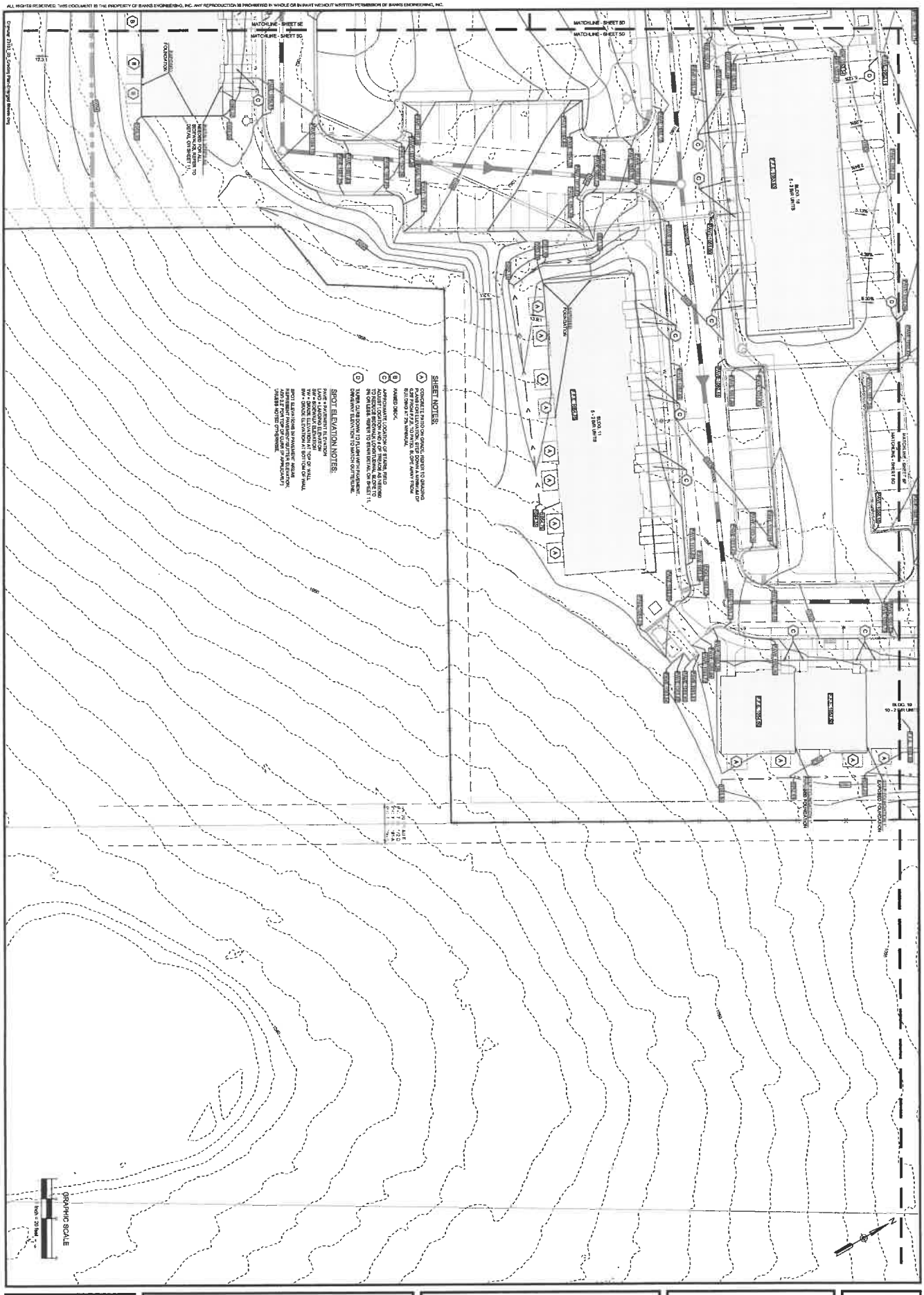
ENLARGED GRADING PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

COMMONWEALTH OF KENTUCKY
JOHN D. BANKS
20090
LICENSED PROFESSIONAL ENGINEER
08/23/2024

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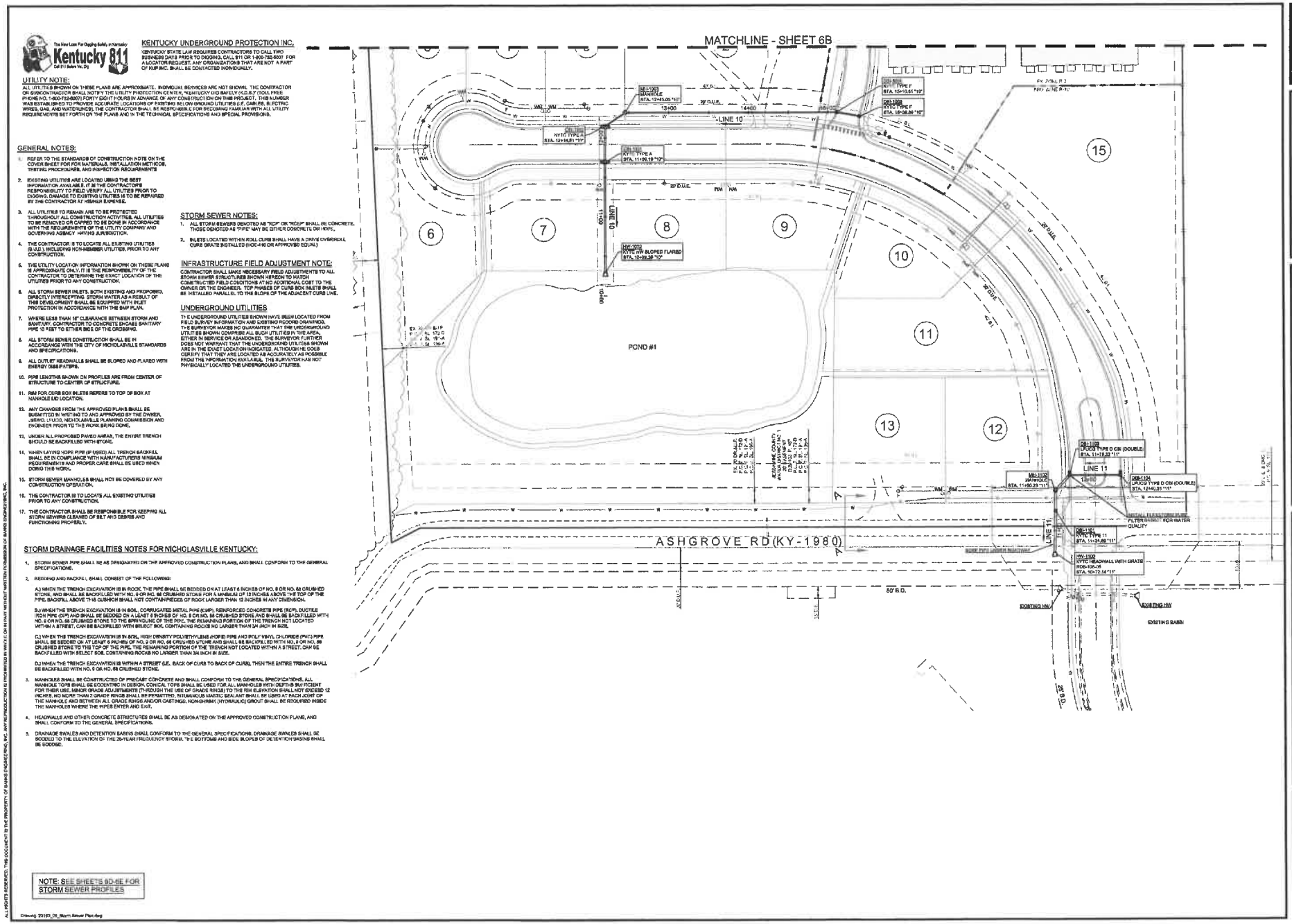
BANKS
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TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

ENLARGED GRADING PLAN

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206



Kentucky 811 — The New Law For Digging Safely in Kentucky — 811 Before You Dig

KENTUCKY UNDERGROUND PROTECTION INC.

KENTUCKY STATE LAW REQUIRES CONTRACTORS TO CALL TWO BUSINESS DAYS PRIOR TO DIGGING, CALL 811 OR 1-800-752-6007 FOR A LOCATOR REQUEST. ANY ORGANIZATIONS THAT ARE NOT A PART OF KUPI INC. SHALL BE CONTACTED INDIVIDUALLY.

UTILITY NOTE:

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GENERAL NOTES:

1. REFER TO THE STANDARDS OF CONSTRUCTION NOTE ON THE COVER SHEET FOR FOR MATERIALS, INSTALLATION METHODS, TESTING PROCEDURES, AND INSPECTION REQUIREMENTS
2. EXISTING UTILITIES ARE LOCATED USING THE BEST INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL UTILITIES PRIOR TO DIGGING. DAMAGE TO EXISTING UTILITIES IS TO BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
3. ALL UTILITIES TO REMAIN ARE TO BE PROTECTED THROUGHOUT ALL CONSTRUCTION ACTIVITIES. ALL UTILITIES TO BE REMOVED OR CAPPED TO BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANY AND GOVERNING AGENCY HAVING JURISDICTION.
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5. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION.
6. ALL STORM SEWER INLETS, BOTH EXISTING AND PROPOSED, DIRECTLY INTERCEPTING STORM WATER AS A RESULT OF THIS DEVELOPMENT SHALL BE EQUIPPED WITH INLET PROTECTION IN ACCORDANCE WITH THE SWP PLAN.
7. WHERE LESS THAN 18" CLEARANCE BETWEEN STORM AND SANITARY, CONTRACTOR TO CONCRETE ENCASE SANITARY PIPE 10 FEET TO EITHER SIDE OF THE CROSSING.
8. ALL STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF NICHOLASVILLE'S STANDARDS AND SPECIFICATIONS.
9. ALL OUTLET HEADWALLS SHALL BE SLOPED AND FLARED WITH ENERGY DISSIPATERS.
10. PIPE LENGTHS SHOWN ON PROFILES ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
11. RIM FOR CURB BOX INLETS REFERS TO TOP OF BOX AT MANHOLE LID LOCATION.
12. ANY CHANGES FROM THE APPROVED PLANS SHALL BE SUBMITTED IN WRITING TO AND APPROVED BY THE OWNER, JSEWD, LFUCG, NICHOLASVILLE PLANNING COMMISSION AND ENGINEER PRIOR TO THE WORK BEING DONE.
13. UNDER ALL PROPOSED PAVED AREAS, THE ENTIRE TRENCH SHOULD BE BACKFILLED WITH STONE.
14. WHEN LAYING HDPE PIPE (IF USED) ALL TRENCH BACKFILL SHALL BE IN COMPLIANCE WITH MANUFACTURERS MINIMUM REQUIREMENTS AND PROPER CARE SHALL BE USED WHEN DOING THIS WORK.
15. STORM SEWER MANHOLES SHALL NOT BE COVERED BY ANY CONSTRUCTION OPERATION.
16. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL STORM SEWERS CLEANED OF SILT AND DEBRIS AND FUNCTIONING PROPERLY.

STORM SEWER NOTES:

1. ALL STORM SEWERS DENOTED AS "RCP" OR "RCCP" SHALL BE CONCRETE. THOSE DENOTED AS "PIPE" MAY BE EITHER CONCRETE OR HDPE.
2. INLETS LOCATED WITHIN ROLL CURB SHALL HAVE A DRIVE OVER ROLL CURB GRATE INSTALLED (HOE-416 OR APPROVED EQUAL)

INFRASTRUCTURE FIELD ADJUSTMENT NOTE:

CONTRACTOR SHALL MAKE NECESSARY FIELD ADJUSTMENTS TO ALL STORM SEWER STRUCTURES SHOWN HEREON TO MATCH CONSTRUCTED FIELD CONDITIONS AT NO ADDITIONAL COST TO THE OWNER OR THE ENGINEER. TOP PHASES OF CURB BOX INLETS SHALL BE INSTALLED PARALLEL TO THE SLOPE OF THE ADJACENT CURB LINE.

UNDERGROUND UTILITIES

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORD DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

STORM DRAINAGE FACILITIES NOTES FOR NICHOLASVILLE KENTUCKY:

1. STORM SEWER PIPE SHALL BE AS DESIGNATED ON THE APPROVED CONSTRUCTION PLANS, AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS.
2. BEDDING AND BACKFILL SHALL CONSIST OF THE FOLLOWING:

   A.) WHEN THE TRENCH EXCAVATION IS IN ROCK, THE PIPE SHALL BE BEDDED ON AT LEAST 6 INCHES OF NO. 8 OR NO. 68 CRUSHED STONE, AND SHALL BE BACKFILLED WITH NO. 8 OR NO. 68 CRUSHED STONE FOR A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE PIPE. BACKFILL ABOVE THIS CUSHION SHALL NOT CONTAIN PIECES OF ROCK LARGER THAN 12 INCHES IN ANY DIMENSION.

   B.) WHEN THE TRENCH EXCAVATION IS IN SOIL, CORRUGATED METAL PIPE (CMP), REINFORCED CONCRETE PIPE (RCP), DUCTILE IRON PIPE (DIP) AND SHALL BE BEDDED ON A LEAST 6 INCHES OF NO. 8 OR NO. 68 CRUSHED STONE AND SHALL BE BACKFILLED WITH NO. 8 OR NO. 68 CRUSHED STONE TO THE SPRINGLINE OF THE PIPE. THE REMAINING PORTION OF THE TRENCH NOT LOCATED WITHIN A STREET, CAN BE BACKFILLED WITH SELECT SOIL CONTAINING ROCKS NO LARGER THAN 3/4 INCH IN SIZE.

   C.) WHEN THE TRENCH EXCAVATION IS IN SOIL, HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND POLY VINYL CHLORIDE (PVC) PIPE SHALL BE BEDDED ON AT LEAST 6 INCHES OF NO. 8 OR NO. 68 CRUSHED STONE AND SHALL BE BACKFILLED WITH NO. 8 OR NO. 68 CRUSHED STONE TO THE TOP OF THE PIPE. THE REMAINING PORTION OF THE TRENCH NOT LOCATED WITHIN A STREET, CAN BE BACKFILLED WITH SELECT SOIL CONTAINING ROCKS NO LARGER THAN 3/4 INCH IN SIZE.

   D.) WHEN THE TRENCH EXCAVATION IS WITHIN A STREET (I.E., BACK OF CURB TO BACK OF CURB), THEN THE ENTIRE TRENCH SHALL BE BACKFILLED WITH NO. 8 OR NO. 68 CRUSHED STONE.
3. MANHOLES SHALL BE CONSTRUCTED OF PRECAST CONCRETE AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS. ALL MANHOLE TOPS SHALL BE ECCENTRIC IN DESIGN, CONICAL TOPS SHALL BE USED FOR ALL MANHOLES WITH DEPTHS SUFFICIENT FOR THEIR USE. MINOR GRADE ADJUSTMENTS (THROUGH THE USE OF GRADE RINGS) TO THE RIM ELEVATION SHALL NOT EXCEED 12 INCHES. NO MORE THAN 2 GRADE RINGS SHALL BE PERMITTED. BITUMINOUS MASTIC SEALANT SHALL BE USED AT EACH JOINT OF THE MANHOLE AND BETWEEN ALL GRADE RINGS AND/OR CASTINGS. NON-SHRINK (HYDRAULIC) GROUT SHALL BE REQUIRED INSIDE THE MANHOLES WHERE THE PIPES ENTER AND EXIT.
4. HEADWALLS AND OTHER CONCRETE STRUCTURES SHALL BE AS DESIGNATED ON THE APPROVED CONSTRUCTION PLANS, AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS.
5. DRAINAGE SWALES AND DETENTION BASINS SHALL CONFORM TO THE GENERAL SPECIFICATIONS. DRAINAGE SWALES SHALL BE SODDED TO THE ELEVATION OF THE 25-YEAR FREQUENCY STORM. THE BOTTOMS AND SIDE SLOPES OF DETENTION BASINS SHALL BE SODDED.

NOTE: SEE SHEETS 6D-6E FOR STORM SEWER PROFILES

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Drawing: 23153_06_Storm Sewer Plan.dwg

STATE OF KENTUCKY — AUSTIN D SWINEY — 34606 — LICENSED PROFESSIONAL ENGINEER — 9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299
DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

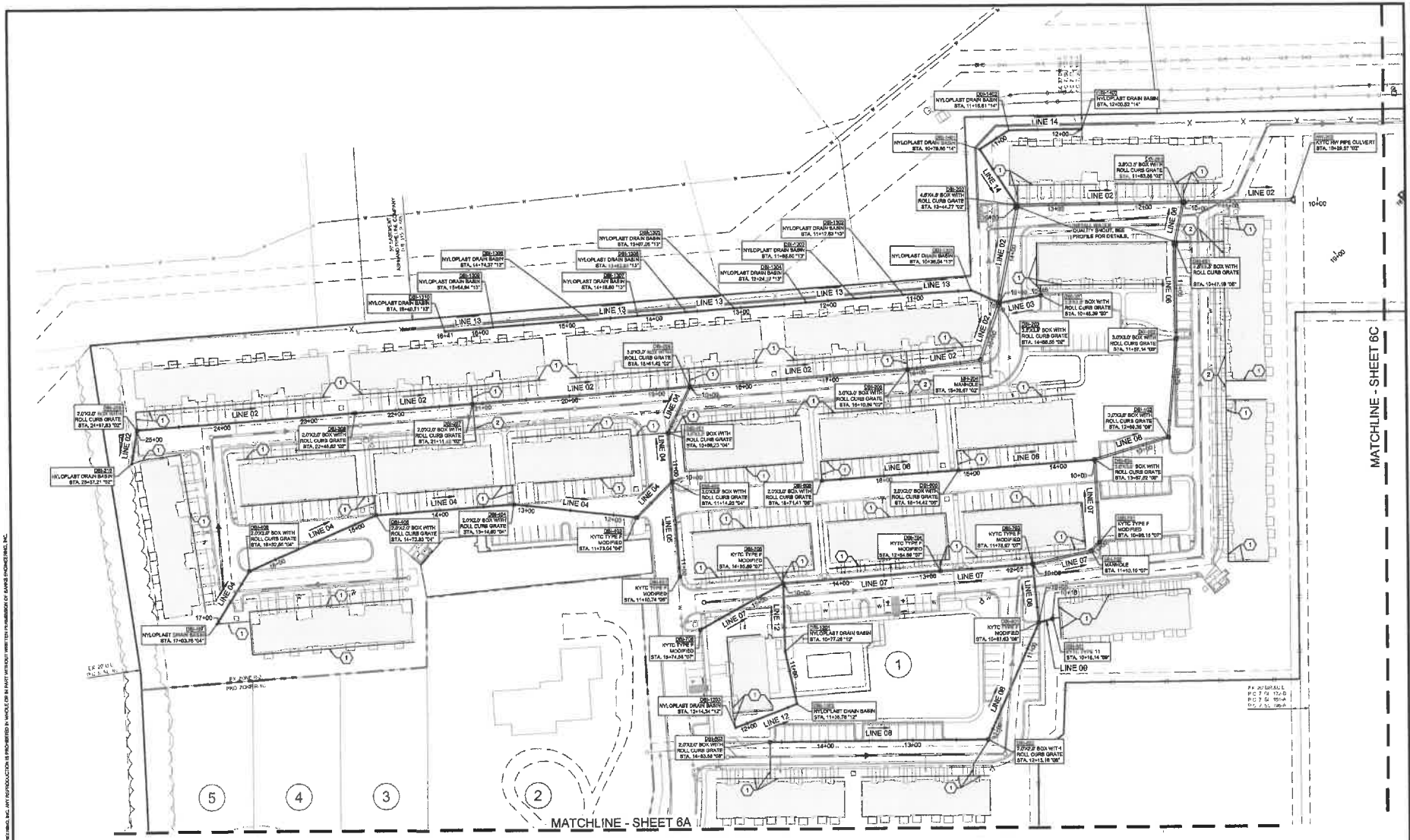
TRACT I-A
GEORGEN N. & PATTY T. GILPIN PROPERTY
PLAT CABINET J, SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

STORM SEWER PLAN

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JOB# 23153
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STORM SEWER PLAN

SCALE: 1"=50'-0"

NORTH 0 25 50 100

ROOF DRAIN NOTES:

1. DOWNSPOUT COLLECTOR LINES ARE SHOWN AS THE DESIGN INTENT TO COLLECT AND ROUTE ROOF DRAINAGE. ALTHOUGH THEY ARE NOT REQUIRED, THEY ARE STRONGLY RECOMMENDED. INSTALLATION IS UP TO THE OWNERS DISCRETION. SPLASH BLOCKS SHALL BE INSTALLED FOR ALL DOWNSPOUTS THAT DO NOT TIE INTO A COLLECTOR LINE. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS.
2. REFER TO ARCHITECTURAL DRAWINGS FOR THE EXACT QUANTITY AND LOCATION OF THE DOWNSPOUTS.
3. CONNECT ALL DOWNSPOUTS TO DOWNSPOUT BOOT AND STORM DRAINAGE SYSTEM PER DOWNSPOUT BOOT DETAILS. SIZE DOWNSPOUT BOOT ACCORDINGLY TO FIT DOWNSPOUT.
4. ALL ROOF DRAIN DOWNSPOUTS TO TIE INTO DOWNSPOUT COLLECTOR LINES AS SHOWN ON PLANS, MINIMUM 1% SLOPE.
5. PROVIDE CLEANOUTS AS INDICATED, OR AS REQUIRED, FOR ROOF DRAIN LINES PER CLEANOUT DETAILS.
6. EXTEND OR ADJUST DOWNSPOUT COLLECTOR LINES AS NEEDED DURING CONSTRUCTION TO ALIGN WITH DOWNSPOUT LOCATIONS.
7. REFER TO ARCHITECTURAL/PLUMBING PLANS FOR CONTINUATION OF DRAINAGE SYSTEM THROUGHOUT BUILDING IF APPLICABLE.

SHEET NOTES:

1. 8" HDPE DOWNSPOUT COLLECTOR PIPE TYPICAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONSTRUCT AT A MINIMUM SLOPE OF 0.5%. CONNECT TO STORM SEWER.
2. 12" HDPE DOWNSPOUT COLLECTOR PIPE TYPICAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONSTRUCT AT A MINIMUM SLOPE OF 0.5%. CONNECT TO STORM SEWER.

NOTE: SEE SHEETS 6D-6F FOR STORM SEWER PROFILES

STATE OF KENTUCKY — AUSTIN D. SWINEY — 36806 — LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1950 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

STORM SEWER PLAN

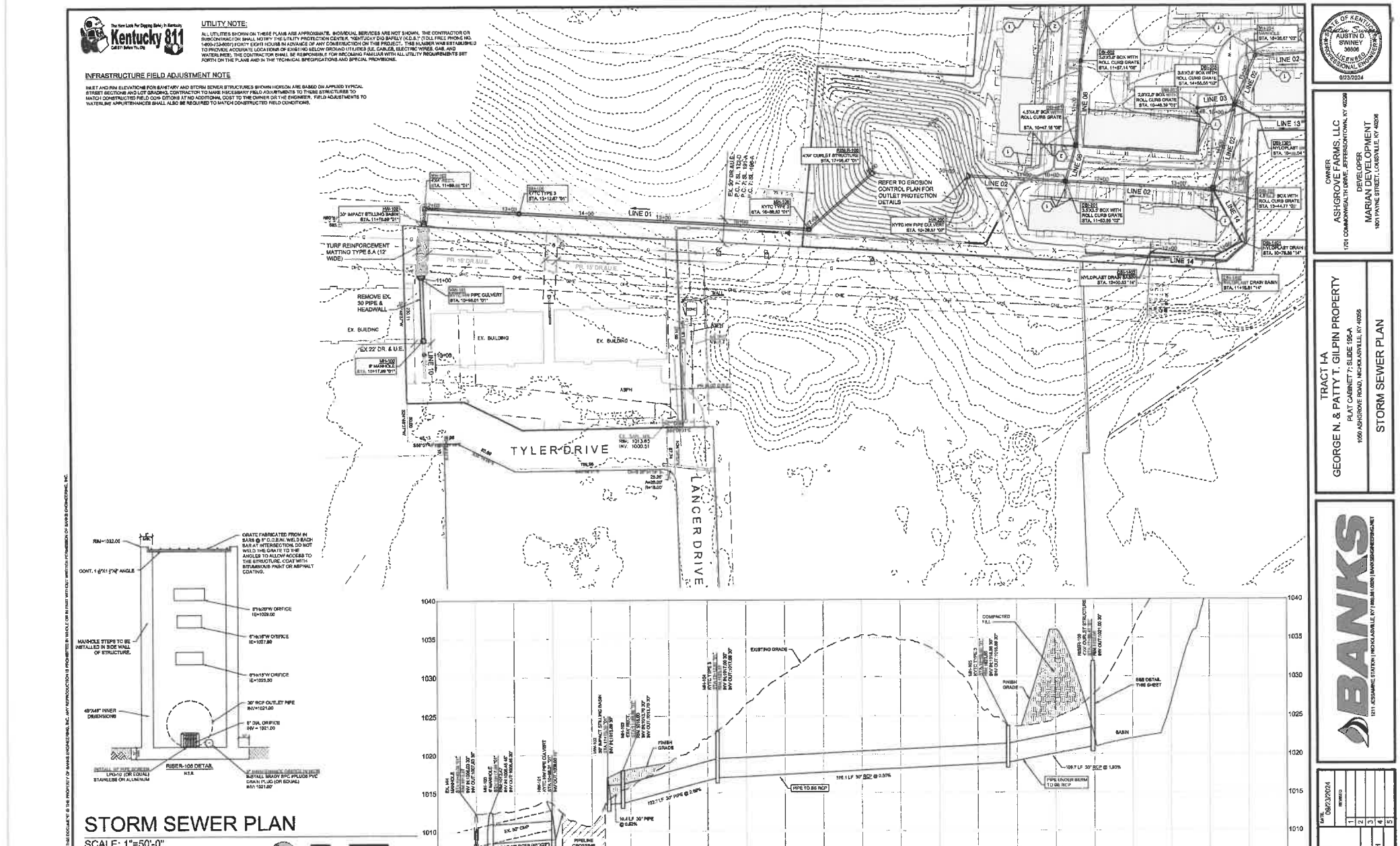
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UTILITY NOTE:
ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY DIG BAFELY (K.D.B.F." (TOLL FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THE PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.
INFRASTRUCTURE FIELD ADJUSTMENT NOTE
INLET AND RIM ELEVATIONS FOR SANITARY AND STORM SEWER STRUCTURES SHOWN HEREON ARE BASED ON APPLIED TYPICAL STREET SECTIONS AND LOT GRADING. CONTRACTOR TO MAKE NECESSARY FIELD ADJUSTMENTS TO THESE STRUCTURES TO MATCH CONSTRUCTED FIELD CONDITIONS AT NO ADDITIONAL COST TO THE OWNER OR THE ENGINEER. FIELD ADJUSTMENTS TO WATERLINE APPURTENANCES SHALL ALSO BE REQUIRED TO MATCH CONSTRUCTED FIELD CONDITIONS.
TYLER DRIVE
LANCER DRIVE
LINE 01
LINE 02
LINE 03
LINE 06
LINE 08
LINE 13
LINE 14
REFER TO EROSION CONTROL PLAN FOR OUTLET PROTECTION DETAILS
REMOVE EX. 30 PIPE & HEADWALL
YURF REINFORCEMENT MATTING TYPE 5.A (12' WIDE)
EX. BUILDING
EX 22' DR. & U.E.
EX. 30' DR.&U.E.
P.C. = SL 172.0
P.T. = SR 4
P.C. = SL 186.5
PR. 18" DR.&U.E.
ASPH
RIM= 1013.85
INV= 1000.51
RISER-105 DETAIL
N.T.S.
GRATE FABRICATED FROM #4 BARS @ 8" O.C.B.W. WELD EACH BAR AT INTERSECTION. DO NOT WELD THE GRATE TO THE ANGLES TO ALLOW ACCESS TO THE STRUCTURE. COAT WITH BITUMINOUS PAINT OR ASPHALT COATING.
MANHOLE STEPS TO BE INSTALLED IN SIDE WALL OF STRUCTURE.
48"X48" INNER DIMENSIONS
30" RCP OUTLET PIPE INV=1021.00
8" DIA. ORIFICE INV = 1021.00
INSTALL 90° PIPE ADAPTER LPADI-10 (OR EQUAL) STAINLESS OR ALUMINUM
BUTTALL BRADY SPC #PLUG8 PVC DRAIN PLUG (OR EQUAL) INV= 1021.00
EXISTING GRADE
FINISH GRADE
COMPACTED F.I.
BASIN
PIPE TO BE RCP
PIPE UNDER BERM TO BE RCP
SEE DETAIL THIS SHEET
PROFILE VERTICAL SCALE: 1" = 5'
PROFILE HORIZONTAL SCALE: 1" = 50'
STORM SEWER PLAN
SCALE: 1"=50'-0"
NORTH
0 25 50 100
OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299
DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356
STORM SEWER PLAN
AUSTIN D. SWINNEY
36506
LICENSED PROFESSIONAL ENGINEER
STATE OF KENTUCKY
0/23/2024
BANKS
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SHEET 6C
DATE 08/23/2024
JOB 23153
DRAWN ADS/KLH
DESIGN JDB
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Drawing: 23153_06_Storm Sewer Plan.dwg

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STORM SEWER PROFILES

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299
DEVELOPER
MARIAN DEVELOPMENT
1001 PAYNE STREET, LOUISVILLE, KY 40206

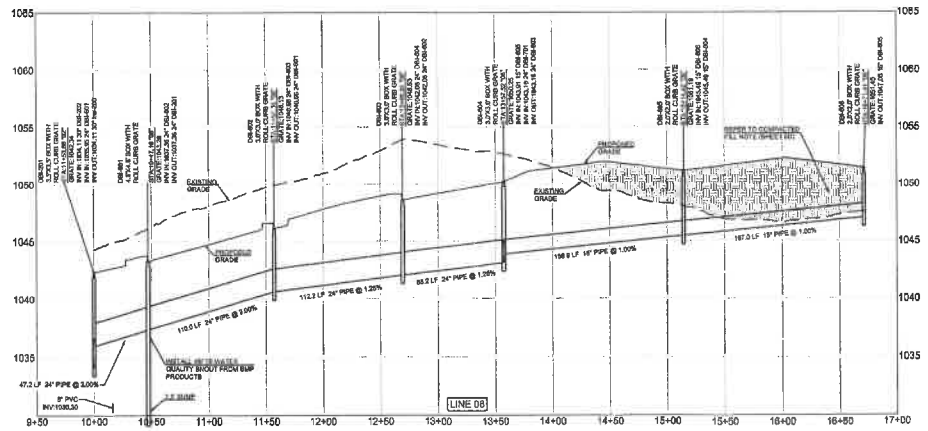
COMMONWEALTH OF KENTUCKY
JUSTIN D. BANKS
36098
LICENSED PROFESSIONAL ENGINEER
6/23/2024

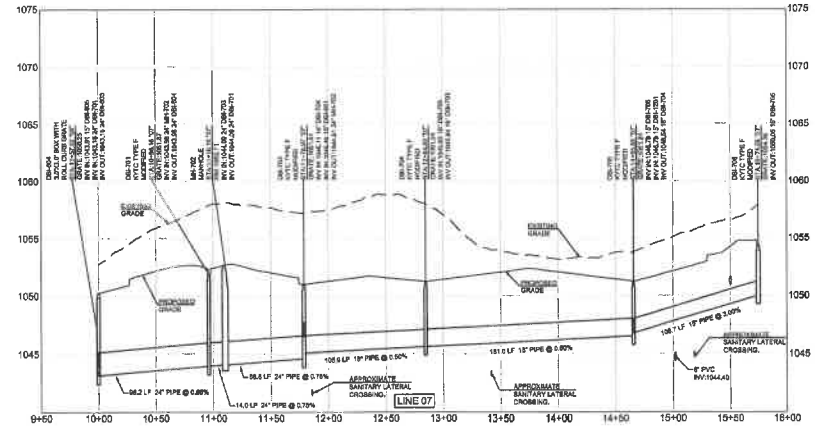
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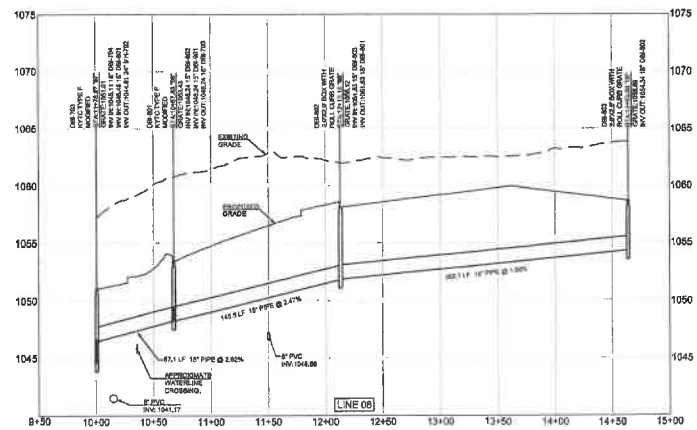
NOTE: SEE SHEETS 6A-6B FOR STORM SEWER PLAN VIEW

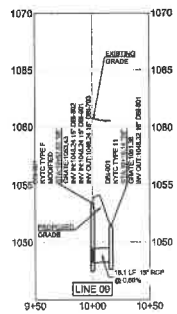
COMPACTED FILL NOTE:
CONTRACTOR TO PERFORM COMPACTION TESTING ON ENTIRETY TEST RESULTS OF FILL BELOW STORM AND SANITARY SEWER RUNS TO ENGINEER. REFER TO GRADING & EROSION CONTROL SHEET NOTES FOR COMPACTION SPECIFICATIONS.

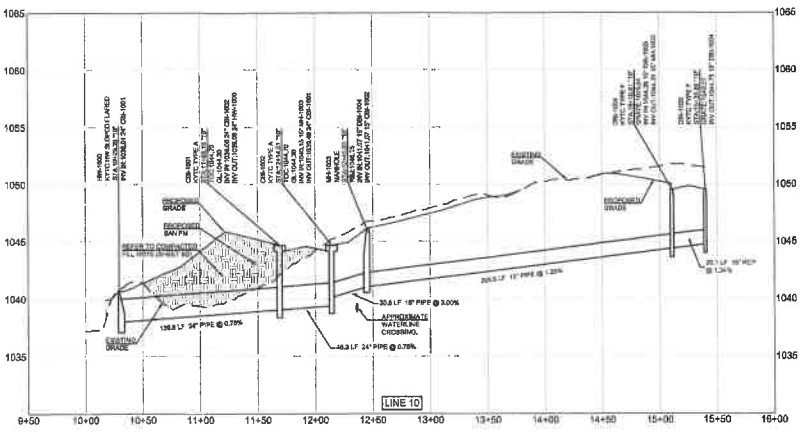
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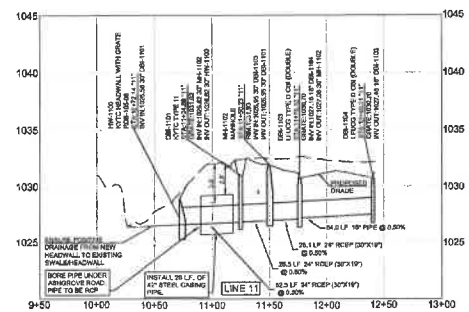


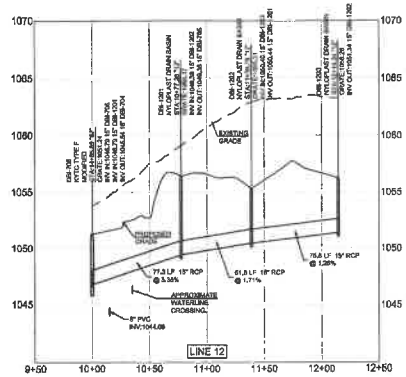


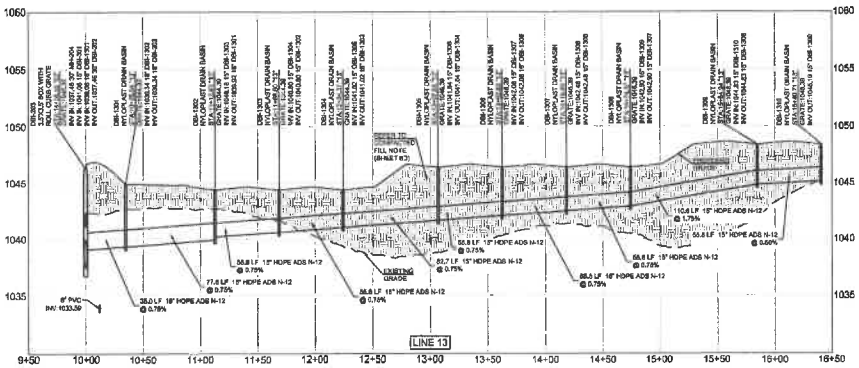












NOTE: SEE SHEETS 6A-6B FOR STORM SEWER PLAN VIEW

PROFILE VERTICAL SCALE: 1" = 5'
PROFILE HORIZONTAL SCALE: 1" = 50'

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STATE OF KENTUCKY
AUSTIN D. SWINEY
36606
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

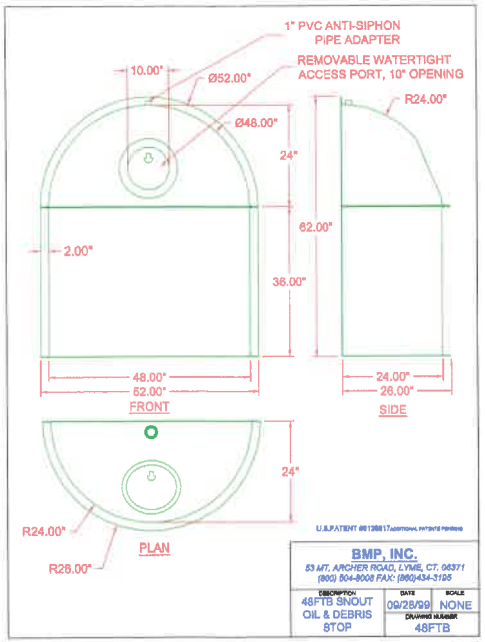
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 198-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

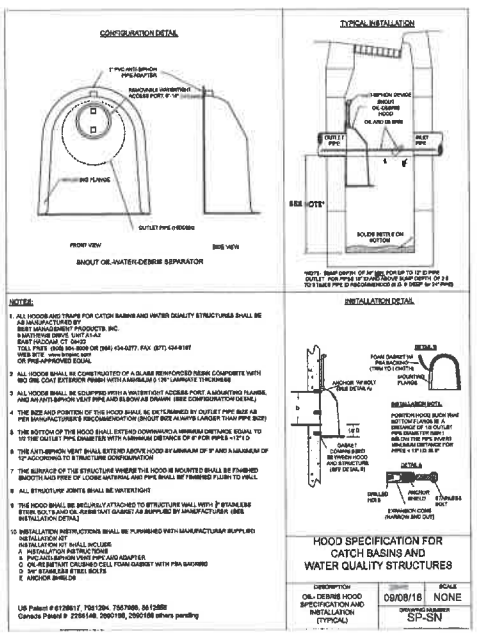
STORM SEWER PROFILES

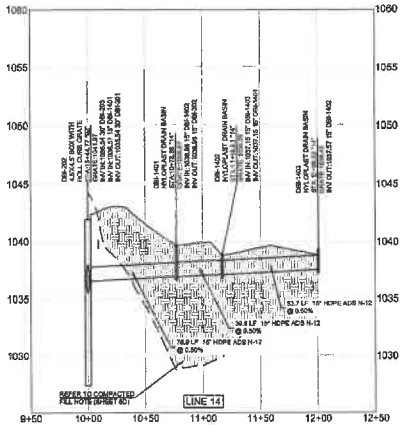
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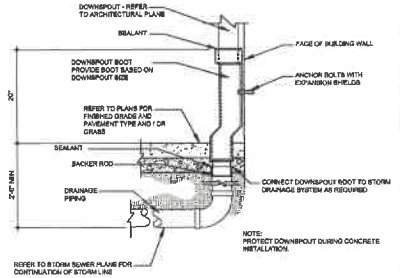
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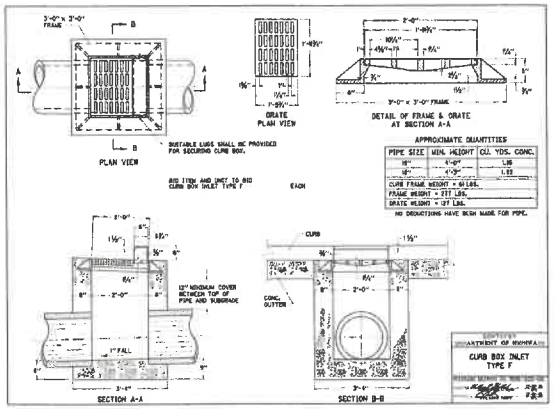
JOB 23153
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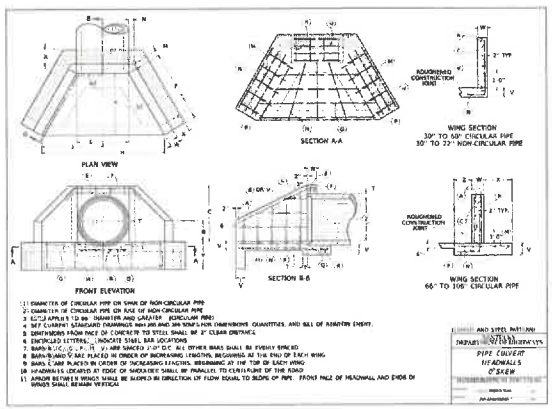


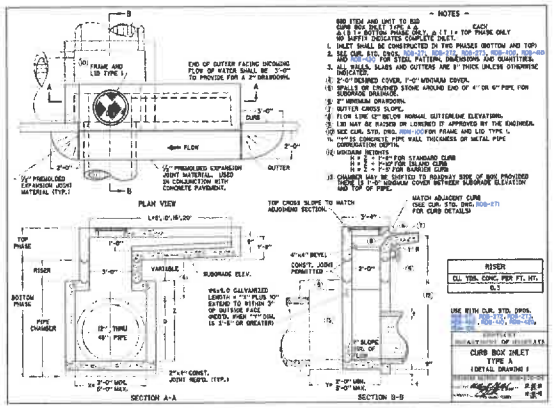


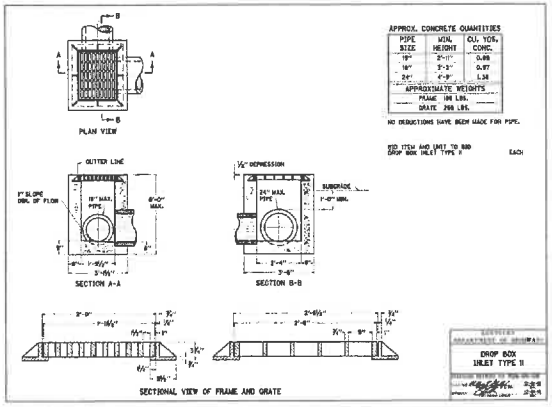












COMMONWEALTH OF KENTUCKY
AUSTIN D. SWINNEY
35306
LICENSED PROFESSIONAL ENGINEER
8/23/2024

OWNER
ASHGROVE FARMS, LLC
1761 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299
DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1060 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

STORM SEWER DETAILS

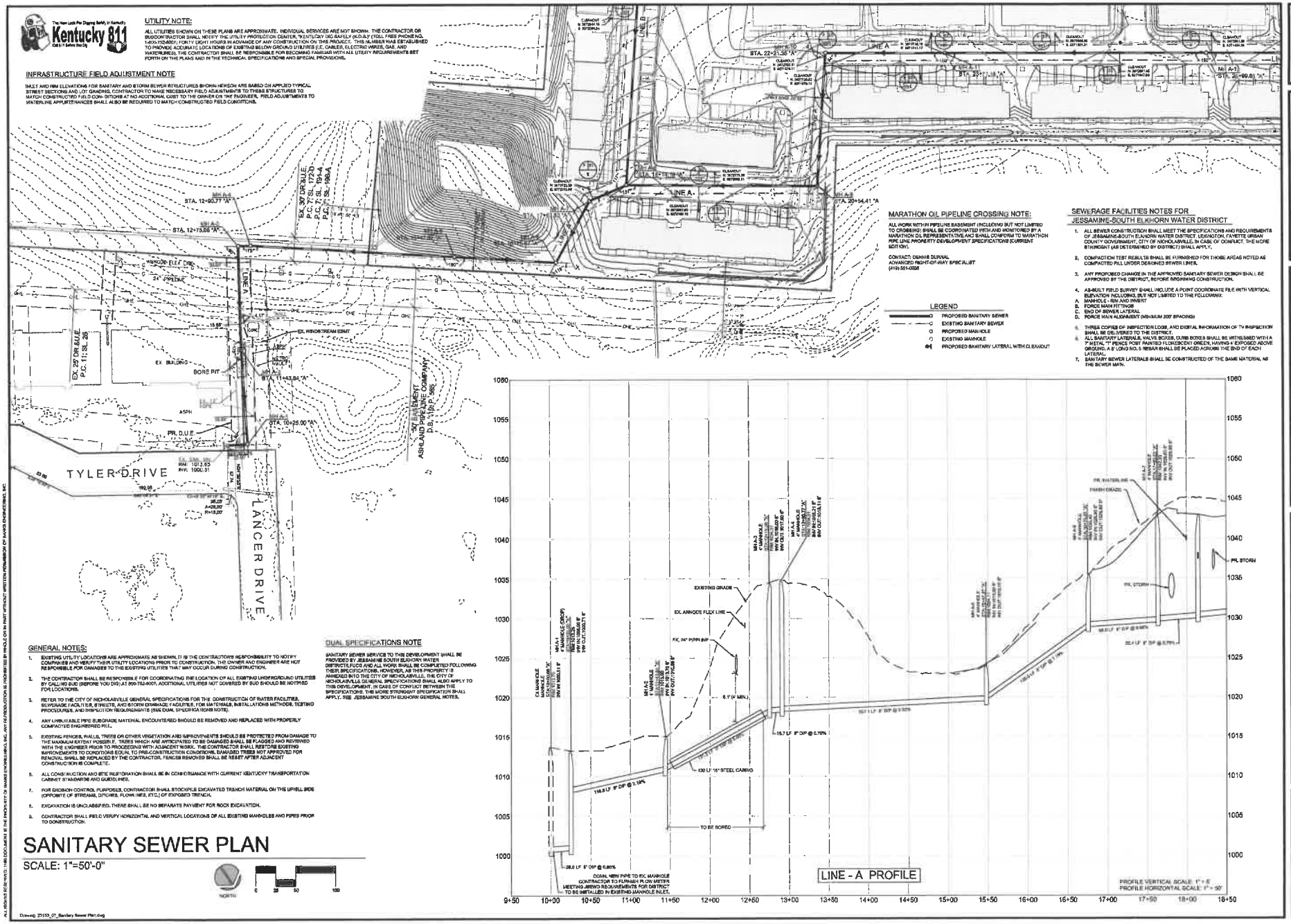
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SHEET	DATE	REVISED	1	2	3	4	5
6F	09/23/2024						

JOB# 23153
DRAWN: ADS/KJH
CHECKED: JDB

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Drawing: 23153_08_Storm Sewer Plan.dwg



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Drawing: 23153_07_Sanitary Sewer Plan.dwg

STATE OF KENTUCKY
LICENSED PROFESSIONAL ENGINEER
AUSTIN D. SWINEY
36806
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1001 PAYNE STREET, LOUISVILLE, KY 40206

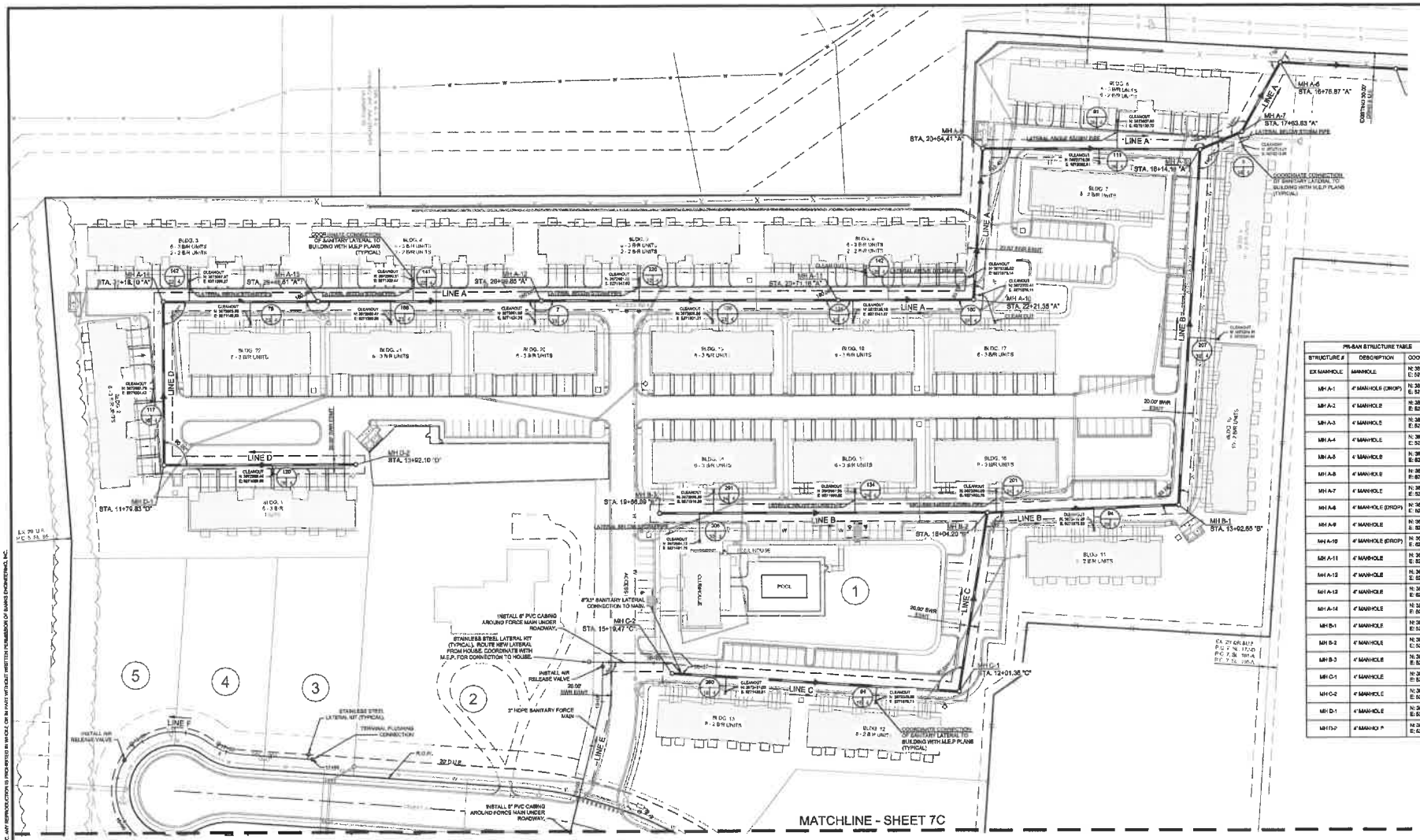
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1950 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

SANITARY SEWER PLAN

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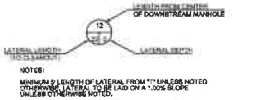
SHEET	DATE	REVISIONS
7A	09/23/2024	1 2 3 4 5

JOB 23153
DRAWN AJD/SNJH
CHECKED JDB



PR-BAN STRUCTURE TABLE		
STRUCTURE #	DESCRIPTION	COORDINATES
EX MANHOLE	MANHOLE	N: 3872814.83 E: 5272784.06
MH A-1	4' MANHOLE (DROP)	N: 3872834.39 E: 5273440.04
MH A-2	4' MANHOLE	N: 3872714.35 E: 5273666.08
MH A-3	4' MANHOLE	N: 3872664.81 E: 5273642.14
MH A-4	4' MANHOLE	N: 3872501.57 E: 5272857.82
MH A-5	4' MANHOLE	N: 3872136.08 E: 5272403.14
MH A-6	4' MANHOLE	N: 3872796.29 E: 5272231.26
MH A-7	4' MANHOLE	N: 3872257.85 E: 5272218.48
MH A-8	4' MANHOLE (DROP)	N: 3872740.00 E: 5271196.16
MH A-9	4' MANHOLE	N: 3872845.76 E: 5271925.49
MH A-10	4' MANHOLE (DROP)	N: 3872790.52 E: 5271871.14
MH A-11	4' MANHOLE	N: 3872758.73 E: 5271730.23
MH A-12	4' MANHOLE	N: 3872868.87 E: 5271440.96
MH A-13	4' MANHOLE	N: 3873018.15 E: 5271215.14
MH A-14	4' MANHOLE	N: 3873086.76 E: 5271063.76
MH B-1	4' MANHOLE	N: 3872988.31 E: 5271975.35
MH B-2	4' MANHOLE	N: 3873482.20 E: 5271781.02
MH B-3	4' MANHOLE	N: 3873840.85 E: 5271488.20
MH C-1	4' MANHOLE	N: 3873218.25 E: 5271886.31
MH C-2	4' MANHOLE	N: 3873476.19 E: 5271389.46
MH D-1	4' MANHOLE	N: 3873698.82 E: 5270985.56
MH D-2	4' MANHOLE P	N: 3873595.60 E: 5271179.72

LEGEND
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY FORCE MAIN
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED SANITARY LATERAL WITH CLEANOUT



NOTES:
MINIMUM 5' LENGTH OF LATERAL FROM "Y" UNLESS NOTED OTHERWISE. LATERAL TO BE LAID ON A 1.00% SLOPE UNLESS OTHERWISE NOTED.
SANITARY SEWER LATERALS SHALL BE CONSTRUCTED OUT OF THE SAME MATERIAL AS THE SEWER MAIN.
MANHOLES ARE 4' DIAMETER UNLESS OTHERWISE NOTED.

SEWER LATERAL DETAIL

SANITARY SEWER PLAN

SCALE: 1"=50'-0"

NORTH 0 50 100

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Drawing: 23153_07_Sanitary Sewer Planview

STATE OF KENTUCKY
AUSTIN D. SWINEY
39808
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

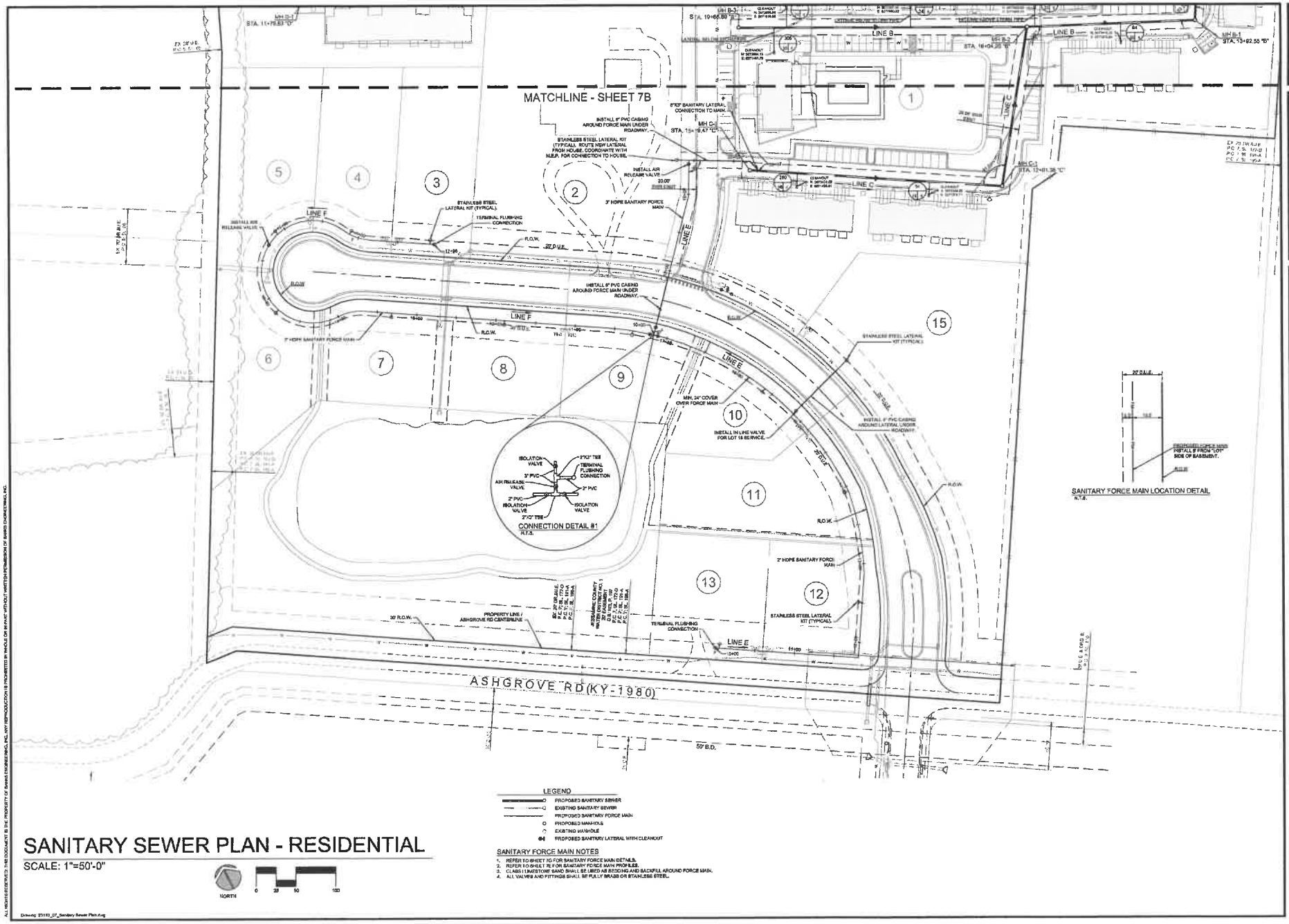
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

SANITARY SEWER PLAN

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SHEET	DATE	REVISED
7B	09/23/2024	1 2 3 4 5

JOB: 23153
DRAWN: AJD/KJH
DESIGN: JDB



SANITARY SEWER PLAN - RESIDENTIAL

SCALE: 1"=50'-0"

NORTH

0 25 50 100

LEGEND

- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY FORCE MAIN
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED SANITARY LATERAL WITH CLEANOUT

SANITARY FORCE MAIN NOTES

1. REFER TO SHEET 7C FOR SANITARY FORCE MAIN DETAILS.
2. REFER TO SHEET 7E FOR SANITARY FORCE MAIN PROFILES.
3. CLASS I LIMESTONE SAND SHALL BE USED AS BEDDING AND BACKFILL AROUND FORCE MAIN.
4. ALL VALVES AND FITTINGS SHALL BE FULLY BRASS OR STAINLESS STEEL.

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Drawing: 23153_07_Sanitary Sewer Plan.dwg

STATE OF KENTUCKY
AUSTIN D. SWINEY
36808
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE - JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1301 PAYNE STREET, LOUISVILLE, KY 40206

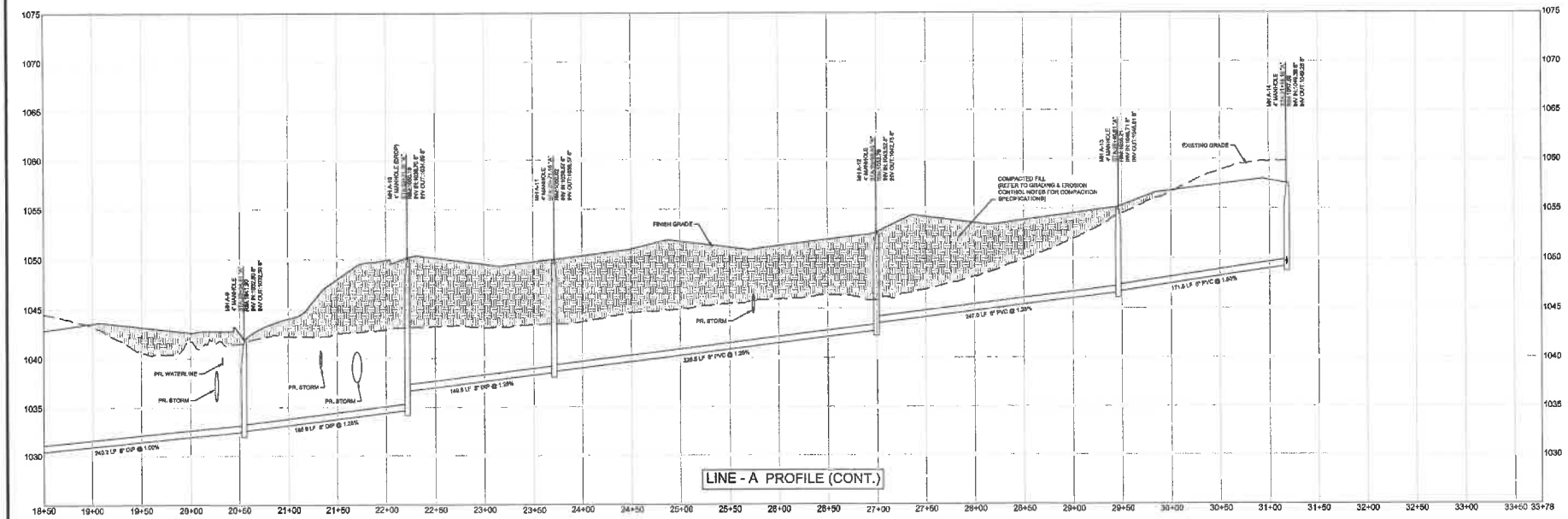
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1450 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

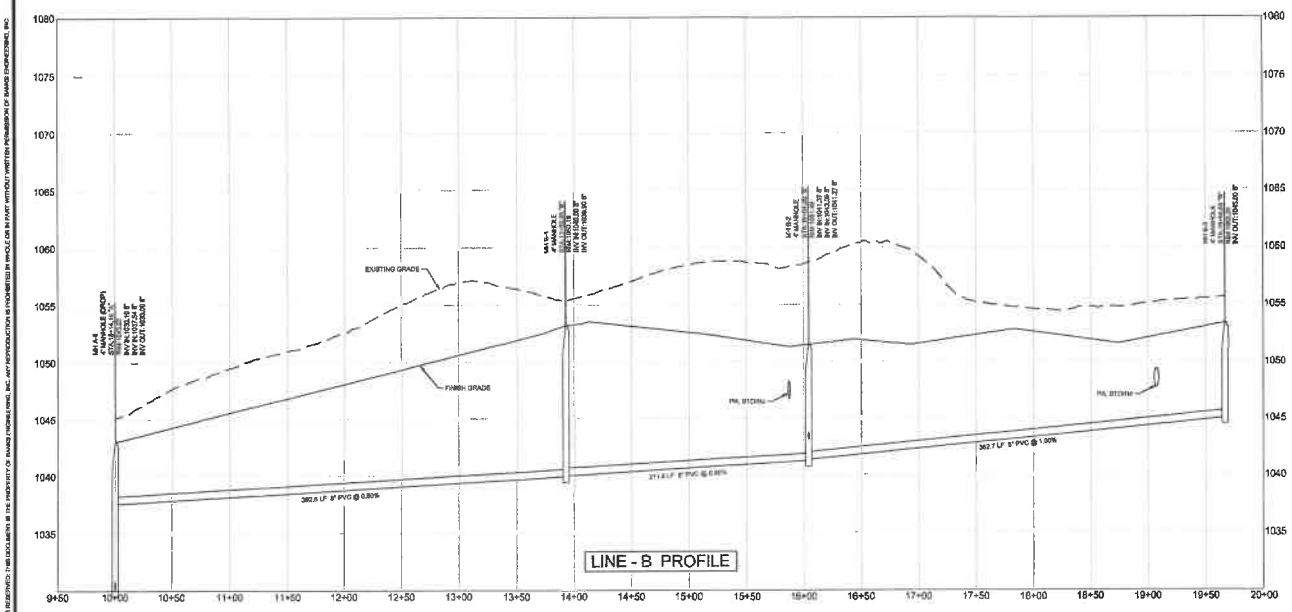
SANITARY SEWER PLAN - RESIDENTIAL

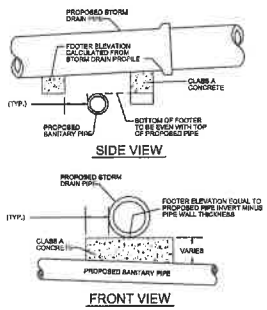
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DATE	08/23/2024
SHEET	7C
JOB	23153
DRAWN	ADS/KJH
CHECKED	JDB

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NOTE - PIPE SUPPORTS SHALL BE USED WHEN PROPOSED STORM DRAIN PIPES HAVE LESS THAN 6 INCHES OF VERTICAL CLEARANCE BETWEEN OUTER WALL TO OUTER WALL OF STORM AND SANITARY PIPES.

UTILITY CROSSING NOTE:

I FLOS REQUIRES THIS SANITARY SEWER TRENCH TO BE BACKFILLED WITH GRAVEL UP TO THE STORM SEWER AND PIER SUPPORTS ON EACH SIDE OF THE SANITARY SEWER TRENCH TO SUPPORT THE STORM PIPE.

PROFILE VERTICAL SCALE: 1" = 5'
PROFILE HORIZONTAL SCALE: 1" = 50'

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Drawing: 23163_07_Sanitary Sewer Plan.dwg

COMMONWEALTH OF KENTUCKY
AUSTIN O. GWINEY
30506
LICENSED PROFESSIONAL ENGINEER
8/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

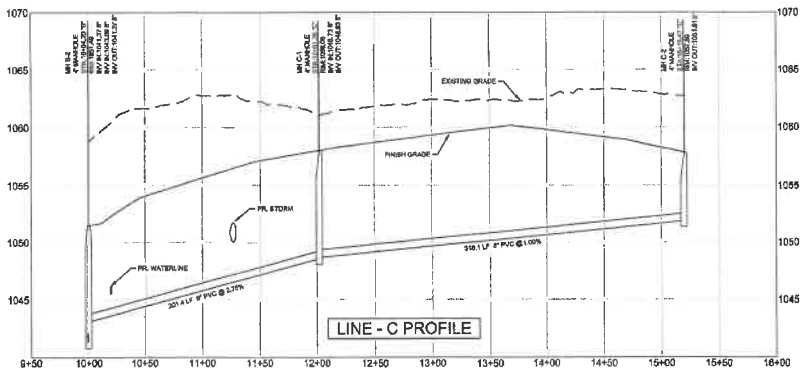
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7; SLIDE 196-A
1560 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

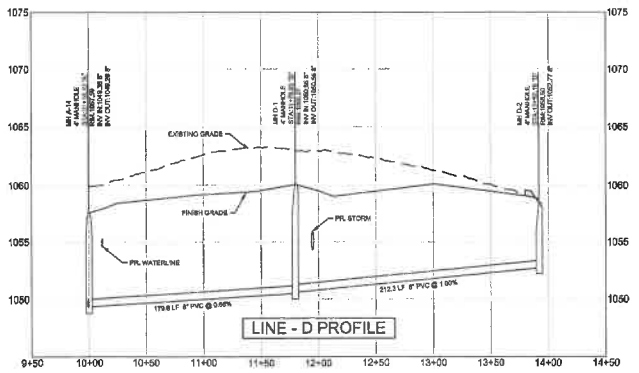
SANITARY SEWER PROFILES

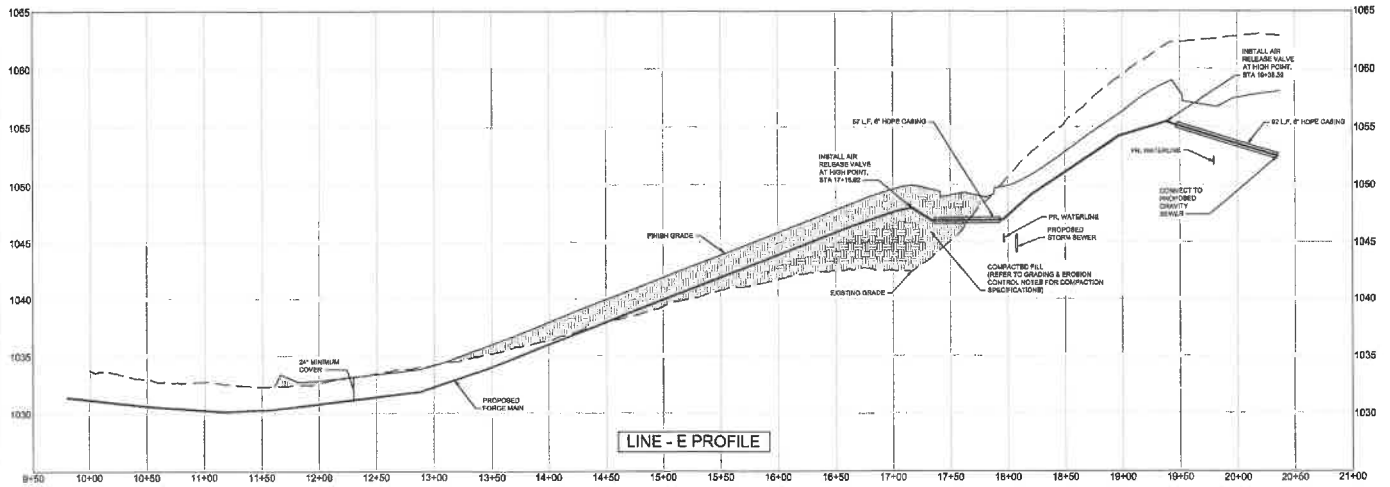
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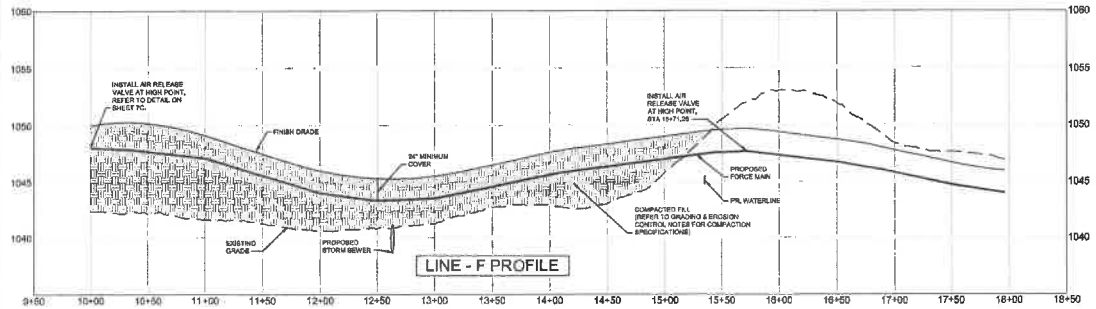
SHEET	DATE	NO. NOTES
7D	08/23/2024	1
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		3
		4
		5

JOB# 23163
DRAWN: ADS/KJH
CHECKED: JDB









REFER TO UTILITY CROSSING NOTES & DETAIL ON SHEET 7D

PROFILE VERTICAL SCALE: 1" = 5'
PROFILE HORIZONTAL SCALE: 1" = 50'

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Drawing: 23153_07_Sanitary Sewer Plan.dwg

COMMONWEALTH OF KENTUCKY
AUSTIN D. SWINEY
36806
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1901 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

SANITARY SEWER PROFILES

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SHEET	DATE	REVISED	
7E	09/23/2024		1
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JOB# 23153			3
DRAWN: AJS/KJH			4
CHECKED: JDB			5

GENERAL CONDITIONS

THE "OWNER" IN THE GENERAL NOTES SHALL REFER TO ASHGROVE FARMS LLC, 502-297-8130

THE PROJECT ENGINEER IS: AUSTIN SWINEY, BANKS ENGINEERING (859)-881-0020. THE TERM "ENGINEER" IN THE GENERAL NOTES SHALL REFER TO THE JSWED CONSULTING ENGINEER.

REFER TO THE GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WATER FACILITIES, SEWERAGE FACILITIES, STREETS, STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PROPOSED WATERMAIN EXTENSION, AND STORM DRAINAGE FACILITIES, NICHOLASVILLE, KENTUCKY AND THE SUBDIVISION REGULATIONS FOR JESSAMINE COUNTY FOR MATERIALS INSTALLATION METHODS, TESTING PROCEDURES, AND INSPECTION REQUIREMENTS. JSEWD STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR WATERMAIN AND SEWER EXTENSIONS, AND LFUCG SANITARY AND STORM SEWER MANUALS AND SPECIFICATIONS IN ANY EVENT OF A CONFLICT THE MORE STRINGENT WILL APPLY.

ANY CHANGES FROM THE APPROVED PLANS SHALL BE SUBMITTED IN WRITING TO AND APPROVED BY THE PLANNING COMMISSION OR THE JESSAMINE SOUTH ELKHORN WATER DISTRICT, AS APPLICABLE, PRIOR TO THE WORK BEING DONE

PRIOR TO THE MOBILIZATION OF EQUIPMENT, A PRECONSTRUCTION CONFERENCE SHALL BE HELD ON SITE ATTENDED BY THE CONTRACTOR, THE PROJECT ENGINEER, THE OWNER, THE NICHOLASVILLE CITY ENGINEER, THE PLANNING COMMISSION AND THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.

WITHIN 10 DAYS FOLLOWING THE PRECONSTRUCTION CONFERENCE, A PROJECT SCHEDULE SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER, THE PLANNING COMMISSION, THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.

UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES.

DURING THE PROGRESS OF THE WORK, THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIALS, RUBBISH AND OTHER DEBRIS RESULTING FROM THE WORK.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL WASTE MATERIAL, RUBBISH AND DEBRIS FROM AND ABOUT THE PREMISES AS WELL AS ALL TOOLS, APPLIANCES, CONSTRUCTION EQUIPMENT AND MACHINERY AND SURPLUS MATERIALS, AND SHALL LEAVE THE SITE CLEAN AND READY FOR OCCUPANCY BY THE OWNER

THE CONTRACTOR SHALL PROVIDE SANITARY FACILITIES FOR HIS EMPLOYEES AND SUBCONTRACTORS, AT THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY AND PROPERLY REMOVE THESE SANITARY FACILITIES.

SUBMITTALS

THE CONTRACTOR SHALL PROVIDE MATERIAL CERTIFICATIONS FOR ALL MATERIALS USED ON THE PROJECT INCLUDING STORM AND SANITARY SEWERS.

THE CONTRACTOR SHALL, WHERE APPLICABLE, PROVIDE SHOP DRAWINGS FOR MATERIALS USED ON THE PROJECT, WHICH SHALL BE FORWARDED ELECTRONICALLY TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING

THE PROJECT ENGINEER SHALL FORWARD SHOP DRAWINGS TO THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND PLANNING COMMISSION.

THE CONTRACTOR SHALL RECORD THE SIZE, LOCATION, LENGTH, AND DEPTH OF ALL STORM, SANITARY, AND WATER SERVICES INSTALLED BY HIM UPON A SET OF DRAWINGS SUPPLIED TO HIM BY THE PROJECT ENGINEER SPECIFICALLY FOR THIS PURPOSE. THE DRAWING SHALL BE RETURNED TO THE ENGINEER WHEN ALL INFRASTRUCTURES HAVE BEEN INSTALLED.

STANDARDS OF CONSTRUCTION

JESSAMINE COUNTY, JESSAMINE SOUTH ELKHORN WATER DISTRICT AND KENTUCKY DEPARTMENT OF HIGHWAYS SPECIFICATIONS. ALL LATEST EDITIONS SHALL APPLY TO THE WORK DESCRIBED WITHIN THESE PLAN DOCUMENTS UNLESS SPECIFICALLY DIRECTED BY NOTE OTHERWISE

UTILITY LOCATIONS/BEFORE YOU DIG

THE CONTRACTOR IS ADVISED THAT UTILITY LOCATIONS SHOWN WITHIN THESE PLAN DOCUMENTS ARE APPROXIMATE AND NEED TO BE VERIFIED PRIOR TO BEGINNING WORK. THE ULTIMATE RESPONSIBILITY FOR UNDERGROUND UTILITY LOCATIONS IS THE CONTRACTOR'S.

THE CONTRACTOR IS ADVISED THAT HE SHALL CONTACT KENTUCKY 811, AND/OR NON MEMBER KENTUCKY 811 UTILITIES, A MINIMUM OF 2 BUSINESS DAYS PRIOR TO EXCAVATION TO REQUEST INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL USE ALL POSSIBLE CARE IN EXCAVATING ON THE PROJECT TO AVOID DAMAGE TO EXISTING UTILITIES, WHETHER OR NOT THE UTILITIES ARE OR ARE NOT LOCATED ON THE PLANS. EXISTING UTILITIES AND LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND RESTORATION OF ALL UTILITIES AT NO ADDITIONAL COSTS

CONSTRUCTION LAYOUT

CONSTRUCTION STAKING TO BE PROVIDED BY THE OWNER UNLESS ALTERNATE STAKING PLAN APPROVED BY OWNER IN ADVANCED

EXCAVATION

ALL EXCAVATION FOR THE PROJECT WHETHER TRENCH OR MASS SHALL BE CONSIDERED AS UNCLASSIFIED. CONTRACTOR SHALL TAKE ALL STEPS, INVESTIGATIONS, AND PROCEDURES HE DEEMS NECESSARY TO SATISFY HIMSELF OF LOCATION, TYPE, AND QUANTITY OF ROCK MATERIAL TO BE ENCOUNTERED.

ROCK EXCAVATION

SHOULD ROCK REMOVAL BE PERFORMED BY BLASTING, THE CONTRACTOR SHALL PERFORM ALL OPERATIONS IN STRICT CONFORMANCE WITH ALL APPLICABLE LAWS.

CLEARING, GRUBBING AND REMOVAL

PRIOR TO COMMENCEMENT OF CLEARING, GRUBBING AND REMOVALS ANY AREAS DESIGNATED ON THE PLANS OR BY THE ENGINEER AS "TREE PRESERVATION AREAS" OR "DO NOT DISTURB AREAS" SHALL BE DESIGNATED WITH ORANGE SAFETY FENCE OR SECURITY TAPE AS DIRECTED BY THE ENGINEER.

THE ENTIRE AREA WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEARED OF ALL WEEDS, BRUSH, BRIARS, TREES, STUMPS, AND OTHER PROTRUDING OBSTRUCTIONS NOT DESIGNATED TO REMAIN, EXCEPT WITHIN AREAS THE ENGINEER MAY DESIGNATE TO REMAIN UNDISTURBED.

ALL BUSHES, TREES, ROOTS AND STUMPS WITHIN THE CONSTRUCTION LIMITS SHALL BE GRUBBED EXCEPT UNDISTURBED STUMPS, ROOTS AND NONPERISHABLE SOLID OBJECTS WHICH WILL BE A MINIMUM OF THREE FEET BELOW THE SUBGRADE OR EMBANKMENT FOUNDATION

GEOTECHNICAL NOTES

ALL TOPSOIL AND ORGANIC MATERIAL SHALL BE REMOVED WITHIN THE LIMITS OF ANY PROPOSED CONSTRUCTION ACTIVITIES. PROOF ROLL THE EXPOSED SURFACE OF ANY ANTICIPATED FILL AREA AND OR PAVEMENT AREA TO DETERMINE IF ANY UNSTABLE SOIL CONDITIONS EXIST.

EQUIPMENT USED FOR PROOF ROLLING SHALL BE A LOADED PNEUMATIC TIRED VEHICLE SUCH AS A DUAL AXLE DUMP TRUCK WITH A MINIMUM LOADED GROSS WEIGHT OF 37 TONS

IF ANY UNSTABLE AREAS ARE EXPOSED BY PROOF ROLLING, THOSE AREAS SHALL BE UNDERCUT AND REPLACED WITH PROPERLY COMPACTED MATERIAL, OR AS DIRECTED BY THE ENGINEER.

SOILS PLACED AS FILL OR BACKFILL WITHIN THE PROPOSED SITE SHALL BE COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY AT A MOISTURE CONTENT WITHIN -4 TO +2 PERCENT OF OPTIMUM

A SHEEPSFOOT ROLLER SHALL BE USED TO COMPACT COHESIVE FILL MATERIAL AND A SMOOTH DRUM VIBRATORY ROLLER USED FOR GRANULAR SOILS. A HAND WHACKER OR VIBRATORY PLATE SHALL BE USED TO COMPACT BACKFILL ADJACENT TO FOUNDATIONS AND UTILITY TRENCH BACKFILLS

SHOT ROCK OR MECHANICALLY EXCAVATED ROCK MAY BE USED FOR TRENCH FILL MATERIAL, AS LONG AS THE LARGEST DIMENSION IN ANY DIRECTION OF THE ROCK FRAGMENT DOES NOT EXCEED 8 INCHES. LIFT THICKNESSES SHALL NOT EXCEED 12 INCHES

EVALUATION OF ROCK FILL PLACEMENT AND THE INTEGRITY OF THE ROCK FILL SHALL BE DETERMINED BY VISUAL INSPECTION OF THE PLACEMENT PROCEDURES BY A QUALIFIED TECHNICIAN WORKING UNDER THE SUPERVISION OF A PROFESSIONAL GEOTECHNICAL ENGINEER.

THE USE OF A SOIL/SHOT ROCK MIXTURE WITH MORE THAN 20 PERCENT SOIL FOR FILL CONSTRUCTION SHALL BE LIMITED TO NONSTRUCTURAL AREAS OF THE SITE.

SOIL USED FOR STRUCTURAL FILL SHALL BE PLACED IN LAYERS NO GREATER THAN 8 INCHES IN LOOSE THICKNESS AND COMPACTED TO THE LIMITS PREVIOUSLY MENTIONED.

IN AREAS WHERE THE DENSITY IS ACHIEVED THROUGH THE USE OF HAND OPERATED EQUIPMENT, LOOSE LIFT THICKNESS SHALL NOT EXCEED 4 INCHES.

TESTS FOR THE DEGREE OF COMPACTION FOR SOIL SHALL BE MADE ON EACH LAYER BEFORE PLACEMENT OF THE NEXT LAYER.

ALL TESTING OF EMBANKMENT OR BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE GEOTECHNICAL FIRM TO INSURE THAT ALL EMBANKMENT OR BACKFILL IS TESTED AND MEETS THE REQUIREMENTS OF THESE STANDARDS AND SPECIFICATIONS

IF SINKHOLES ARE FOUND PRIOR TO OR DURING CONSTRUCTION, ALL CONSTRUCTION ACTIVITIES IN THE SINKHOLE VICINITY SHALL CEASE AND THE ENGINEER OF RECORD NOTIFIED. CONSTRUCTION ACTIVITIES NEAR THE SINKHOLE SHALL NOT RESUME UNTIL DIRECTED SO BY THE ENGINEER.

EXCAVATION

EXCAVATION SHALL INCLUDE THE REMOVAL AND DISPOSAL OF MISCELLANEOUS STRUCTURES REMOVED FROM WITHIN THE CONSTRUCTION LIMITS SUCH AS, BUT NOT LIMITED TO, ALL TYPES OF PAVEMENT AND PAVEMENT BASES, WHETHER RIGID OR FLEXIBLE, SIDEWALKS, CURBS AND GUTTERS, CONDUITS THAT HAVE NO SALVAGE VALUE, SUCH AS DRAINAGE PIPES, SANITARY SEWER PIPE WATER LINES, AND OTHER UNSERVICEABLE UTILITY LINES.

THE PLANS MAY, OR MAY NOT, INDICATE THE EXACT LOCATIONS OF THE VARIOUS TYPES AND QUANTITIES OF THESE MISCELLANEOUS ITEMS TO BE REMOVED AND DISPOSED OF, HOWEVER, IT IS THE INTENT OF THESE SPECIFICATIONS THAT THE REMOVAL OF ANY SUCH ITEMS THAT FALL WITHIN THE LIMITS OF CONSTRUCTION SHALL BE CONSIDERED UNCLASSIFIED.

EXCEPT AS OTHERWISE SPECIFICALLY STATED, EXCAVATION SHALL INCLUDE INLET AND OUTLET DITCHES, REGARDLESS OF THE CLASSIFICATION OF THE MATERIAL ENCOUNTERED.

WITHOUT REGARD TO THE MATERIALS ENCOUNTERED, ALL EXCAVATION SHALL BE UNCLASSIFIED. IT SHALL BE DISTINCTLY UNDERSTOOD THAT ANY REFERENCE TO ROCK, EARTH OR ANY OTHER MATERIAL ON THE PLANS OR CROSS SECTIONS, WHETHER IN NUMBERS, WORDS, LETTERS, OR LINES IS SOLELY FOR INFORMATION AND SHALL NOT BE TAKEN AS AN INDICATION OF CLASSIFIED EXCAVATION OR THE QUANTITY OF ROCK, EARTH OR OTHER MATERIAL INVOLVED

THE CONTRACTOR SHALL DRAW HIS OWN CONCLUSIONS AS TO THE CONDITIONS TO BE ENCOUNTERED. THE OWNER OR THE ENGINEER DOES NOT GIVE ANY GUARANTEE AS TO THE ACCURACY OF THE DATA AND NO CLAIM WILL BE CONSIDERED FOR ADDITIONAL COMPENSATION WHEN THE MATERIALS ENCOUNTERED ARE NOT IN ACCORD WITH THE CLASSIFICATION SHOWN.

GEOLOGICAL FEATURES MAY BE PRESENT ON THIS PROPERTY. THESE FEATURES, IF IDENTIFIED WILL BE THOROUGHLY SURVEYED AND TESTED BY A GEOTECHNICAL ENGINEERING FIRM. ANY RECOMMENDATIONS FOR THESE AREAS WILL BE ADDRESSED WITH REVISIONS TO THE CONSTRUCTION PLANS.

ALL SUITABLE MATERIAL REMOVED FROM THE EXCAVATION SHALL BE USED, IN SO FAR AS PRACTICAL, IN THE FORMATION OF EMBANKMENTS, SUBGRADE, SHOULDERS, BACKFILL FOR STRUCTURES, OR FOR OTHER PURPOSES SHOWN ON THE PLANS OR AS DIRECTED

NO EXCAVATED MATERIAL SHALL BE WASTED WITHOUT PERMISSION. EXCAVATED MATERIAL IN EXCESS OF THAT REQUIRED FOR NORMAL EMBANKMENT CONSTRUCTION SHALL BE WASTED WITHIN THE PROJECT LIMITS, WHERE AND HOW AS SPECIFICALLY DIRECTED OR APPROVED BY THE ENGINEER.

SITE GRADING NOTES

1. ALL SPOT ELEVATIONS INDICATE FINISH GRADE OF SURFACE. ADJUSTMENTS MUST BE MADE TO ESTABLISH GRADES OF SUB-BASE OR SUBGRADE.

2. CONTRACTOR SHALL, BEFORE STARTING SITE EXCAVATION, STRIP ALL TOPSOIL FROM PORTIONS OF THE SITE TO BE DEVELOPED AND STORE IN A LOCATION THAT WILL NOT INTERFERE WITH SITE DEVELOPMENT OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REDISTRIBUTING TOPSOIL IN FINISH GRADE AREAS, BACKFILLING CURBS, SIDEWALKS, ETC

3. SHOULD CONTRACTOR ENCOUNTER ROCK EXCAVATION, THE ROCK SHALL BE REMOVED TO A MINIMUM DEPTH OF 12 INCHES BELOW FINISHED GRADE UNDER THE VEGETATIVE AREAS. REFILL SHALL BE IN ACCORDANCE WITH GEOTECHNICAL NOTES

4. THE OVERLOT RE-GRADE LINES SHOWN HEREON ARE FOR DETERMINING DRAINAGE LIMITS AND ARE SUBJECT TO REVISION DURING CONSTRUCTION. GENERAL DRAINAGE PATTERNS WILL BE MAINTAINED. SPECIFIC OVERLOT GRADES MAY VARY.

STORM DRAINAGE FACILITIES NOTES

STORM SEWER PIPE SHALL BE DESIGNATED ON THE APPROVED CONSTRUCTION PLANS, AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS BEDDING AND BACKFILL SHALL CONSIST OF THE FOLLOWING:

1. WHEN THE TRENCH EXCAVATION IS IN ROCK, THE PIPE SHALL BE BEDDED ON AT LEAST 6 INCHES OF NO. 9 OR NO. 68 CRUSHED STONE, AND SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE FOR A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE PIPE. BACKFILL ABOVE THIS CUSHION SHALL NOT CONTAIN PIECES OF ROCK LARGER THAN 12 INCHES IN ANY DIMENSION

2. WHEN THE TRENCH EXCAVATION IS IN SOIL, THE PIPE SHALL BE BEDDED ON AT LEAST 6 INCHES OF NO. 9 OR NO. 68 CRUSHED STONE AND SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE TO THE TOP OF THE PIPE. THE REMAINING PORTION OF THE TRENCH NOT LOCATED WITHIN A STREET, CAN BE BACKFILLED WITH SELECT SOIL CONTAINING NO ROCKS

3. WHEN THE TRENCH EXCAVATION IS WITHIN A STREET (i.e., BACK OF CURB TO BACK OF CURB), THEN THE ENTIRE TRENCH SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE

MANHOLES SHALL BE CONSTRUCTED OF PRECAST CONCRETE AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS. ALL MANHOLE TOPS SHALL BE ECCENTRIC IN DESIGN. CONICAL TOPS SHALL BE USED FOR ALL MANHOLES WITH DEPTHS SUFFICIENT FOR THEIR USE. MINOR GRADE ADJUSTMENTS (THROUGH THE USE OF GRADE RINGS) TO THE RIM ELEVATION SHALL NOT EXCEED 12 INCHES. NO MORE THAN 2 GRADE RINGS SHALL BE PERMITTED. BITUMINOUS MASTIC SEALANT SHALL BE USED AT EACH JOINT OF THE MANHOLE AND BETWEEN ALL GRADE RINGS AND/OR CASTINGS. NON-SHRINK (HYDRAULIC) GROUT SHALL BE REQUIRED INSIDE THE MANHOLES WHERE THE PIPES ENTER AND EXIT, ALL JOINTS, AND LIFT EYES

HEADWALLS AND OTHER CONCRETE STRUCTURES SHALL BE AS DESIGNATED ON THE APPROVED CONSTRUCTION PLANS, AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS. ALL HEADWALLS 36" OR HIGHER SHALL HAVE CHAIN LINK FENCE INSTALLED ON TOP

DRAINAGE SWALES AND DETENTION BASINS SHALL CONFORM TO THE GENERAL SPECIFICATIONS. DRAINAGE SWALES SHALL BE SODDED TO THE ELEVATION OF THE 25-YEAR FREQUENCY STORM. THE BOTTOM, TOP, AND SIDE SLOPES OF DETENTION BASINS SHALL BE SODDED.

AS-BUILT FIELD SURVEY SHALL BE AUTOCAD FORMAT AND SHALL INCLUDE A POINT COORDINATE FILE WITH VERTICAL ELEVATIONS INCLUDING:

A. CATCH BASINS, RIM AND INVERT
B. STORM MANHOLES, RIM AND INVERT
C. HEADWALL INVERTS
D. SURFACE INLET, TOP OF GRATE AND INVERT
E. TOPO OF DETENTION/RETENTION BASIN
F. CONTROL MONUMENTS AND COORDINATES

STORM MANHOLES FOR PIPES 60 INCHES OR SMALLER IN DIAMETER SHALL REQUIRE IMPROVED INVERTS

SANITARY SEWERS

UNLESS OTHERWISE NOTED, ALL PVC SANITARY SEWERS SHALL BE PVC SDR 35 AND ALL DUCTILE IRON SANITARY SEWERS SHALL BE CLASS 350.

ALL SANITARY SEWER LATERALS SHALL BE 6" AND ALL LATERALS SHALL HAVE A CLEANOUT

ALL SANITARY SEWER LATERALS SHALL BE CONSTRUCTED A MINIMUM OF 5' OUTSIDE THE RIGHT-OF-WAY OR EASEMENT LINE.

ALL SANITARY LATERALS SHALL BE WITNESSED WITH A 7' METAL "T" FENCE POST PAINTED FLORESCENT GREEN, HAVING 4' EXPOSED ABOVE GROUND. A 5' LONG NO. 5 REBAR SHALL BE PLACED ACROSS THE END OF EACH LATERAL. (SEE DETAIL)

ALL SANITARY AND STORM SEWER MANHOLES SHALL BE 4' IN DIAMETER, UNLESS OTHERWISE NOTED, AND MARKED WITH A 7' METAL "T" FENCE POST PAINTED FLORESENT GREEN, HAVING 4' EXPOSED ABOVE GROUND

ALL MAIN CONSTRUCTION INTO MANHOLES MUST BE FACTORY INSTALLED WITH (A-LOCK OR EQUAL) WATER STOPS. NO MORE THAN 4 PENETRATIONS SHALL BE ALLOWED PER MANHOLE. NO GREATER THAN A 2 FEET ELEVATION CHANGE SHALL BE ALLOWED WITHIN THE MANHOLE. CHANGES GREATER THAN 2 FEET SHALL BE A DROP MANHOLE

ALL PVC SANITARY SEWERS SHALL BE SUBJECTED TO A LOW PRESSURE AIR TEST. THE LOW PRESSURE AIR TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED UNDER THE DIRECTION OF THE JESSAMINE SOUTH ELKHORN WATER DISTRICT. TEST SHALL COMPLY WITH UNI-BELL UNI-B-6-98 SPECIFICATION

ALL SANITARY SEWER MANHOLES SHALL BE VACUUM TESTED. THE TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED UNDER THE DIRECTION OF THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.

ALL SANITARY SEWERS, INCLUDING LATERALS SHALL BE SUBJECTED TO A TV TEST INSPECTION. THE TEST SHALL BE PERFORMED UNDER THE DIRECTION OF THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.

ALL SANITARY SEWERS SHALL BE JET FLUSHED PRIOR TO TV INSPECTION (BOTH PUNCH LIST AND WARRANTY) AND TESTING. THE FLUSHING SHALL BE THE CONTRACTORS RESPONSIBILITY.

ALL FLUSHING, AIR TESTING, VACUUM TESTING, AND HYDROSTATIC TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL REPAIRS, REINSPECTION (TV, AIR TEST, VACUUM TEST) AND CLEANING OF THE GRAVITY SEWERS DUE TO RESULTS FROM THE INITIAL INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

SEWER MANHOLES SHALL NOT BE COVERED BY ANY CONSTRUCTION OPERATION

SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATER MAIN IS EITHER ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.

SEWERS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.

ALL BURIED DUCTILE IRON PIPE SHALL HAVE MANUFACTURER'S OUTSIDE COAL TAR OR ASPHALTIC BASE COATING AND SHALL BE COATED WITH PROTECTO 401 CERAMIC EPOXY IN ACCORDANCE WITH THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT SANITARY SEWER SPECIFICATIONS

PRIOR TO WARRANTY INSPECTION ALL SANITARY AND STORM SEWERS SHALL BE FLUSHED, VIDEO INSPECTED AND ALL DEFECTS CORRECTED, INCLUDING LATERAL FROM HOUSE CLEANOUT TO SEWER MAIN.

ALL SANITARY SEWER CONSTRUCTION SHALL MEET THE SPECIFICATIONS AND REQUIREMENTS OF JESSAMINE SOUTH ELKHORN WATER DISTRICT, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AND CITY OF NICHOLASVILLE (WHERE APPLICABLE). IN CASE OF CONFLICT, THE MORE STRINGENT (AS DETERMINED BY THE DISTRICT), SHALL APPLY.

FOR THOSE LINES THAT ARE INDICATED TO BE PLACED IN AREAS OF EMBANKMENT CONSTRUCTION, PRIOR TO BEGINNING INSTALLATION OF SAID MAINS, COPIES OF WRITTEN REPORTS FROM AN APPROVED GEOTECHNICAL FIRM INDICATING THAT SAID EMBANKMENT CONSTRUCTION MEETS OR EXCEEDS APPLICABLE SPECIFICATIONS SHALL BE FURNISHED. FAILURE OF CONTRACTOR TO COORDINATE WITH THE GEOTECHNICAL FIRM IN ORDER TO COMPLY WITH THIS REQUIREMENT SHALL SUBJECT SAME TO REMOVAL, COMPACTION TESTING AND REPLACEMENT OF THOSE LINES INSTALLED WITHOUT DOCUMENTATION. SAID CORRECTIVE WORK WILL BE AT NO ADDITIONAL COST TO THE OWNER

ANY PROPOSED CHANGES IN THE APPROVED SEWER DESIGN SHALL BE SUBMITTED TO AND APPROVED BY JESSAMINE SOUTH ELKHORN WATER DISTRICT AND LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PRIOR TO BEGINNING OF CONSTRUCTION OF SAID REVISION

AS-BUILT FIELD SURVEY SHALL BE AUTOCAD FORMAT AND INCLUDE A POINT COORDINATE FILE WITH VERTICAL ELEVATIONS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING

A. MANHOLE- RIM AND INVERT
B. FORCE MAIN FITTINGS
C. FORCE MAIN ALIGNMENT (MAXIMUM 200' SPACING)
D. END OF SEWER LATERAL, HORIZONTAL AND VERTICAL POSITION.
E. CONTROL MONUMENTATION AND COORDINATES.
F. RECORD PLAT
G. CLEAN OUTS
H. FINAL GRADE PROFILE FOR MAIN SEGMENTS REQUIRING SPECIAL CONDITIONS PERTAINING TO COVER, I.E., 2.5' TO 4' AND STD DWG-304
I. PUMP STATION SITE TOPO

THREE (3) COPIES OF INSPECTION LOGS AND DIGITAL DISK SHALL BE DELIVERED TO JESSAMINE SOUTH ELKHORN WATER DISTRICT, FOR BOTH THE PUNCH LIST AND WARRANTY INSPECTION.

EACH MANHOLE AS IT IS INSTALLED SHALL BE WITNESSED AND MONUMENTED WITH A 7' STEEL "T" FENCE POST PAINTED FLUORESCENT GREEN, DRIVEN A MINIMUM OF 3 FEET INTO THE GROUND, ADJACENT TO THE MANHOLE. PRIOR TO ACCEPTANCE OF THE PROJECT, ANY DAMAGED MARKER POST SHALL BE REPLACED

ALL 8" LATERALS SHALL HAVE A CLEAN OUT AS PER LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT STANDARD DRAWING #233 AND EXTEND A MINIMUM OF 4 FEET ABOVE FINISHED GRADE

THE FLOOR ELEVATION OF THE FIRST FLOOR OF A STRUCTURE WITH SANITARY SEWER SERVICE SHALL NOT BE LESS THAN 2' ABOVE THE MANHOLE TOP OF THE FIRST DOWNGRADE SANITARY SEWER MANHOLE PAST THE SERVICE CONNECTION FOR THE STRUCTURE, FOR BASEMENT SERVICE, THE BASEMENT FLOOR ELEVATION SHALL BE NOT LESS THAN 2' ABOVE THE MANHOLE TOP OF THE FIRST DOWNGRADE MANHOLE PAST THE SERVICE CONNECTION FOR THE STRUCTURE, AND NO SERVICE CONNECTION WILL BE PERMITTED FOR A STRUCTURE WITH A FLOOR ELEVATION LESS THAN 3' ABOVE THE TOP OF PUMP STATION WET WELL SERVING THE AREA, UNLESS THE OWNER OF THE PROPERTY HAS INSTALLED AN INDIVIDUAL SEWAGE PUMPING FACILITY AT THE STRUCTURE WITH THE ELEVATION OF THE DISCHARGE POINT MEETING THE REQUIRED DISTANCES ABOVE THE TOPS OF THE MANHOLES AND PUMP STATION WET-WELLS AND HAS EXECUTED A WAIVER AND RELEASE AND HOLD HARMLESS WITH THE CITY OF NICHOLASVILLE AND JESSAMINE SOUTH ELKHORN WATER DISTRICT.

IN SITUATIONS WHERE THE STORM SEWER IS OVER THE SANITARY SEWER, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT REQUIRES STRUCTURAL SUPPORTS ON EACH SIDE OF THE SANITARY SEWER DITCH TO SUPPORT THE STORM SEWER ABOVE. (NOTE: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DOES NOT WANT FLOWABLE FILL DIRECTLY AGAINST THE SANITARY SEWER LINE.) (SEE DETAILS)

IN SITUATIONS WHERE THE SANITARY SEWER IS OVER THE STORM SEWER, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT REQUIRES THAT STORM SEWER LINE BACKFILL STONE BE EXTENDED VERTICALLY TO SUPPORT THE SANITARY SEWER LINE. (NOTE: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DOES NOT WANT FLOWABLE FILL DIRECTLY AGAINST THE SANITARY SEWER LINE.) (SEE DETAILS).

ALL SEWER LINES SHALL BE PVC, SDR 35, MEETING THE REQUIREMENTS OF ASTM DESIGNATION D-3034, UNLESS SHOWN OTHERWISE ON APPROVED CONSTRUCTION PLANS. ALL PIPE SHALL BE OF THE BELL AND SPIGOT TYPE AND FURNISHED WITH RUBBER GASKETS.

SEWER LATERALS SHALL BE OF THE SAME MATERIAL AS THE MAIN LINE. NO SEWER LATERAL SHALL BE CONSTRUCTED FROM A MANHOLE.

THE SEWER PIPE, EITHER GRAVITY OR FORCE MAIN, SHALL BE BEDDED ON AT LEAST 6 INCHES OF NO. 9 OR NO. 68 CRUSHED STONE, AND SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE FOR A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE PIPE. BACKFILL ABOVE THIS CUSHION SHALL NOT CONTAIN PIECES OF ROCK LARGER THAN 12 INCHES IN ANY DIMENSION.

WHEN THE TRENCH EXCAVATION IS WITHIN A STREET (i.e., BACK OF CURB TO BACK OF CURB) THEN THE ENTIRE TRENCH SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE.

MANHOLES, BOTH STORM AND SANITARY SHALL BE CONSTRUCTED OF PRECAST CONCRETE AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS. ALL MANHOLE TOPS SHALL BE ECCENTRIC IN DESIGN. CONICAL TOPS SHALL BE USED FOR ALL MANHOLES WITH DEPTHS GREATER THAN 46 INCHES. MINOR GRADE ADJUSTMENTS (THROUGH THE USE OF GRADE RINGS) TO THE RIM ELEVATION SHALL NOT EXCEED 12 INCHES. NO MORE THAN 2 GRADE RINGS SHALL BE PERMITTED. BITUMINOUS MASTIC SEALANT SHALL BE USED AT EACH JOINT OF THE MANHOLE AND BETWEEN ALL GRADE RINGS AND/OR CASTINGS. NON-SHRINK (HYDRAULIC) GROUT SHALL BE REQUIRED INSIDE THE MANHOLES WHERE THE PIPES ENTER AND EXIT, AND ALL LIFT EYES. KPEX ADMIX SHALL BE BLENDED INTO ALL SANITARY SEWER STRUCTURES, MANHOLES, WETWELLS, ETC. EXTERIOR JOINTS SHALL BE WRAPPED WITH CONWRAP CS-212 INSTALLED PER MANUFACTURER DIRECTION.

ALL MANHOLES SHALL HAVE A HDPE PLASTIC MANHOLE INFLOW PROTECTOR EQUIPPED WITH A NYLON STAP, DOUBLE VALVE AND GASKET, SUITABLE FOR ONE PERSON OPERATION.

ALL ELECTRIC AND COMMUNICATIONS LINES AND APPURTENANCES SHALL BE INSTALLED WITH A MINIMUM OF 6' SEPARATION FROM ANY WATERMAIN OR WATERLINE APPURTENANCE.

WATER FACILITY NOTES (NOT APPLICABLE)

ALL WATER MAINS SHALL BE PVC, CLASS 200 PRESSURE PIPE AWWA AND NSF APPROVED WITH INTEGRAL BELL GASKETED PUSH-ON JOINT.

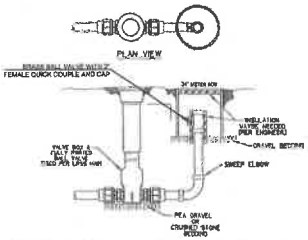
FITTINGS SHALL BE SITUMINOUS COATED DUCTILE IRON MECHANICAL JOINT AND SHALL BE FULLY CEMENT LINED. ALL FITTINGS USED FOR DIRECTIONAL CHANGES SHALL HAVE CONCRETE KICKERS INSTALLED.

WATER MAINS CROSSING SEWERS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE SEWER AND THE WATERLINE. AT CROSSINGS, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. SPECIAL STRUCTURAL SUPPORT FOR THE WATER AND SEWER PIPES MAY BE REQUIRED

MINIMUM COVER SHALL BE 36 INCHES ABOVE THE TOP OF THE WATERMAIN

BEDDING AND BACKFILL SHALL CONSIST OF THE FOLLOWING.

A) WHEN THE TRENCH IS IN ROCK, THE PIPE SHALL BE BEDDED ON 6 INCHES OF NO. 9 OR NO. 68 CRUSHED STONE AND SHALL BE BACKFILLED WITH NO 9 OR NO. 68 CRUSHED STONE FOR A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE PIPE. BACKFILL ABOVE THIS CUSHION SHALL NOT CONTAIN PIECES OF ROCK LARGER THAN 8 INCHES IN ANY DI



TYPICAL TERMINAL FLUSHING CONNECTION

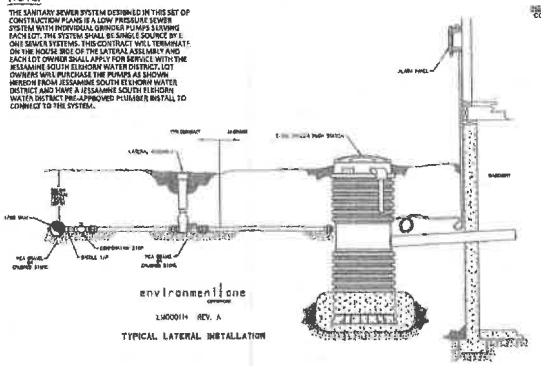
c|one sewer system

ESD 10-0094

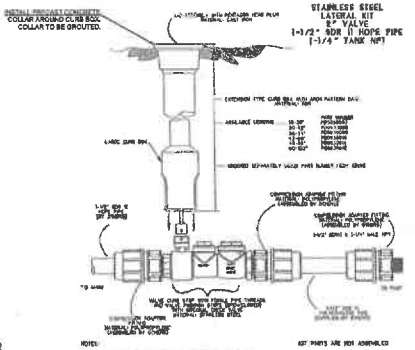
THE SANITARY PORTION OF THIS PROJECT IS A COMPRESSION FITTING JOB, NOT FUSION FITTINGS

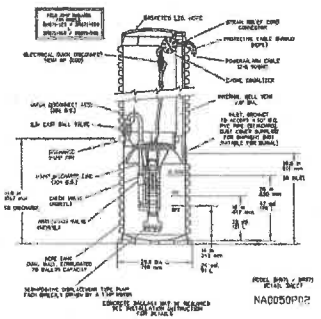
NOTE:

THE SANITARY SEWER SYSTEM DESIGNED IN THIS SET OF CONSTRUCTION PLANS IS A LOW PRESSURE SEWER SYSTEM WITH INDIVIDUAL GRINDER PUMPS SERVING EACH LOT. THE SYSTEM SHALL BE SINGLE SOURCE BY E/ONE SEWER SYSTEMS. THIS CONTRACT WILL TERMINATE ON THE HOUSE SIDE OF THE LATERAL ASSEMBLY AND EACH LOT OWNER SHALL APPLY FOR SERVICE WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT. LOT OWNERS WILL PURCHASE THE PUMPS AS SHOWN HEREON FROM JESSAMINE SOUTH ELKHORN WATER DISTRICT AND HAVE A JESSAMINE SOUTH ELKHORN WATER DISTRICT PRE-APPROVED PLUMBER INSTALL TO CONNECT TO THE SYSTEM.



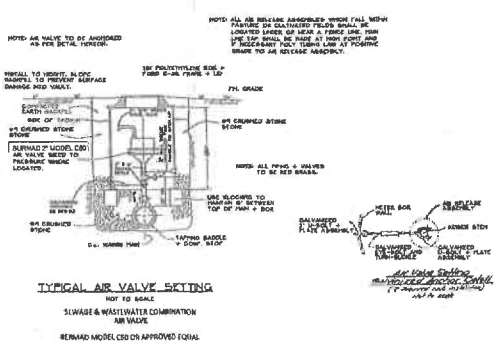
TYPICAL LATERAL INSTALLATION





NA0050P02

TYPICAL PUMP ASSEMBLY BY OTHERS
NOT THIS CONTRACT



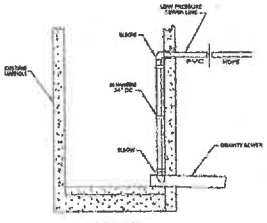
TYPICAL AIR VALVE SETTING

NOT TO SCALE

SEWAGE & WASTEWATER COMBINATION AIR VALVE

BERMAD MODEL C80 OR APPROVED EQUAL

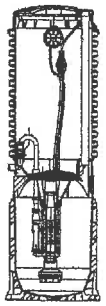
TYPICAL DROP CONNECTION LPSS IN EXISTING MANHOLE



E/ONE EXTREME SERIES

~~DH071~~

NOT IN THIS CONTRACT



General Features

The model DH071 grinder pump station is a complete unit that includes: the grinder pump, check valve, HDPE (high density polyethylene) tank, controls, and alarm panel. A single DH071 is a popular choice for one, average single-family home and can also be used for up to two average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 700 gpd (2650 lpd)
- 70 gallons (265 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 61 inches to 160 inches

The DH071 has a cable that connects the motor controls to the level controls through watertight penetrations.

Operational Information

Motor
1 hp, 1,725 rpm, high torque, capacitor-start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections
4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections
Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge
15 gpm at 0 psig (0.95 lps at 0 m)
11 gpm at 40 psig (0.69 lps at 28 m)
7.8 gpm at 60 psig (0.49 lps at 56 m)

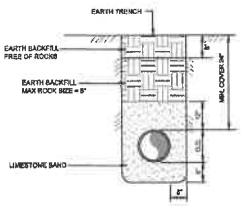
Accessories

BiDrive requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Series is ideal for installations where the alarm panel may be hidden from view.

NA0080P01 Rev E



TYPICAL SANITARY FORCE MAIN TRENCH DETAIL

NOT TO SCALE

SANITARY FORCE MAIN NOTES

1. REFER TO SHEET 7C FOR SANITARY FORCE MAIN PLAN VIEW.
2. REFER TO SHEET 7E FOR SANITARY FORCE MAIN PROFILES.
3. CLASS # LIMESTONE SAND SHALL BE USED AS BEDDING AND BACKFILL AROUND FORCE MAIN.
4. ALL VALVES SHALL BE FULLY BRASS OR STAINLESS STEEL.
5. STAINLESS STEEL INSERTS SHALL BE INSTALLED AT ALL FITTINGS AND JOINTS.

STATE OF KENTUCKY
AUSTIN D. SWINEY
36905
LICENSED PROFESSIONAL ENGINEER
8/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1101 PAYNE STREET, LOUISVILLE, KY 40204

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

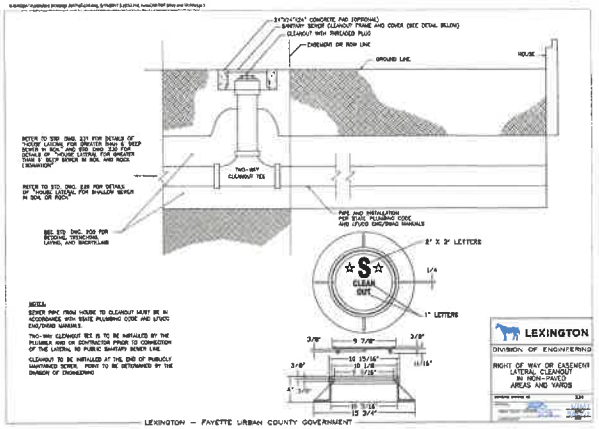
SANITARY SEWER DETAILS

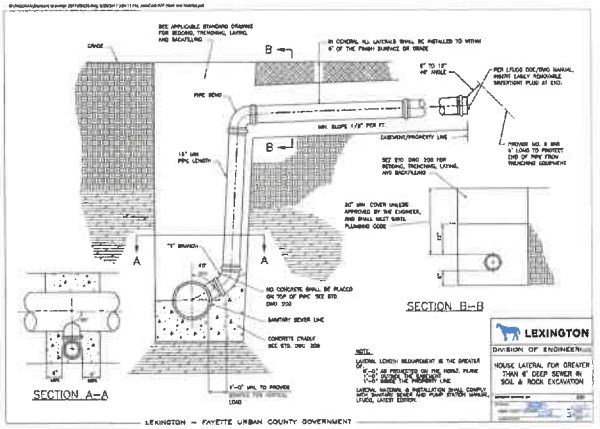
BANKS
1211 JESSAMINE STATION | NICHOLASVILLE, KY | 859.881.6220 | BANKSENGINEERING.NET

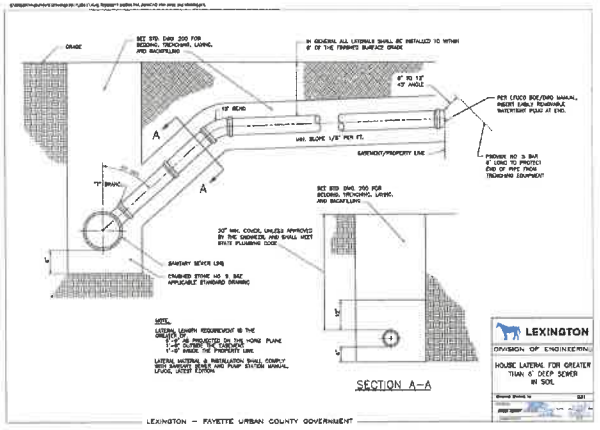
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		2	
JOB# 23153		3	
DRAWN ADS/CJH		4	
CHECKED JDB		5	

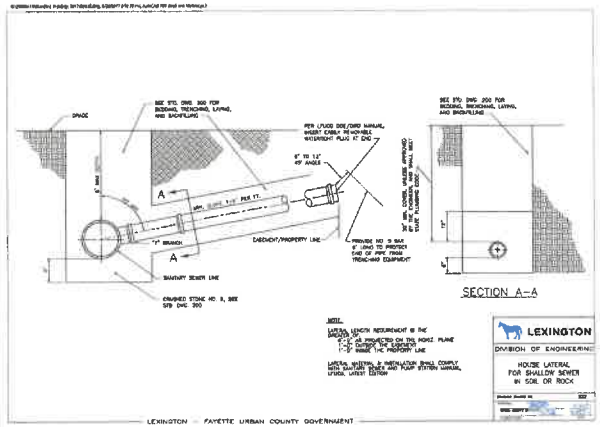
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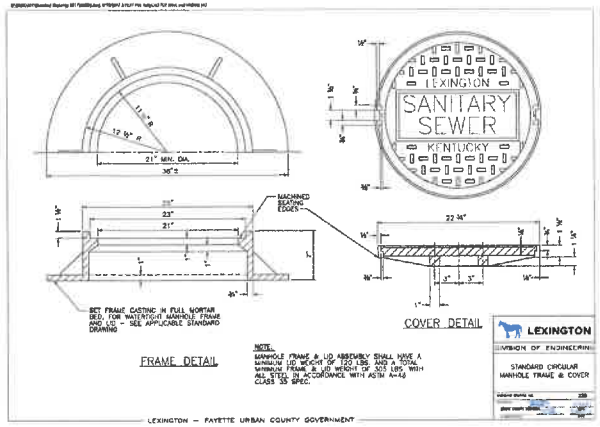
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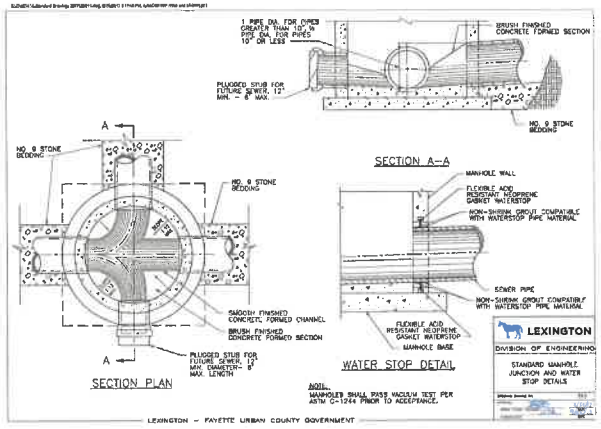












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Drawing 23153_07_Sanitary Sewer Plan.dwg

COMMONWEALTH OF KENTUCKY
AUSTIN D. SWINNEY
38608
LICENSED PROFESSIONAL ENGINEER
8/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, GEORGETOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

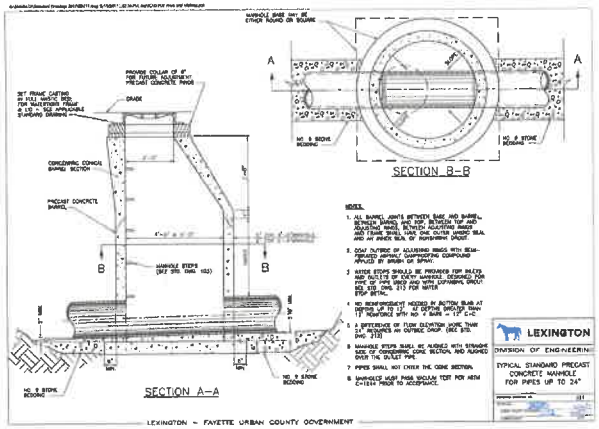
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GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 1981-A
1650 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

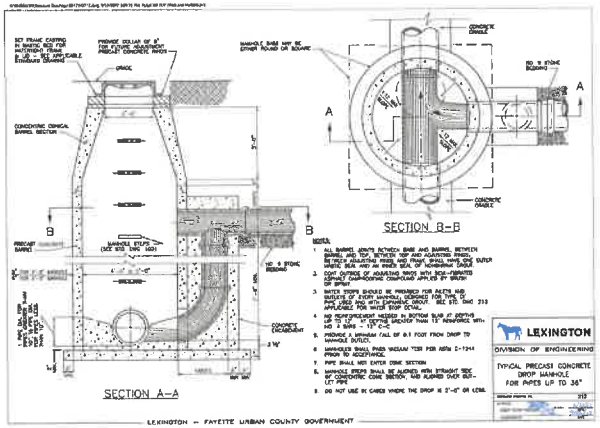
LFUCG SANITARY SEWER DETAILS

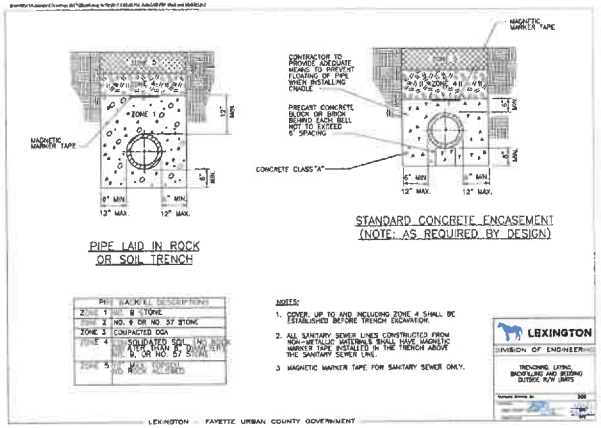
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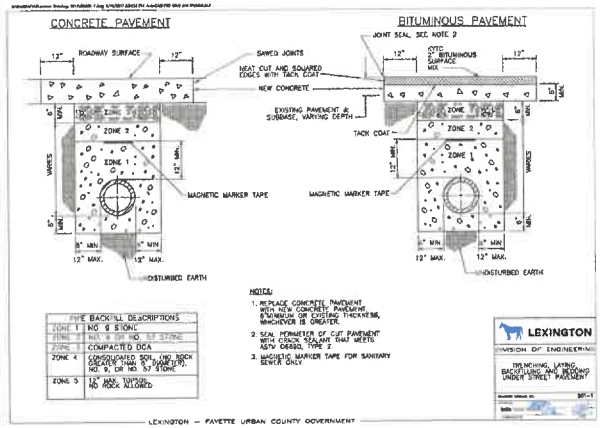
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STATE OF KENTUCKY
AUSTIN D SWINEY
36606
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1781 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299
DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1650 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

LFUCG SANITARY SEWER DETAILS

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JOB# 23153
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GENERAL NOTES:

1. EXISTING UTILITY LOCATIONS ARE APPROXIMATE AS SHOWN, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY COMPANIES AND VERIFY THEIR UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE OWNER AND ENGINEER ARE NOT RESPONSIBLE FOR DAMAGES TO THE EXISTING UTILITIES THAT MAY OCCUR DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES BY CALLING 811 (BEFORE YOU DIG) AT 800-752-6007. ADDITIONAL UTILITIES NOT COVERED BY 811 SHOULD BE NOTIFIED FOR LOCATIONS.
3. REFER TO THE CITY OF NICHOLASVILLE GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WATER FACILITIES, SEWERAGE FACILITIES, STREETS, AND STORM DRAINAGE FACILITIES. FOR MATERIALS, INSTALLATIONS METHODS, TESTING PROCEDURES, AND INSPECTION REQUIREMENTS (SEE DUAL SPECIFICATIONS NOTE).
4. ANY UNSUITABLE PIPE SUBGRADE MATERIAL ENCOUNTERED SHOULD BE REMOVED AND REPLACED WITH PROPERLY COMPACTED ENGINEERED FILL.
5. EXISTING FENCES, WALLS, TREES OR OTHER VEGETATION AND IMPROVEMENTS SHOULD BE PROTECTED FROM DAMAGE TO THE MAXIMUM EXTENT POSSIBLE. TREES WHICH ARE ANTICIPATED TO BE DAMAGED SHALL BE FLAGGED AND REVIEWED WITH THE ENGINEER PRIOR TO PROCEEDING WITH ADJACENT WORK. THE CONTRACTOR SHALL RESTORE EXISTING IMPROVEMENTS TO CONDITIONS EQUAL TO PRE-CONSTRUCTION CONDITIONS. DAMAGED TREES NOT APPROVED FOR REMOVAL SHALL BE REPLACED BY THE CONTRACTOR. FENCES REMOVED SHALL BE RESET AFTER ADJACENT CONSTRUCTION IS COMPLETE.
6. ALL CONSTRUCTION AND SITE RESTORATION SHALL BE IN CONFORMANCE WITH CURRENT KENTUCKY TRANSPORTATION CABINET STANDARDS AND GUIDELINES.
7. FOR EROSION CONTROL PURPOSES, CONTRACTOR SHALL STOCKPILE EXCAVATED TRENCH MATERIAL ON THE UPHILL SIDE (OPPOSITE OF STREAMS, DITCHES, FLOWLINES, ETC.) OF EXPOSED TRENCH.
8. EXCAVATION IS UNCLASSIFIED. THERE SHALL BE NO SEPARATE PAYMENT FOR ROCK EXCAVATION.

GENERAL NOTES FOR NICHOLASVILLE, KENTUCKY:

1. REFER TO THE CITY OF NICHOLASVILLE GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WATER FACILITIES, SEWERAGE FACILITIES, STREETS, AND DRAINAGE FACILITIES. FOR MATERIALS, INSTALLATION METHODS, TESTING PROCEDURES, AND INSPECTION REQUIREMENTS (SEE DUAL SPECIFICATIONS NOTE).
2. ANY CHANGES FROM THE APPROVED PLANS SHALL BE SUBMITTED IN WRITING TO AND APPROVED BY THE NICHOLASVILLE PLANNING COMMISION AND JCWD #1 PRIOR TO THE WORK BEING DONE.

CITY OF NICHOLASVILLE WATER FACILITIES NOTES:

1. ALL WATER MAINS SHALL BE PVC 1120 MANUFACTURED OF CLASS 12454-A OR 12454-B RESIN MATERIAL WITH A HYDROSTATIC DESIGN BASIS (HDB) RATING OF 2,000 PSI AT 73.4° F (23° C). PVC PIPE MUST BE NSF APPROVED AND BEAR THE NSF SEAL. THE PIPE SHALL BE DESIGNED, MANUFACTURED, AND TESTED IN CONFORMANCE TO THE LATEST REVISION OF THE AMERICAN WATERWORKS ASSOCIATION DESIGNATION AWWA C900 AND EACH LENGTH OF PIPE SHALL BE SO LABELED. EACH LENGTH OF PIPE SHALL BE FURNISHED AND LABELED TO SHOW THAT THE OUTSIDE DIAMETER (O.D.) IS EQUAL TO THAT FOR DUCTILE IRON AND CAST IRON PIPE. THE PIPE SHALL HAVE A STANDARD DIMENSIONAL RATIO (SDR) OF 18 OR 14 FOR CLASS 150 AND 200 RESPECTIVELY. PIPE JOINTS SHALL BE RUBBER GASKET PUSH-ON JOINTS EITHER CONSTRUCTED INTEGRALLY WITH THE PIPE OR AS A SEPARATE COUPLING CONSTRUCTED OF THE SAME MATERIAL AND TO THE SAME PRESSURE SPECIFICATIONS AS THE PIPE.
2. FITTINGS SHALL BE BITUMINOUS COATED DUCTILE IRON MECHANICAL JOINT AND SHALL BE FULLY CEMENT LINED. ALL FITTINGS USED FOR DIRECTIONAL CHANGES SHALL HAVE CONCRETE KICKERS INSTALLED.
3. WATER MAINS CROSSING SEWERS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER, AT CROSSINGS, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. SPECIAL STRUCTURAL SUPPORT FOR THE WATER AND SEWER PIPES MAY BE REQUIRED.
4. MINIMUM COVER SHALL BE 30 INCHES ABOVE THE TOP OF THE PIPE. BEDDING AND BACKFILL SHALL CONSIST OF THE FOLLOWING:
   A. WHEN THE TRENCH EXCAVATION IS IN ROCK, THE PIPE SHALL BE BEDDED ON 6 INCHES OF NO. 9 OR NO. 11 CRUSHED STONE AND SHALL BE BACKFILLED WITH NO. 9 OR NO. 11 CRUSHED STONE FOR A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE PIPE. BACKFILL ABOVE THIS CUSHION SHALL NOT CONTAIN PIECES OF ROCK LARGER THAN 12 INCHES IN ANY DIMENSION.
   B. WHEN THE TRENCH EXCAVATION IS IN SOIL, AND NOT WITHIN A STREET, THE PIPE CAN BE BEDDED AND BACKFILLED WITH SELECT SOIL CONTAINING NO PIECES OF ROCK LARGER THAN 3/4 INCH IN SIZE.
   C. WHEN THE TRENCH EXCAVATION IS WITHIN A STREET (I.E., BACK OF CURB TO BACK OF CURB), THEN THE ENTIRE TRENCH SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE.
5. A CONTINUOUS, DETECTABLE UNDERGROUND METALIZED 5MIL AW WATER LINE MARKING TAPE SHALL BE PLACED DIRECTLY ABOVE ALL WATER MAINS, 12 TO 18 INCHES BELOW FINISHED GRADE, PRIOR TO BACKFILL OF THE TRENCH. THE MARKING TAPE SHALL BE 3 INCHES WIDE MINIMUM, BLUE IN COLOR, AND SHALL BEAR A CONTINUOUS PRINTED INSCRIPTION STATING "CAUTION WATER LINE BURIED BELOW" AS MANUFACTURED BY LINEGUARD, INC. WHEATON, ILLINOIS OR EQUAL.
6. ALL VALVES IN PAVED AREAS SHALL HAVE ADJUSTABLE TWO-PIECE CAST IRON VALVE BOXES AND COVERS. VALVES LOCATED OUTSIDE PAVED AREAS MAY HAVE 8 INCH DIAMETER PVC BOXES WITH CAST IRON OR ALUMINUM CASTINGS SPECIFICALLY DESIGNED TO BE FASTENED TO THE TOP OF THE PVC FOR THE COVERS. THE TOPS OF VALVE BOXES LOCATED OUTSIDE OF PAVED AREAS SHALL BE SET AT FINISH GRADE IN A MINIMUM 18 INCH SQUARE CONCRETE PAD.
7. FIRE HYDRANTS SHALL BE MUELLER CO., DECATUR, ILLINOIS, MODEL NUMBER A-423. HYDRANTS MAY BE CONSTRUCTED ON THE SAME SIDE OF THE STREET AS THE MAIN WATER LINE WITH THE USE OF MECHANICAL JOINT ANCHOR FITTINGS.
8. FLUSHING HYDRANTS (BLOW-OFF VALVES) SHALL BE AQUARIUS ONE-O-ONE "HIDDEN HYDRANT" AS MANUFACTURED BY GIL INDUSTRIES, INC., PENSACOLA, FLORIDA, OR EQUAL AS APPROVED BY THE CITY.
9. WATER METER BOXES SHALL BE POLYETHYLENE WITH AN INSIDE DIAMETER OF 18 INCHES FOR 3/4 INCH SINGLE SERVICES AND 24 INCHES FOR 1 INCH AND DUPLEX SERVICES. THE WATER COVER AND LID SHALL BE SET AT FINISHED GRADE AND SHALL BE FORD METER BOX COMPANY, INC., WABASH, INDIANA, CATALOG NO. C33 OR EQUAL IF LOCATED OUTSIDE OF THE CITY OF NICHOLASVILLE SERVICE TERRITORY; CATALOG NO. C33-77 WITH A 1-3/4 INCH HOLE FOR SINGLE SERVICES IN SERVICES WITHIN THE CITY OF NICHOLASVILLE SERVICE TERRITORY; AND CATALOG NO. C33-77 WITH TWO 1-3/4 INCH HOLES FOR DOUBLE METER SETTINGS WITHIN THE CITY OF NICHOLASVILLE SERVICE TERRITORY. WATER METER BOXES SHALL BE SET AT THE APPROXIMATE MID-POINT OF EACH LOT, UNLESS OTHERWISE ON AN APPROVED DEVELOPMENT PLAN.
10. WATER SERVICE SHALL CONSIST OF THE FOLLOWING (UNLESS OTHERWISE NOTED ON THESE PLANS):
    D. A SINGLE SERVICE SHALL CONSIST OF A 3/4 INCH CORPORATION STOP, SADDLE, 3/4 INCH TYPE K SOFT COPPER SERVICE PIPE, METER SETTER (3/4" X 3/4"), METER BOX AND TOP.
    E. A DOUBLE SERVICE SHALL CONSIST OF A 1 INCH CORPORATION STOP, SADDLE, 1 INCH TYPE K SOFT COPPER SERVICE PIPE, DOUBLE METER SETTER (3/4" X 1"), METER BOX AND TOP.
    F. COPPER SERVICE LINES INSTALLED UNDER PUBLIC STREETS SHALL BE ENCASED IN 3 INCH PVC PIPE OR CONDUIT EXTENDING FROM BACK OF CURB TO BACK OF CURB.
11. ALL LINES SHALL BE INSTALLED, DISINFECTED, AND TESTED IN ACCORDANCE WITH THE GENERAL SPECIFICATIONS.

JESSAMINE COUNTY WATER DISTRICT NO. 1 NOTES:

1. SEE GENERAL NOTES ON JCWD #1 STANDARD DRAWINGS.
2. VERTICAL FITTINGS ARE TO BE AVOIDED IF POSSIBLE. IN CASES WHERE VERTICAL FITTINGS CANNOT BE AVOIDED, THE INSTALLATION OF VERTICAL FITTINGS MUST BE WITNESSED BY JCWD1 PERSONNEL TO OBSERVE THE INSTALLATION OF CONCRETE, DEADMEN, ROCKING TO CABINS PIPER AND ANY OTHER MEANS OF SECURING VERTICAL FITTINGS FOR LONG-TERM STABILITY. ADDITIONAL REQUIREMENTS SHALL BE AT THE SOLE DISCRETION OF JCWD1.
3. ALL WATER MAINS MUST MAINTAIN TEN (10) FEET HORIZONTAL AND EIGHTEEN (18) INCHES VERTICAL SEPARATION FROM ALL PROPOSED SANITARY SEWERS.
4. THE JCWD1 SHALL INSTALL ALL CUSTOMER SERVICES AND APPURTENANCES FROM THE WATER MAIN TO, AND INCLUDING, THE METER AND METER BOX. THE DEVELOPER'S CONTRACTOR IS TO INSTALL THE WATER MAIN AND APPURTENANCES ONLY. ALL CONNECTIONS TO EXISTING WATER MAINS SHALL BE CONDUCTED BY JCWD#1 PERSONNEL.
5. SERVICE LINES CROSSING DEDICATED STREETS MUST BE ENCASED (SEE TYPICAL METER INSTALLATION DETAILS).
6. 16" STEEL CASING PIPE SHALL BE INSTALLED WERE PROPOSED 8" MAIN CROSSES DEDICATED STREETS.
7. ALL WATER MAINS INSTALLED AT A DEPTH EXCEEDING SIX (6) FEET OF COVER SHALL BE INSTALLED WITH RESTRAINED JOINTS.

INFRASTRUCTURE FIELD ADJUSTMENT NOTE

INLET AND RIM ELEVATIONS FOR SANITARY AND STORM SEWER STRUCTURES SHOWN HEREON ARE BASED ON APPLIED TYPICAL STREET SECTIONS AND LOT GRADING. CONTRACTOR TO MAKE NECESSARY FIELD ADJUSTMENTS TO THESE STRUCTURES TO MATCH CONSTRUCTED FIELD CONDITIONS AS NO ADDITIONAL COST TO THE OWNER OR THE ENGINEER. FIELD ADJUSTMENTS TO WATERLINE APPURTENANCES SHALL ALSO BE REQUIRED TO MATCH CONSTRUCTED FIELD CONDITIONS.

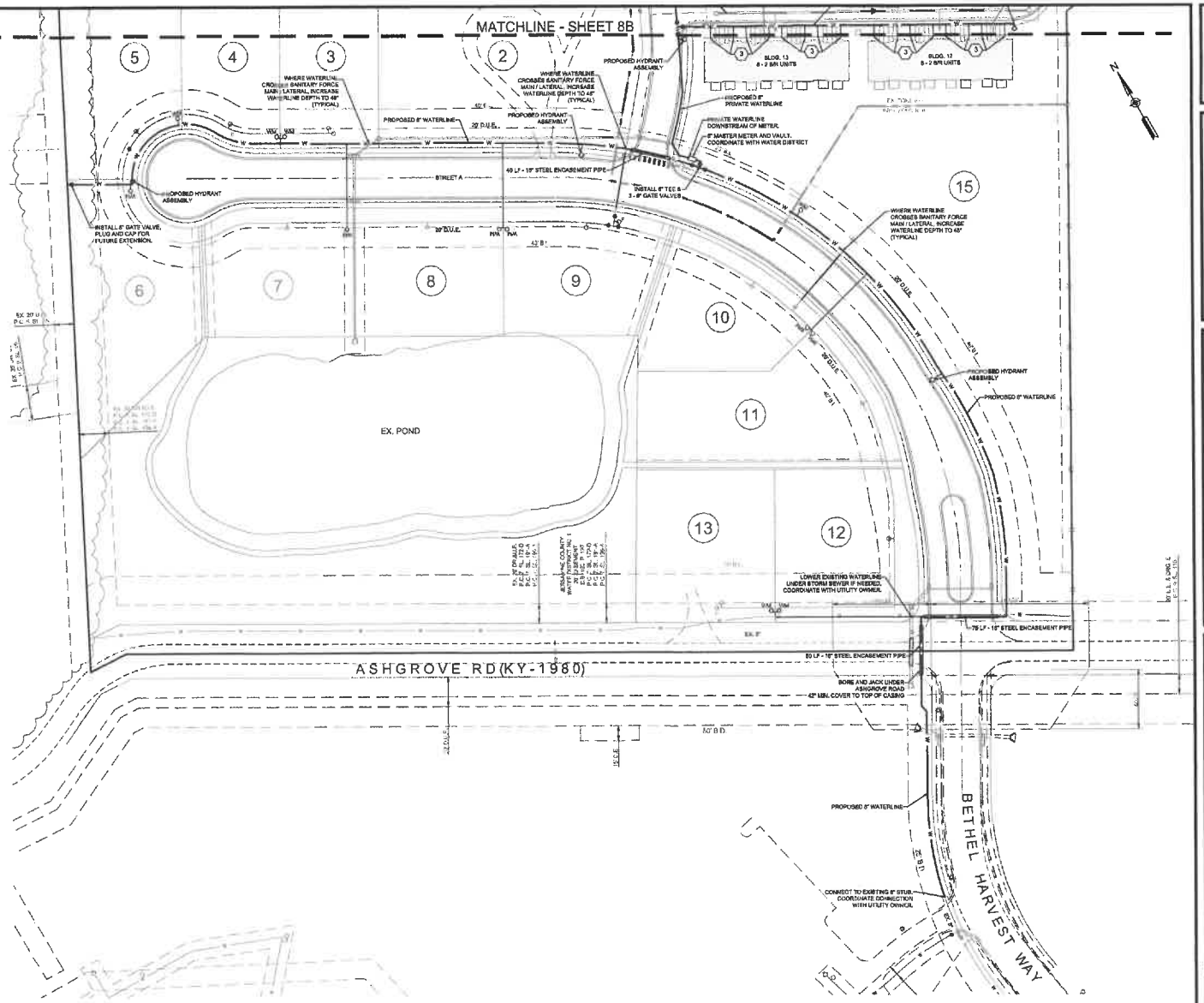
DUAL SPECIFICATIONS NOTE

WATER SERVICE TO THIS DEVELOPMENT SHALL BE PROVIDED BY JESSAMINE COUNTY WATER DISTRICT NO. 1 AND ALL WORK SHALL BE COMPLETED FOLLOWING THEIR SPECIFICATIONS, HOWEVER, AS THIS PROPERTY IS ANNEXED INTO THE CITY OF NICHOLASVILLE, THE CITY OF NICHOLASVILLE GENERAL SPECIFICATIONS SHALL ALSO APPLY TO THIS DEVELOPMENT. IN CASE OF CONFLICT BETWEEN THE SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY. SEE JESSAMINE COUNTY WATER DISTRICT NO. 1 GENERAL NOTES.

UTILITY NOTE:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, KENTUCKY DIG SAFELY (KDS), (KDS FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. GAS, TELEPHONE, ELECTRIC WIRES, GAS, AND WATER LINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

Kentucky 811



WATERLINE LEGEND

- WATER VALVE
- WM WATER METER
- FIRE HYDRANT ASSEMBLY
- W PROPOSED WATERLINE
- W EXISTING WATERLINE

GRAPHIC SCALE

1 inch = 50 feet

STATE OF KENTUCKY — AUSTIN D. SWINEY — 36606 — LICENSED PROFESSIONAL ENGINEER — 6/23/2024

OWNER
ASHGROVE FARMS, LLC
3701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1901 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1550 ASHBROOKE ROAD, NICHOLASVILLE, KY 40356

WATERLINE PLAN

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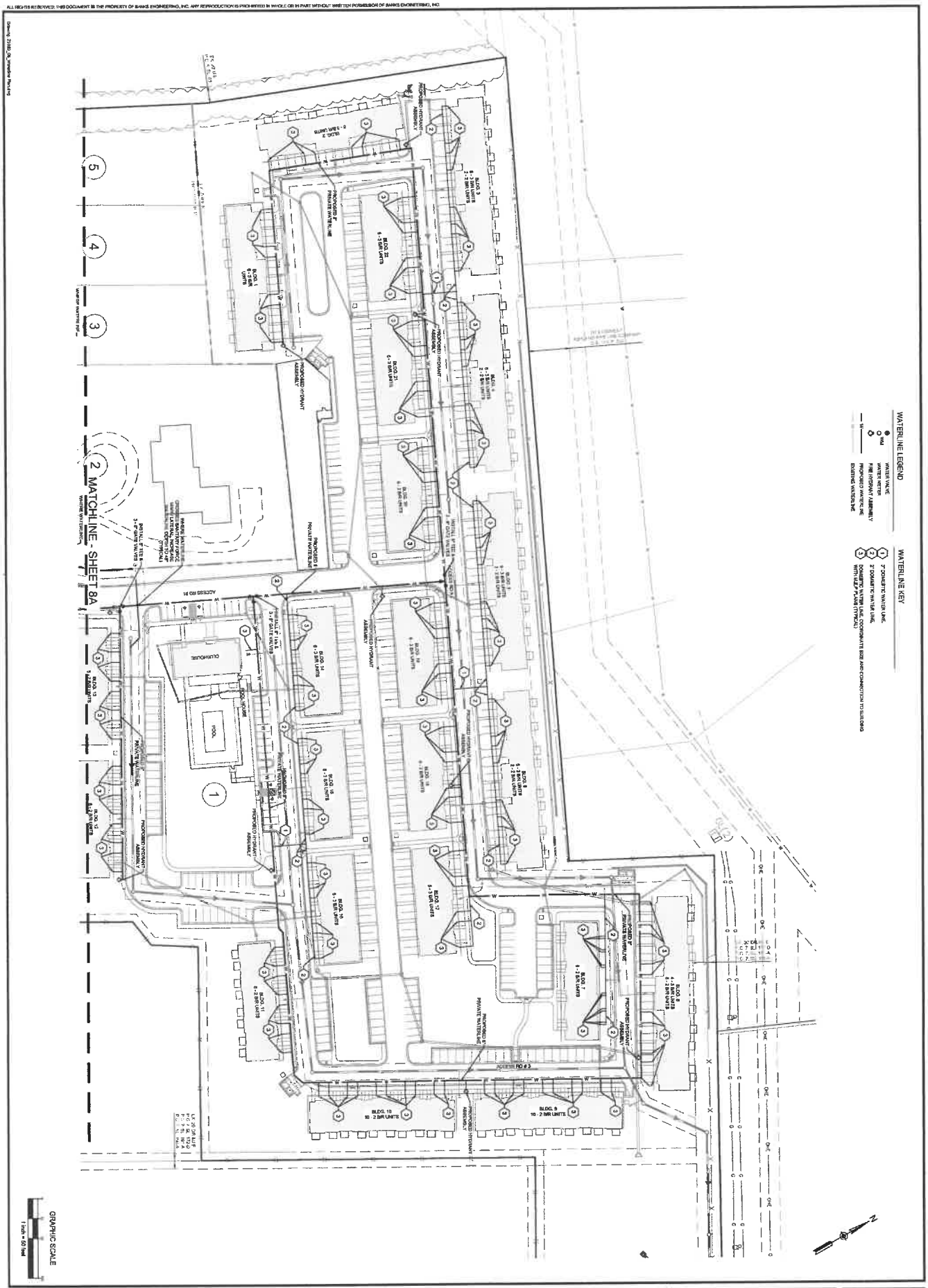
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JOB 23153
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CHECKED JDB

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Drawing: 23153_08_Waterline Plan.dwg

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WATERLINE LEGEND
WATER VALVE
WATER METER
FIRE HYDRANT ASSEMBLY
PROPOSED WATERLINE
EXISTING WATERLINE
WATERLINE KEY
1 2" DOMESTIC WATER LINE.
2 2" DOMESTIC WATER LINE.
3 DOMESTIC WATER LINE. COORDINATE SIZE AND CONNECTION TO BUILDING WITH MEP PLANS (TYPICAL)
MATCHLINE - SHEET 8A
PROPOSED 8" PRIVATE WATERLINE
PROPOSED HYDRANT ASSEMBLY
ACCESS RD #1
ACCESS RD #2
ACCESS RD #3
CLUBHOUSE
POOL
POOL HOUSE
BLDG 1 6 - 3 BR UNITS
BLDG 2 6 - 3 BR UNITS
BLDG 3 6 - 3 BR UNITS
BLDG 4 6 - 3 BR UNITS
BLDG 5 6 - 3 BR UNITS
BLDG 6 6 - 3 BR UNITS
BLDG 7 6 - 3 BR UNITS
BLDG 8 6 - 3 BR UNITS
BLDG 9 10 - 2 BR UNITS
BLDG 10 10 - 2 BR UNITS
BLDG 11 6 - 2 BR UNITS
BLDG 12 6 - 3 BR UNITS
BLDG 13 6 - 2 BR UNITS
BLDG 14 6 - 3 BR UNITS
BLDG 15 6 - 2 BR UNITS
BLDG 16 6 - 3 BR UNITS
BLDG 17 6 - 3 BR UNITS
BLDG 18 6 - 3 BR UNITS
BLDG 19 6 - 3 BR UNITS
BLDG 20 6 - 3 BR UNITS
BLDG 21 6 - 3 BR UNITS
BLDG 22 6 - 3 BR UNITS
INSTALL 8" DIP CL 350 WATER MAIN
INSTALL 8" DIP CL 350 WATER MAIN
INSTALL 8" DIP CL 350 WATER MAIN

SHEET	DATE
9A	09/23/2024

JOB	23153
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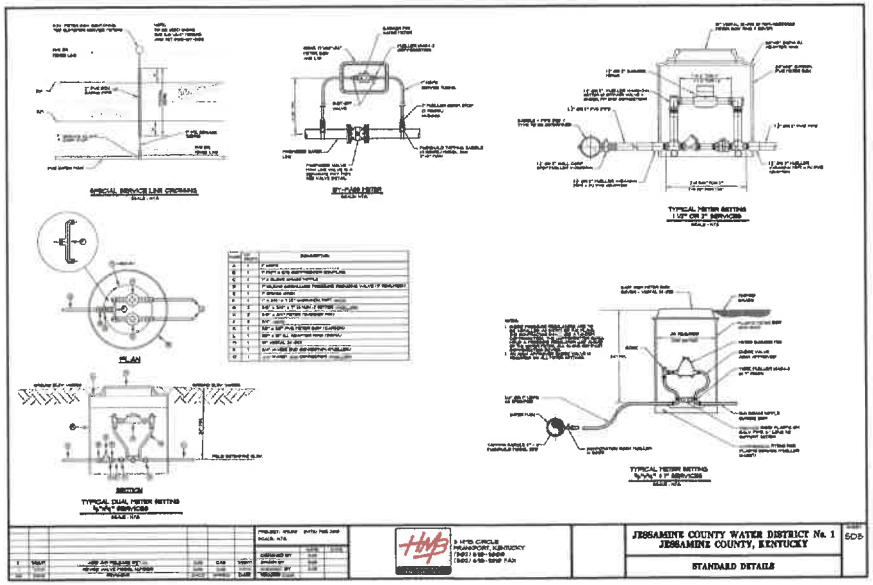
JCWD #1 STANDARD DETAILS

TRACT 1-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

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PROJECT: STUDY	DATE: FEB. 2021
SCALE: N.T.S.	
DESIGNED BY:	CAS
DRAWN BY:	CAS
CHECKED BY:	MAM

3 HMB CIRCLE
PEWAMONY, KENTUCKY
(502) 695-5000
(502) 695-5050 FAX

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD DETAILS

6D5

JESSAMINE COUNTY WATER DISTRICT No. 1
GENERAL NOTES
February 4, 2021

1. No sewer will be provided by JCWD1 in any development until the District's standard development contract is executed and returned to the District and all costs incurred by the District have been reconciled by the Developer.
2. The Developer's Contractor shall notify JCWD1 a minimum of 48 hours prior to the start of construction.
3. JCWD1 shall install all customer services and appurtenances from the water main to, and including, the meter and meter box. The Developer's Contractor is to install the water main and appurtenances only.
4. All water line shall be laid in either a dedicated utility easement (30' minimum) and/or public right-of-way where the District has unrestricted access and permission to cut the street to make repairs. In new residential developments, or other areas with sidewalks, the developer shall provide JCWD1 with a dedicated water line easement a minimum of 6' in width for water line installed parallel to sidewalks. Easements shall be a minimum of 30' in all other circumstances.
5. The bacteriological testing will be coordinated by JCWD1 and will be charged to the Developer. JCWD1 personnel will take all samples. Disinfection of the lines must be performed by the Contractor under the direct supervision of the District. The Contractor may not open any valve to the District's system. Copies of all lab reports must be presented to the District for review
6. Pressure testing of the water lines and appurtenances shall be performed by the Contractor and must be observed by JCWD1 personnel. The Contractor may not open any valves to the District's system.
7. Installed water main shall be tested at 50 PSI above the rated working pressure of the pipe for a minimum of two (2) hours, with no more than 5 PSI pressure loss over the duration of the test. JCWD1 personnel shall witness the test preparation and record gage readings at the beginning and end of the pressure test. Not more than 3500 feet of pipe may be tested at any one time.
8. A two-year warranty period is required on all portions of the work. The Developer is responsible for all maintenance and repair costs during this timeframe.
9. Record Drawings, including a construction cost estimate and detailed quantity breakdown, are to be provided to the District by the Developer/Owner, or his Engineer, when construction is complete. Both a paper copy and electronic copy (georeferenced AutoCAD format and PDF) of Record Drawings are required to be submitted to the District.
10. The Developer's Engineer must certify to the District, the City and DOW that the fire hydrants installed meet all City and State requirements.
11. JCWD1 shall make all connections to existing water lines. The Developer's Contractor must coordinate all connections with the District. The Developer is responsible for all costs associated with connections or taps to existing mains.
12. The Developer must submit contracts requesting service. No deposit is required if the Developer is subdividing bidding and construction of the work.
13. The Developer and/or his Engineer must provide sufficient construction observation services for the project so that the construction can be certified by the Developer's Engineer to the DOW with no qualifications when construction is completed.
14. Periodic Project Inspection shall be performed by the District, at the Developer's or the Contractor's expense. The amount of inspection services and costs may be estimated prior to the start of the work, at the Developer's request. The Developer's Engineer shall provide adequate inspection to certify the completed project to the DOW without qualification or exception.
15. DOW must approve the final plans and their approval letter must be submitted to Jessamine County Water District No. 1 prior to construction.
16. All water line trenches must be of sufficient width to allow any subsequent maintenance to be practically performed. Required width shall be determined by the District's representative.
17. #10 AWG THWN insulated copper wire shall be installed along all water main. All splicers of tracer wire shall be fully encapsulated within splicers.
18. Standard utility marking tape shall be installed in the trench directly over all water mains at a depth of approximately 18 inches.
19. Installed water main joint deflection may not exceed 4° per 20-foot stick of pipe or manufacturer recommendation. If less than 4° as measured from bell to spigot in relation to what would be a true and straight installation extending along the length of the preceding joint of pipe, or manufacturer recommendations if less than 4°.
20. All installed water main must be seated in accordance with manufacturer recommendations and may not be pryor or under inverted under any circumstances.
21. Backfill around catch basins must be tightly compacted to prevent shifting of water main towards any catch basin.
22. The Developer shall submit Shop Drawings/construction materials submittals to the District for review prior to beginning construction.
23. The Contractor shall perform rough cleanup daily, with no ditches left open overnight and all construction debris disposed of daily.
24. More stringent requirements of any applicable permit shall apply to the Work.
25. Any water main installed in public right-of-way shall be a minimum of 36" deep. State maintained roadway crossings shall be a minimum of 42" deep measured from the lowest point in the right-of-way. Water main installed parallel to roadways and within the right-of-way shall be a minimum of 36" deep unless installed in the ditch, where it shall be a minimum of 42" deep.
26. Three (3) feet of horizontal separation is required between installed water main and any and all other underground utilities. Water main may be installed in the utility strip only if this separation may be achieved and the water main is the only underground utility within the utility strip. Minimum utility strip width is six (6) feet.
27. Megalug style joint restraints are required for all water main larger than 8" in diameter. Romac grip rings are acceptable only for pipe 8" or less in diameter.
28. Water Main installed within city limits shall comply with applicable standards.
29. No copper service line may be installed regardless of location of project in relation to city limits.

NOTE:
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PROJECT: STUDY	DATE: FEB. 2021
SCALE: N.T.S.	
DESIGNED BY:	CAS
DRAWN BY:	CAS
CHECKED BY:	MAM

3 HMB CIRCLE
PEWAMONY, KENTUCKY
(502) 695-5000
(502) 695-5050 FAX

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD DETAILS - GENERAL NOTES

6D6

CONTRACT FOR USE OF FIRE PROTECTION SYSTEM

THIS AGREEMENT made and entered on this the _____ day of _____, 20____, by and between _____ hereinafter referred to as "Customer" and the Jessamine County Water District No. 1, an autonomous unit corporate, of Jessamine County, Kentucky, hereinafter referred to as "District"

WHEREAS, the Customer is the owner of premises and property which is situated within an area to be provided with a fire services by the District, and

WHEREAS, the Customer intends to install, own and maintain a fire protection system to be supplied water by the District's system, and

WHEREAS, it is the policy of the District to assist or otherwise assume fire-flow all commitments to its system.

WITNESSETH: The Customer in consideration of premises hereto granted by the District for the Customer to operate said fire protection system to a double detector check valve furnished by the Customer, the Customer does hereby covenant and agree with the District as follows:

1. The installed fire protection System, including the double detector check valve installation, the check valve and the water base connecting the detector check valve and the District's system, to which fire and all related appurtenances to the part of the District water shall be obtained, installed and maintained solely by and at the expense of the Customer.

2. The plans, specifications and construction for the complete fire protection system must comply with all District, local, state and federal requirements and regulations and be approved by the District before commencement and installation. Customer shall comply with the attached "Guidelines for Fire Service Installation" to the installation and maintenance of the Fire Protection System. Customer shall coordinate final field location of the protection vault with the District.

3. No connections shall be made to the Customer's fire protection system for any purpose other than fire protection.

4. The "Guidelines for Fire Service Installation" are attached hereto and incorporated by reference herein as if copied verbatim herein.

5. The Customer shall pay bills for service listed upon the detector of connection to the District's system as set forth in the standard rate schedule of the District as approved by the Public Service Commission of Kentucky.

6. The Customer shall not make any alterations to the District's system as set forth in the standard rate schedule of the District as approved by the Public Service Commission of Kentucky.

7. The Customer shall maintain in the protection system in good condition and will make timely repairs of leaks that may occur in said system. Service to the Customer's fire protection system shall be discontinued by the District should a leak develop that Customer had located and repaired within a reasonable time as determined by the District.

8. It shall be the Customer's responsibility to make periodic tests to assure the proper operation of the double automatic check valve installation, in accordance with all applicable laws and regulations.

9. The District does not guarantee a water supply to the Customer's fire protection system at any particular flow rate or pressure. Furthermore, the Customer will indemnify and hold harmless the District and its employees or agents from and against all claims, damages, losses and expenses incurred as a result of installation and maintenance of the Customer's fire protection system, except for those caused by the District's sole negligence or willful misconduct. This section is limited in kind of loss for determined to be subsequent by this contract by the District and all approvals of State Fire Marshal, Kentucky Human Resources and Environmental Protection Cabinet and any other applicable agency will be required before connection is finally approved for service.

10. If the Customer fails to comply with the terms of this Agreement and any other applicable rules and regulations of the District, service to the Customer may be discontinued by the District at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers on the date first above written.

JESSAMINE COUNTY WATER DISTRICT No. 1

BY: _____
CHAIRMAN

_____
SECRETARY OF PROPERTY

_____
ATTEST

_____
PHONE NUMBER

GUIDELINES FOR FIRE PROTECTION

A. Prior to any installation activities, the property owner/developer must provide JCWD1 with approved hydro flow test from Division of Engineering and the City of Nicholasville (if the site is located within the City Limits or proposed for annexation). These hydro tests must be provided to JCWD1 for review and approval along with two (2) sets of plans showing the proposed fire protection location, meeting and proposed utilities, buildings and other elevations and easements, as well as fire vault details. The site plan shall be to scale.

B. Upon approval of the proposed plans by JCWD1, the property owner/developer shall execute a Contract for Domestic Check Valves. The Contract is available from JCWD1 upon request. The Contract must be executed, and all fees, fine or other charges received by the owner/developer, prior to any water service being provided by JCWD1.

The property owner/developer shall be subject to the attached billing practices of JCWD1 and shall be assessed a monthly bill based upon the diameter of the connection to the main line for JCWD1 standard billing rates.

C. The property owner/developer shall grant ownership as well as operations, maintenance and testing responsibilities for all fire protection systems, or portions thereof, at all times. JCWD1 shall in no way be responsible or liable for the functionality of the fire protection system.

D. All fire protection systems shall be located at the location(s) designated by the applicable Water Project or Land Development Plan. At no time shall the line exceed four (4) feet from the building to the meter pedestal. The PVC shall not be allowed in any way that would render access or operation from a fire department apparatus. If the PVC is on or co-located within accessible area, it shall be protected by lockable steel bollards painted a safety yellow color.

E. JCWD1 shall install all taps to existing water mains. Under no circumstances shall the property owner/developer or his agent tap existing JCWD1 water mains. All taps shall include a tapping sleeve and valve, and shall be installed by JCWD1 personnel or by a contractor approved by JCWD1. The fire protection system shall connect to the JCWD1 system at the tapping valve furnished by JCWD1. Only JCWD1 personnel shall operate the valve.

F. JCWD1 will invoice the property owner/developer for the actual cost of the installation of the tapping sleeve and valve. An estimate of the cost may be provided for budgeting purposes prior to the work upon request of the property owner/developer.

G. The contractor for work shall be subject to inspection and approved by JCWD1 personnel prior to the commencement of water service.

H. The property owner/developer shall be responsible for reimbursing JCWD1 for all expenses related to the installation of a fire protection system. These expenses may include, but shall not be limited to: engineering, inspection, testing and water service personnel time. Prior to the proposed fire protection system, shall be approved by JCWD1 in advance, final determination by JCWD1, as stated, legal fees, etc. No water shall be provided until all fees or charges are paid in full.

I. The property owner/developer shall be responsible for all maintenance, repair and replacement of the fire protection system. Such expenses may include, but shall not be limited to: engineering, inspection, testing and water service personnel time. Prior to the proposed fire protection system, shall be approved by JCWD1 in advance, final determination by JCWD1, as stated, legal fees, etc. No water shall be provided until all fees or charges are paid in full.

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PROJECT: STUDY	DATE: FEB. 2021
SCALE: N.T.S.	
DESIGNED BY:	CAS
DRAWN BY:	CAS
CHECKED BY:	MAM

3 HMB CIRCLE
PEWAMONY, KENTUCKY
(502) 695-5000
(502) 695-5050 FAX

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD FIRE PROTECTION SYSTEM

6D7

JESSAMINE COUNTY WATER DISTRICT No. 1
GUIDELINES FOR FIRE SERVICE INSTALLATION
March 7, 2013

The following are general guidelines for installation of fire protection systems within the service territory of Jessamine County Water District No. 1 (JCWD1). These should be considered as minimum acceptable standards. The final design of all components of the system is the responsibility of the property owner/engineer and fire design consultants. It shall be assumed that these guidelines are incorporated in a public project, alternative designs may be submitted for review, as long as the minimum standards presented herein are satisfied.

When it is necessary for the water to be shut off for the fire protection purposes, there shall be installed in the water line a device known as a "Double Detector Check Valve Assembly" with a metered bypass. A detailed drawing of the proposed fire vault and plan view layout shall be submitted to and be City of the proposed installation is within any feeder, and to JCWD1 for review and approval prior to installation. Any construction activities completed prior to JCWD1 approval of submitted plans shall be subject to the penalty provisions of Rule 7.

The material between shall be of radiation size to every ground except without extending the "Double Detector Check Valve Assembly" to the meter pedestal. The "Double Detector Check Valve Assembly" shall be manufactured in accordance with current AWWA standards and applicable state and local rules and regulations.

Property owners or developers that desire fire suppression systems that employ a fire department connection (FDC) shall furnish a 4-bolt "Storz" fitting with cover attached to a 30-degree downturn on the FDC inlet fitting. The downturn from the ground to the bottom edge of the fitting shall be no less than 18 inches and no more than 24 inches. All FDC's shall be secured at least 15 feet away from the structure, unless the installation of a non-combustible shield or wall is approved by the Fire Marshall. The FDC shall be located within 100 feet of a fire hydrant, unless approved by the Fire Marshall. The FDC shall not be obstructed in any way that would hinder access or operation from a fire department apparatus. If the FDC is on or co-located within accessible area, it shall be protected by lockable steel bollards painted a safety yellow color.

The property owner and/or operator during construction or new installation of fire suppression systems shall install or upgrade the system to include the "Double Detector Check Valve Assembly" detailed within the fire code valve for proper backflow prevention (DPV) line. All DPV installations in upgrades shall be electronically monitored and painted bright yellow. Any existing DPV's shall be painted safety YOC. All FDC and DPV installations shall have a number affixed to or near the device that clearly indicates the property to ease fast fire service access.

A fire hydrant assembly painted City of Nicholasville specifications (shall be at 400 Super 5 connection 200 shall be installed in accessed within 50 feet of the FDC and shall be located within 50 feet of a paved surface roadway capable of towards to and of supporting a fire apparatus.

All "Double Detector Check Valve Assembly" shall be installed within a pressure concrete vault and shall be located as close to the existing JCWD1 water as possible. The proposed vault location shall be submitted on a detail plan for approval to JCWD1 for review and approval prior to installation. The "Double Detector Check Valve Assembly" shall not be installed inside any building.

Any request for the service installation 8" or larger shall include written documentation justifying the need for such service. Along with the justification, the fire code owner must provide their training and training for and test approval of a Professional Engineer holding a current license in the State of Kentucky. Any variance the acceptance of available water flow. Any such request shall also include detailed drawings of the proposed work and/or services.

WATER MAIN

A. Polyvinyl Chloride Pipe (PVC) - A minimum of DR18, Pressure Class of 150 PSI shall conform to the latest edition of AWWA C900. must be NSF approved and manufactured in accordance with latest ASTM standards.

B. Fittings - All fittings and accessories shall be Ductile Iron, rated for a minimum of 250 PSI working pressure. The fittings and accessories shall be new and unused. All plumbing shall utilize mechanical joint fittings. Mechanical joints shall conform to AWWA C111, latest edition.

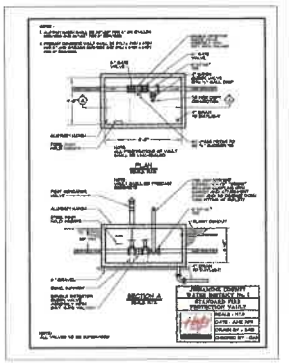
C. Valves - All valves shall open by turning counter clockwise. Valves 12 inches and smaller shall be resilient seated gate valves, non-rising stem with "O" ring sealing, with rated at 200 PSI unobstructed working pressure and conform to the applicable portions of AWWA C509, latest CSDA, latest edition. Tapping sleeve and valves shall be designed for a minimum working pressure of 200 PSI. The tapping sleeve together with the tapping valve shall be rated at 200 PSI for 30 minutes with no loss of pressure. Full flow tapping valves and tapping sleeves shall be provided on all sizes of water mains. Mechanical joint ends shall be used on valves and tapping sleeves that connect water to valve the sweep to the valve. Flanged joints shall not be buried.

D. Fire Hydrants - All fire hydrants shall be Mueller A423, double pumper with two 4 ½ hub outlets. Fire hydrants shall be capable of flowing 1000 GPM at 20 PSI residual at locations within the Nicholasville City Limits.

E. Meters - Badger (model 25) type ¾" by-pass meter shall be installed on "Double Detector Check Valve Assembly" by fire protection contractor.

F. Fire Vaults - Minimum inside vault dimensions shall be 5' (L) x 4' (W) x 8' (D) for proposed services 6" and smaller, and shall be 8' (L) x 6' (W) x 8' (D) for 8" services. The vault shall be watertight and top of the vault shall be a finished grade level. Pressure vaults shall be designed for a minimum of 1000 PSI. Vaults shall be set on a 6" thick bed of #57 stone, and conform to the existing water main and shall drain free to daylight via Schedule 40 PVC pipe (if possible. Vault shall have a minimum 24" x 36" aluminum hatch for 6" and smaller services and a 36" x 36" aluminum hatch for 8" services. Hatches shall be to manufactured by Bilco or Halliday

G. Double Detector Check Valve Assemblies - Double detector check valves shall be installed in the horizontal position, with elevation equal or between maintenance and testing. Control valves for double detector check valves assembly shall be also manufactured exceeding blue and tape post hydrants type. Acceptable manufacturers are: Watts, Ames, Febco or Wilkins.



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PROJECT: STUDY	DATE: FEB. 2021
SCALE: N.T.S.	
DESIGNED BY:	CAS
DRAWN BY:	CAS
CHECKED BY:	MAM

3 HMB CIRCLE
PEWAMONY, KENTUCKY
(502) 695-5000
(502) 695-5050 FAX

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD FIRE PROTECTION SYSTEM

6D8

STATE OF KENTUCKY
AUSTIN D SWINEY
36808
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

JCWD #1 STANDARD DETAILS

BANKS
1311 JESSAMINE STATION | NICHOLASVILLE, KY | 859.881.0020 | BANKSENGINEERING.NET

SHEET 9B
DATE 09/23/2024
REVISIONS 1 2 3 4 5
JOB# 23153
DRAWN: ADS/KJH
CHECKED: JDB

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EXCUSABLE EXCAVATION FOR APPROXIMATE LOCATION OF UNDERGROUND PIPELINE

The undersigned Excavator requests Jessamine County Water District No. 1 to mark the approximate location of its underground water pipeline at a place within the services of ___ water district or as flank in the attached "Excavator Information" Form.

Notice is given to Excavator that the underground pipeline (unless noted below) were will be located as reasonably as possible from field location records available to the district. See KRS 367.4905(15).

THE EXACT LOCATION BECAUSE OF THE WATER SYSTEM'S FOR UNDERGROUND PIPELINE MAY BE INACCURATE. THE EXACT LOCATION OF THE UNDERGROUND PIPELINE CANNOT BE DETERMINED WITHOUT HAND-DIGGING BY THE EXCAVATOR OR NONINTRUSIVE MEANS TO AVOID DAMAGE TO THE UNDERGROUND PIPELINE.

The Rules and Regulations of Jessamine County Water District No. 1 (about No. 46 - filed with the Kentucky Public Service Commission) provides, in part as follows:

> A. Any person, firm or organization making excavation near the District's mains, appurtenances, or other property may request the District to indicate the location of same. However, inasmuch as the District does not relieve such person of complete responsibility and liability and has to the District's property, such person, firm or organization of such excavation.
>
> Excavator shall immediately notify the District of any damage or break to the line.
>
> Excavator shall comply with all applicable laws related to the excavation of underground water pipelines and facilities.
>
> Excavator acknowledges that the "Excavator Information" sheet attached hereto is accurate and complete, and is incorporated by reference herein.
>
> Excavator agrees to comply with all Rules and Regulations of the Water District and all applicable laws related to this excavation.
>
> Excavator agrees (together with all heirs, successors and assigns) to be bound by the terms of this request as set forth above.

Dated: _____, 20__.

EXCAVATOR

Witnessed by:

Received by:

on _____, 20__.

JESSAMINE COUNTY WATER DISTRICT No. 1

THE UNDERSIGNED EXCAVATOR AGREES TO ASSUME COMPLETE RESPONSIBILITY AND LIABILITY FOR ANY LOSS TO THE WATER DISTRICT PROPERTY RESULTING FROM ANY ACT OF THE EXCAVATOR OR ITS AGENTS IF SAID EXCAVATOR IS UNSATISFACTORY WITH THE HOLD HARMLESS AGREEMENT OF SAID WATER DISTRICT.

EXCAVATOR INFORMATION

a) Name of Contractor:

Address:

Telephone:

b) Site location of Excavation:

c) Type & Extent Excavation:

d) Date or Dates of Excavation:

e) Contact name and telephone of the person responsible for the work to be performed:

Name: _____

Telephone: _____

NOTE:
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3 HMB CIRCLE
FRANKFORT, KENTUCKY
(502) 695-5000
(502) 695-5040 FAX

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD DETAILS - LOCATE DOCUMENTS

SD9

JESSAMINE COUNTY WATER DISTRICT No. 1
CONSTRUCTION CHECKLIST
(Revised 6/20/17)

1. Name of development: _____
2. Name, address, phone no. of Developer / Developer: _____
3. Name, address, phone no. of Developer/Owner's Engineer: _____
4. Letter from District to Division of Water stating review from District.
5. Contract statement for fire protection. Provided by Developer but _____ (Developer) Required by _____ Date: _____
6. Number of preliminary plat:
   - a. Approval of Commissioners
   - b. Approval of District's Engineer
   - c. Approval from City of Nicholasville's Superintendent, if in City Limits.
   - d. Approval from Division of Water
   - e. Water Line on dedicated 20' utility Easement or Owner provides 20' easement to District.
7. Owner's comments signed by Owner
8. Signed preliminary plat and copy for office
9. Related to Mill Owner stability and expansion relating to development.
10. If including sprinkler system must
   - a. Sign Defender Check Valve metered.
   - b. Approval of District
   - c. Approval of District's Engineer (Submit Site Plan and Work Details)
   - d. Approval of Housing Authority
   - e. Approval of City if Project is within City Limits.
   - f. Hydrostatic are responsibility of the District/Developer's Engineer
11. Construction of water line:
   - a. Final Construction Plans reviewed and approved by District's Engineer (provide 2 sets of paper plans and 1 georeferenced shapefile copy of plans on CD to District's Engineer).
   - b. Construction Plans submitted stamped by licensed Professional Engineer in Kentucky
   - c. Name and phone number of Contractor: _____
   - d. Water District will make all connections or isolating Gate

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JESSAMINE COUNTY WATER DISTRICT No. 1
CONSTRUCTION CHECKLIST
(Revised 6/20/17)

e. Developer must submit final Drawings/material submittals to District for review prior to ordering commodities
f. Water District will open any valves in District's system.
g. Water District must see new line before it is backfilled.
h. Water District will inspect the chlorination of new lines.
i. Water District will determine pressure and rate of flow.
j. Bacteriological testing will be coordinated by District.
k. District backflow at point of Contribution (at least 40 feet plant line)
l. If fire hydrants are installed, a registered engineer must certify to City and DOW that they meet City and State requirements. Fire hydrants shall be Medium Super Centurion 250, model number A-423.
m. Prepay inspection fee to be provided by the District, at the Developer/Owner's expense. The District's inspection is only to assure acceptable standards of construction. It is not the District's responsibility to enforce the Hazard elements of the plans. This is the responsibility of the Developer/Owner's Engineer. The Developer/Owner's Engineer must provide completed certification statement to certify the project to the District of Water utilities qualifications.
n. All permanent water line easements must be a minimum of 20' in width.
o. The water line and all mains of customer service meters and appurtenances
p. All new water mains installed crossing area shall be installed along all water mains, with all valves appropriately accessorized with pillows.
q. Recycled utility marking tape shall be installed in that trench directly over all water mains at a depth of approximately 18 inches.

12. Project Completion:
   - a. Owner written certification to Division of Water that water lines have been constructed and tested, signed by registered Professional Engineer.
   - b. Provide to District:
     - 1. Sealed Drawings (1 paper copy, 1 georeferenced electronic AutoCAD copy on CD)
     - 2. Length of line installed provided to District
     - 3. Approximate map of line provided to District
     - 4. Letter authorizing line to District
     - 5. Payment of current bills up to date
     - 6. Name of 2 yr warranty supervisor

13. Sign Area Plat

14. Before trailers can be set:
   - a. Road plumbing permits from county Health Department
   - b. Water lines and as District
   - c. Must comply with City water tap fee. Comes equals a copy of receipt showing payment by City of Nicholasville if development is within city limits and hooking on to the sewer.

Note: No sewer will be provided by JCWD, until this checklist is completed in full.

REQUIREMENTS FOR APPROVAL OF WATER LINES TO BE OWNED BY JESSAMINE COUNTY WATER DISTRICT NO. 1

JESSAMINE COUNTY WATER DISTRICT NO. 1 will consider the following statutes, rules or ordinances to be mandatory on a subdivision water system, for approval of subdivision plans when the water distribution system has not been installed, dedicated, approved and accepted by the said water district in conformance with KRS 278.285 (4) and applicable subdivision, planning and zoning regulations of the City of Nicholasville Planning Commission and Jessamine County-City of Villages Joint Planning Commissions.

REQUIREMENTS FOR DISTRICT REVIEW PROCEDURES
DEVELOPER TO ASSUME RISK OF ADVANCES TO THE District

1. The Subdivision water system is a statutory body regulated by KRS 278.285 (4) and all of applicable Kentucky laws, including the planning and zoning laws and regulations of the local jurisdictions (City of Nicholasville, City of Nicholasville Planning Commission, Jessamine County - City of Villages Joint Planning Commission and Jessamine County).

2. This subdivision water system shall remain in full force and effect until the completion of all physical improvements of streets, utilities and other facilities (including the water distribution system) and conveyance and dedicate by its ultimate location, including the Jessamine County Water District No.1.

3. The Kentucky Statute (1) time statute of limitations, under KRS 413.090(2) shall be applicable to this subdivision survey items.

4. When this Board has been furnished an opinion with a statutory or other legal requirement in the location under the construction to be for construction, and provisions in the form of a bond, cash and statutory or legal requirements and the desired, detailed locations and functional functioning to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the Plant in that this Board shall be construed as a statutory bond and not as a covenant run bond.

5. This subdivision surety bond is issued as a condition precedent to the approval of any plat of the developer to ensure proper completion of physical improvements (including the water distribution system) pursuant to the authority of KRS 100.281 (4) and other applicable ordinances, regulations and law.

6. Any subdivision surety bond shall strictly comply with the subdivision regulations of the applicable planning and zoning commission with jurisdiction of Jessamine County Water District No. 1 as a furnished party and others for such item or items as are reasonably necessary to complete the water distribution system in accordance with the law of subdivision regulations of the respective planning commissions of Jessamine County. Nicholas, that all costs and expenses required to perform the bond, including, but not limited to, engineering, attorney and court fees.

7. The terms and conditions of paragraphs 1 through 6 above shall supersede, invalidate, void and render any provision of the bond to the contrary or in conflict therewith and such conflicting provision shall be treated as mere surplusage without affecting the validity of the bond.

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3 HMB CIRCLE
FRANKFORT, KENTUCKY
(502) 695-5000
(502) 695-5040 FAX

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD DETAILS - DOCUMENTS

SD10

JESSAMINE COUNTY WATER DISTRICT No. 1
3529 Lexington Road
Nicholasville, Kentucky 40356
Phone (859)885-9514
Fax (859)881-9634

TO: JESSAMINE COUNTY WATER DISTRICT No. 1

RE: REQUEST FOR CHANGE OR ALTERATION OF WATER LINE

The undersigned requests a change or alteration of the water line of Jessamine County Water District No. 1 as follows:

1. LOCATION OF LINE: _____
2. REASON FOR CHANGE OR ALTERATION: _____
3. DATE WORK CHANGE IS NEEDED: _____
4. NAME, PHONE AND ADDRESS OF APPLICANT: _____
5. NOTE: Any drawings, plans or sketches attached for JCWD #1 review. _____

APPLICANT SEEKING APPROVAL OF THE CHANGE OR ALTERATION AND DETERMINATION OF THE ESTIMATED COSTS OF THE CHANGE FOR A PREPAYMENT TO BE PAID TO THE WATER DISTRICT.

APPLICANT FURTHER AGREES TO PREPAY IN ADVANCE ALL ESTIMATED COSTS AND EXPENSES RELATED TO THE CHANGE OR ALTERATION OF THE WATERLINE AND TO PREPAY ANY AND ALL ADDITIONAL COSTS AND EXPENSES WHICH MAY RESULT FROM THE CHANGE OR ALTERATION, INCLUDING, BUT NOT LIMITED TO, CHANGE ORDERS OR ADDITIONAL COSTS OR EXPENSES NOT KNOWN OR ANTICIPATED AT THE TIME OF THE INITIAL REQUEST FOR A CHANGE OR ALTERATION OF THE WATERLINE. A REFUND TO APPLICANT WILL BE MADE FOR ANY PORTION OF THE PREPAYMENT WHICH EXCEEDS THE ACTUAL COSTS AND EXPENSES OF THE CHANGE OR ALTERATION.

DATED: _____

_____
APPLICANT

RECEIVED AND WITNESSED BY:

_____
JESSAMINE COUNTY WATER DISTRICT No. 1

JESSAMINE COUNTY WATER DISTRICT No. 1
3529 Lexington Road
Nicholasville, Kentucky 40356
Phone (859)885-9514
Fax (859)881-9634

REQUIREMENTS FOR CHANGE OR ALTERATION OF WATER LINES OF JESSAMINE COUNTY WATER DISTRICT No. 1

Any requests by third parties for changes or alterations of the water lines of Jessamine County Water District No. 1 shall comply with the following:

1. Any proposed change or alteration shall be made in writing with details of the location of the line and any drawings or plans related to the request and need for the change or alteration.

2. Engineers of the costs related to the changes or alterations shall be made by the District, which shall include construction costs, administrative costs, survey fees, attorney fees or any other applicable expenses related to the project.

3. No change or alteration shall be made until approved in writing by Jessamine County Water District No. 1 and the total amount of the estimated cost of the change or alteration has been prepaid in advance by certified check, money order or cash. Applicant shall pay the actual expenses which exceed the prepaid estimated expenses.

4. A refund to applicant will be made for any portion of a prepayment that exceeds the actual costs and expenses of the change or alteration of the waterline.

JESSAMINE COUNTY WATER DISTRICT No. 1
3529 Lexington Road
Nicholasville, Kentucky 40356
Phone (859)885-9514
Fax (859)881-9634

APPROVAL OF WATER SYSTEM CHANGE OR ALTERATION

TO: _____

LOCATION: _____

Jessamine County Water District No. 1 approves the request of the above applicant for a change or alteration of the water system of Jessamine County Water District No. 1 subject to the construction being made by the necessary authorized and designated by the District in accordance with all applicable market regulations and conditions upon preparation of the District of the area of:

9. _____

As shown by the attached construction estimates or other expenses related to the change or alteration.

Prepayment shall be made by certified check, money order or cash

Any Change Orders or increase of expenses shall be submitted and approved by Jessamine County Water District No. 1 with prepayment of the increased expenses before any of the additional construction is begun."

DATED: _____

Jessamine County Water District No. 1

BY: _____

NOTE:
THE DOCUMENTS DEPICTED HEREIN ARE FOR INFORMATION ONLY. COPIES OF ALL DOCUMENTS FOR EXECUTION MUST BE OBTAINED FROM JCWD No. 1 BY CALLING (859) 885-1614.

3 HMB CIRCLE
FRANKFORT, KENTUCKY
(502) 695-5000
(502) 695-5040 FAX

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD DETAILS - REQUEST FOR CHANGE

SD11

STATE OF KENTUCKY
AUSTIN D. SWINEY
36808
LICENSED PROFESSIONAL ENGINEER
8/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1501 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1550 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

JCWD #1 STANDARD DETAILS

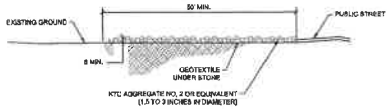
BANKS
1211 JESSAMINE STATION | NICHOLASVILLE, KY | 859.881.9000 | BANKSENGINEERING.NET

SHEET 9C
DATE: 08/23/2024
JOB# 23153
DRAWN AUS/KJH
CHECKED JDB

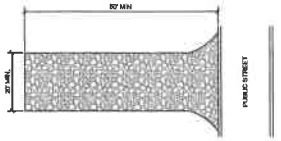
NO.	REVISED	DATE
1		
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Layout: SD9
Xrefs: P:\PROJECTS\2023\23153_GR_Waterline Details.dwg
Plotted: 8/23/2024 8:43 AM
Drawing: P:\PROJECTS\2023\23153_GR_Waterline Details.dwg
Layout: SD10
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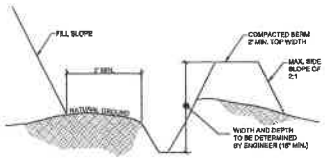


CROSS SECTION



PLAN VIEW

CONSTRUCTION ENTRANCE



TEMPORARY DIVERSION DITCH



PLAN VIEW

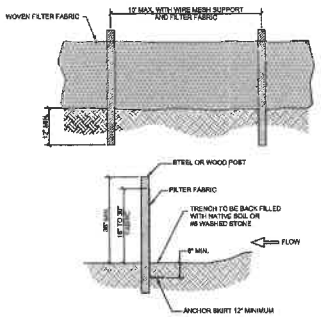


SECTION A-A

TEMPORARY SEDIMENT TRAP

TEMPORARY SEDIMENT TRAP NOTES:

1. THE SIZE, SHAPE AND LOCATION OF TRAP MAY BE ADJUSTED FROM THAT SHOWN IN THE CONSTRUCTION PLANS, AS DIRECTED BY THE ENGINEER.
2. THE SEDIMENT TRAP MAY BE CONSTRUCTED AS DIRECTED BY THE ENGINEER, AS LONG AS THE AREA AND DEPTH IS AT LEAST AS THAT INDICATED ON THE PLANS.
3. SEDIMENT TRAP SHALL BE CONSTRUCTED BY EXCAVATING THE BASIN IN NATURAL OR EXCAVATED CHANNELS. SEDIMENT DEPOSITS IN TRAP SHALL BE REMOVED EACH TIME THE TRAP IS APPROXIMATELY 50 PERCENT FILLED. WHEN THEIR USEFULNESS HAS ENDED, THE TRAPS SHALL BE REMOVED, SURPLUS MATERIAL DISPOSED OF AND THE ENTIRE DISTURBED AREA SHALL BE SEEDED AND PROTECTED, OR SODDED, AS DIRECTED. SEDIMENT TRAPS MAY REMAIN IN PLACE UPON COMPLETION OF THE PROJECT ONLY WHEN PERMITTED BY THE ENGINEER OR THE PLANS.



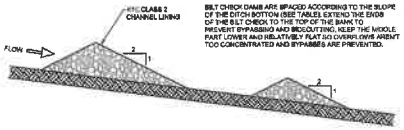
SILT FENCE DETAIL

TEMPORARY SILT FENCE GENERAL NOTES:

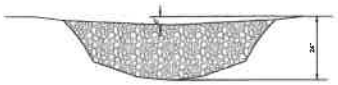
1. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER. WHEN JOINTS CANNOT BE AVOIDED, FILTER FABRIC SHALL BE SPLICED TOGETHER ONLY AT A POST WITH 3 FOOT MIN. OVERLAP, AND SECURELY SEALED.
2. POSTS SHALL BE SPACED AT 6 FOOT INTERVALS IN AREAS OF RAPID RUNOFF.
3. POSTS SHALL BE AT LEAST 5 FEET IN LENGTH.
4. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
5. WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1.3 LBS PER LINEAR FOOT.
6. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH IN LENGTH, WIRE TIES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
7. WASHED STONE SHALL BE USED TO BURY SKIRT WHEN SILT FENCE IS USED ADJACENT TO A CHANNEL, CREEK, OR POND.
8. TURN SILT FENCE UP SLOPE AT ENDS.

SPACING FOR SILT CHECK DAMS		
DITCH SLOPE	SILT CHECK DAM SPACING	ADDITIONAL INFORMATION
50%	10 ft.	CALCULATED FOR 2' HIGH SILT CHECK DAMS.
20%	15 ft.	
10%	20 ft.	
10%	35 ft.	CENTER OF DAM SHOULD BE 6" LOWER THAN SIDES.
5%	90 ft.	
3%	100 ft.	
2%	150 ft.	USE 8"-10" ROCK, STONE BAGS, OR COMMERCIAL PRODUCTS.
1%	300 ft.	
0.5%	600 ft.	

SILT CHECK DAMS ARE SPACED ACCORDING TO THE SLOPE OF THE DITCH BOTTOM (SEE TABLE). EXTEND THE ENDS OF THE SILT CHECK TO THE TOP OF THE BANK TO PREVENT BYPASSING AND EROSION. KEEP THE MIDDLE PART LOWER AND RELATIVELY FLAT SO OVERFLOWS AREN'T TOO CONCENTRATED AND BYPASSES ARE PREVENTED.

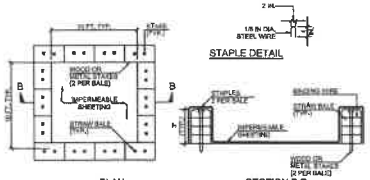


LONGITUDINAL SECTION SHOWING SPACING BETWEEN CHECK DAMS



SECTION ACROSS CHANNEL

STONE SILT CHECK DETAIL



PLAN

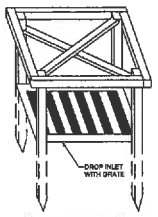
SECTION B-B

NOTE: CAN BE TWO STACKED BALES OR PARTIALLY EXCAVATED TO REACH 3 FOOT DEPTH.

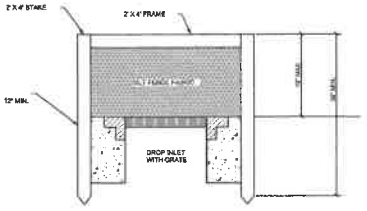
WASHOUT STRUCTURE WITH STRAW BALES

CONSTRUCTION SPECIFICATIONS

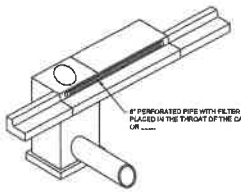
1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
3. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED), EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER, WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.



ISOMETRIC VIEW OF 2x4 WOOD FRAME



CROSS SECTION VIEW

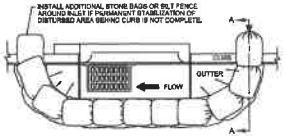


NOTE: SAND BAGS MAY BE USED IN PLACE OF THE PERFORATED PIPE WITH SLEEVE.

1' 6" X 2' 4" WOVEN POLYPROPYLENE BAGS, FILLED 1/2 TO 2/3 FULL WITH #57 STONE.



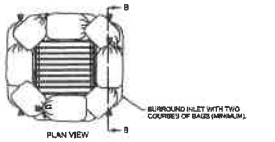
SECTION B-B



PLAN VIEW



SECTION A-A



PLAN VIEW

CATCH BASIN/DROP INLET PROTECTION OPTIONS

Best Management Practices General Notes:

1. The purpose of this plan is to minimize or eliminate the transport of potential sediment and other contaminants across and off the construction site.
2. The Contractor shall be responsible for securing all required permits. No grading, excavating, stripping, filling or other construction activity shall occur until the following occurs:
   * The Best Management / Soil Erosion Control Plan is approved by the Governing Agency.
   * The NOI is filed with the Division of Water in Frankfort and a copy is provided to the Governing Agency and the Engineer.
   * The Erosion Control / Best Management features are installed and inspected and approved by the Engineer and the Governing Agency. (Note: This shall also include any tree protection fencing as required by the Approved Development Plan).
   * A Grading Permit is obtained and a copy is provided to the Engineer.
3. The Contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by the engineer or the governing agency. All disturbed areas are to drain to approved sediment control devices at all times during land disturbing activities and during site development until final stabilization is achieved.
4. Any deviation from the Erosion Control / Best Management Plan must be approved by the Engineer.
5. The contractor shall be responsible for providing and maintaining construction entrances and shall keep all roads and streets free from mud dirt and debris.
6. The contractor shall inspect all erosion and sediment control measures at least once every seven calendar days and within 24 hours after the end of a storm event of 1/2 inch or greater. Any necessary repairs or cleanup to maintain the effectiveness of the erosion control devices shall be made immediately within 24 hours.

Methods to control sediment and erosion shall include the following:

1. Minimize clearing and grubbing. Allow as much existing vegetation on site to remain as long as possible before disturbing. This includes both trees and grass. Only those areas that are within the construction limits will be disturbed. Allow areas that eventually must be disturbed to remain undisturbed for as long as possible.
2. Sequenced construction to minimize the exposure time of cleared surface areas. Grading activities must be avoided during periods of highly erosive rainfall. Stage activity phase construction activities. Areas of one phase must be stabilized before another phase can be initiated. Stabilization shall be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impact and runoff.
3. Minimize the time that the soil is exposed. Only disturb the soil when necessary. Only disturb areas that are essential to construction operations. Provide temporary grass cover to disturbed soil areas that must remain disturbed for an indefinite period of time. Provide permanent grass cover to disturbed soil areas once construction is complete.
4. All surface water flowing toward the construction area shall be diverted around the construction area to reduce its erosion potential using dikes, berms, channels or sediment traps as necessary. Temporary diversion channels shall be lined to expected high water level and protected by non-erodible material to minimize erosion. Clean rock check dams shall be properly constructed to detain run-off and trap sediment. Prevent run-off from flowing across disturbed soil areas; Divert run-off to existing vegetated area and provide temporary diversion dikes or swales to divert run-off to the vegetated areas.
5. Refer to the City of Nicholasville BMP Manual for additional information on erosion control. Also, refer to the Kentucky Erosion Prevention and Sediment Control Field Guide.
6. Some minimum measures that must be implemented may include:

Soil Stabilization Measures
* Temporary seeding
* Permanent seeding
* Mulching
* Construction entrance(s)
* Dust and pollutants control

Runoff Control Measures
* Check Dams
* Outlet Protection

Sediment Control Measures:

* Sediment basins
* Silt Fence
* Storm drain inlet protection
* Silt traps

In addition to preventing sediment and erosion control during construction, the contractor must minimize or eliminate the potential for chemical contaminants to enter the soil or be carried across the site by storm water. Potential contaminants normally associated with construction activity include gasoline and diesel fuel, oil, grease, antifreeze, termite and treatment chemicals, fertilizer, asphalt oils, emulsions and small particle size construction debris. The contractor must employ various best management practices to minimize or eliminate the potential for these contaminants to reach the soil and/or drainage systems.

Contractor and Subcontractor Certification:

All contractors and subcontractors who will implement any control measure or perform any soil disturbing activities must sign a copy of the certification statement below. The certification must include the name and title of the person providing the signature, the name, address and telephone number of the contracted firm, the address or other identifying description of the site and the date the certification is made.

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name
Company
Title
Address
Phone
Signature

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Drawing: 23163_10_BMP.dwg

COMMONWEALTH OF KENTUCKY
AUSTIN O. SWINEY
28806
LICENSED PROFESSIONAL ENGINEER
06/25/2024

OWNER
ASHGROVE FARMS, LLC
12101 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
10041 PAYNE STREET, LOUISVILLE, KY 40295

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET I, SLIDE 195-A
1550 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

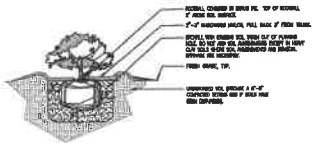
BEST MANAGEMENT PRACTICES PLAN

BANKS
1211 ASSOCIATES STATION | NICHOLASVILLE, KY | (859) 317-2020 | BANKSENGINEERING.COM

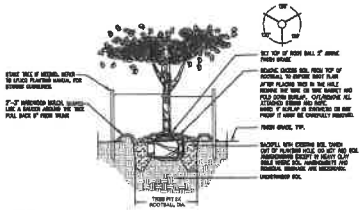
SHEET	DATE	REVISED
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		2
JOB 23163		3
DRAWN ADS/KJH		4
CHECKED JDB		5

PLANTING SCHEDULE

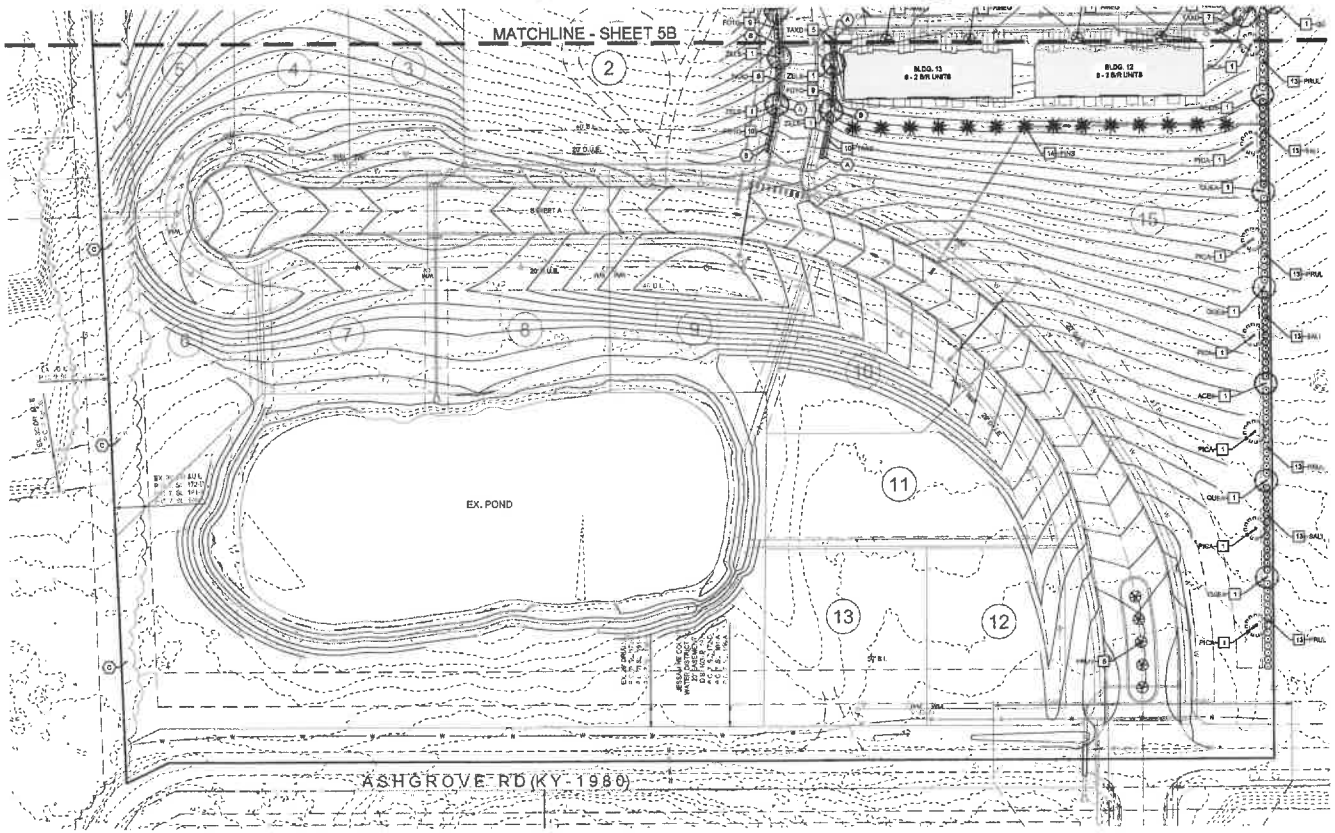
ABBREV.	BOTANICAL NAME	COMMON NAME	MINIMUM CALIPER	MINIMUM SPREAD	MINIMUM HEIGHT	MINIMUM BALL DIA.	QUANTITY
	TREES - DECIDUOUS						
ACER	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	2"	5'	12'	24"	6
NYSS	NYSSA SYLVATICA	BLACKGUM	2"	5'	12'	24"	30
QUEA	QUERCUS ALBA	WHITE OAK	2"	5'	12'	24"	14
TILA	TILIA AMERICANA	AMERICAN LINDEN	2"	5'	12|	24"	27
ZELS	ZELKOVA SERRATA	JAPANESE ZELKOVA	2"	5'	12'	24"	18
	TREES - EVERGREEN						
PICA	PICEA ABIES	NORWAY SPRUCE		6'	8'	28"	21
PINS	PINUS STROBUS	EASTERN WHITE PINE		8'	8'	28"	46
	TREES - FLOWERING						
AMEB	AMELANCHIER X 'GRANDIFLORA' AUTUMN BRILLIANCE	AUTUMN BRILLIANCE SERVICEBERRY	MULTI	4'	8'	18"	32
PRUY	PRUNUS YEDOENSIS	YOSHINO CHERRY	1.5"	4'	8'	18"	8
	SHRUBS - DECIDUOUS						
FOTG	FOTHERGILLA GARDENII	DWARF FOTHERGILLA		24"	24"	18"	128
BALI	SALIX INTEGRA 'FLAMINGO'	FLAMINGO DAPPLED WILLOW		36"	36"	18"	131
VIBJ	VIBURNUM X JUDII	JUDD VIBURNUM		36"	36"	18"	
	SHRUBS - EVERGREEN						
TAXD	TAXUS X MEDIA 'DENSIFORMIS'	YEW		24"	24"	18"	139
PRUL	PRUNUS LAURDCERASUS 'SCHIPKAENSIS'	SCHIPKA CHERRY LAUREL		24"	24"	18"	145



SHRUB
SCALE: NOT TO SCALE
A
11A



TREE
SCALE: NOT TO SCALE
B
11A



GENERAL PLANTING SPECIFICATIONS:

1. THESE DOCUMENTS ARE MEANT TO SERVE AS A GUIDE FOR CONSTRUCTION. MODIFICATIONS TO THE PLAN MAY BE REQUIRED TO ACCOMMODATE VARYING FIELD CONDITIONS OR MODIFIED PLANT ARRANGEMENTS.
2. ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS AS SET BY THE CITY OF NICHOLASVILLE PLANTING MANUAL.
3. CONTRACTOR TO PROVIDE PHOTOS AND SIZE FOR APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER OF ALL PLANT MATERIAL PRIOR TO PROCUREMENT.
4. CONTRACTOR TO PROVIDE PLANTING SCHEDULE FOR ALL PLANT MATERIAL, INDICATING DIG TIMES, SITE DELIVERY, AND INSTALLATION DATES.
5. ALL SUBSTITUTIONS OF SIZES OR VARIETIES ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
6. IN THE EVENT THE PLANT LIST DIFFERS FROM THE PLAN, THE PLAN SHALL GOVERN. THE CONTRACTOR IS RESPONSIBLE FOR COUNTING PLANT QUANTITIES.
7. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES AND/OR IRRIGATION SYSTEMS BEFORE INSTALLATION.
8. USE CAUTION WHEN PLANTING TREES, ESPECIALLY IN AREAS OF EXISTING AND PROPOSED UTILITIES. TREES MAY BE MODIFIED IN THE FIELD TO MITIGATE ANY SUCH CONFLICTS. CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT OR OWNER PRIOR TO ADJUSTMENTS.
9. TOPSOIL SHALL BE A NATURAL, FERTILE, LOAM POSSESSING CHARACTERISTICS COMMON TO PRODUCTIVE SOILS IN THE BLUEGRASS REGION. IT SHALL BE FREE FROM ROCKS, DEBRIS, NOXIOUS WEEDS, EXCESSIVE WEED OR PLANT WASTE; SUBSOIL, HEAVY CLAY, ROOTS AND STUMPS, OR ANY OTHER MATERIAL THAT MAY BE HARMFUL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS.
10. PLANTING BED PREPARATION: LOOSEN EXISTING SOIL AND IF NECESSARY ADD TOPSOIL IN A SUFFICIENT QUANTITY TO RAISE THE BED ABOVE THE FINISHED LAWN GRADE TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AND TO PREVENT PONDING OF WATER IN THE PLANTING BEDS. DO NOT RAISE BED GRADES, FINISHED GRADES, OR MULCH ABOVE THE FINISHED FLOOR ELEVATIONS.
11. ALL PLANTING BEDS SHALL BE SPADE EDGED 4-6" DEEP.
12. ALL PLANTING BEDS TO BE MULCHED WITH 2 - 3" STERILE, SHREDDED HARDWOOD MULCH OR EQUIVALENT. DO NOT USE DYED MULCH.
13. ALL EXTERIOR GROUND AREAS EXCEPT SURFACES OCCUPIED BY BUILDINGS, STRUCTURES, PAVING, MULCHING, AND AREAS TO BE LEFT UNDISTURBED, SHALL BE SEEDED OR SODDED ACCORDING TO THE REQUIREMENTS SET FORTH IN THE CITY OF NICHOLASVILLE PLANTING MANUAL.
14. CONTRACTOR IS RESPONSIBLE FOR ALL CLEAN UP ASSOCIATED WITH THEIR WORK.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDSCAPE MAINTENANCE UNTIL TIME OF FINAL APPROVAL AND ACCEPTANCE BY OWNER. CONTRACTOR SHALL PROVIDE THE MAINTENANCE PROCEDURES, IN WRITTEN FORM, TO OWNER AT TIME OF ACCEPTANCE.
16. ALL PLANT MATERIALS, GROUNDCOVERS AND FINISHED WORK TO BE INSPECTED AND APPROVED BY THE OWNER BEFORE FINAL ACCEPTANCE.
17. CONTRACTOR SHALL PROVIDE AND INSTALL PLANT BRACING AND STAKING AS NEEDED OR REQUESTED BY THE LANDSCAPE ARCHITECT OR OWNER. BRACING TO BE EVALUATED AT THE TIME OF INSTALLATION. ALL BRACING SHALL BE INSTALLED PER CITY OF NICHOLASVILLE PLANTING MANUAL.
18. THE 1-YEAR GUARANTEE PERIOD SHALL BEGIN AT THE FINAL ACCEPTANCE OF THE PROJECT. AT THE CONCLUSION OF THE GUARANTEE PERIOD A FINAL INSPECTION OF THE WORK WILL BE MADE TO DETERMINE THE CONDITION OF THE PLANT MATERIAL. ALL PLANT MATERIAL NOT IN A HEALTHY GROWING CONDITION WILL BE REPLACED. REPLACE THE MATERIAL AT THE DIRECTION OF THE OWNER WITH PLANTING MATERIAL OF LIKE KIND AND SIZE, AND IN A MANNER SPECIFIED ON THE ORIGINAL PLAN AT NO EXTRA COST. GUARANTEE PERIOD ALSO APPLIES TO REPLACED MATERIAL.

MULCHING NOTES:

1. ALL TREES SHALL BE MULCHED WITH HARDWOOD MULCH PER PLANTING DETAIL ON THIS SHEET.

SEEDING NOTES:

1. SEED AND STRAW ALL AREAS DISTURBED BY CONSTRUCTION AND SCHEDULED TO RECEIVE NO OTHER SURFACE TREATMENT.

SHEET NOTES:

A. HARDWOOD MULCH. TYPICAL ALL PLANTINGS
B. STEEL LANDSCAPE EDGING
C. EXISTING TREES TO BE PRESERVED

PLANTING LEGEND:

SHADE TREE
FLOWERING TREE
EVERGREEN TREE
SHRUBS

PLANT NOTE:

1. IN ADDITION TO THE PLANTS SHOWN ON THE LANDSCAPE PLAN, CONTRACTOR SHALL PROVIDE A PRICE FOR 10 SHRUBS & 4 ORNAMENTAL GRASSES PER UNIT (160 TOTAL UNITS). ADDITIONAL SHRUBS & GRASSES SHALL BE FIELD LOCATED.

The New Look For Digging Safely in Kentucky
Kentucky 811
Call 811 Before You Dig

UTILITY NOTE:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY DIG SAFELY (KDS)" (TOLL FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (GE, CAN, FB, FLECTRIC WIRES, GAS, AND WATER/FIRE) THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

GRAPHIC SCALE
1 inch = 50 feet

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Drawing: 23153_11_Landscape Plan.dwg

STATE OF KENTUCKY
AUSTIN D. SWINEY
36806
LICENSED PROFESSIONAL ENGINEER
9/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1501 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1650 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

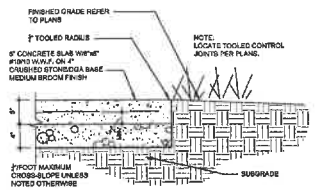
LANDSCAPE PLAN

BANKS
1211 JESSAMINE STATION | NICHOLASVILLE, KY | 859.881.2000 | BANKSENGINEERING.NET

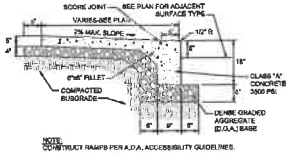
DATE	REVISED
09/23/2024	
	1
	2
	3
	4
	5

SHEET 11A
JOB# 23153
DRAWN: ADS/RJH
CHECKED: JDB

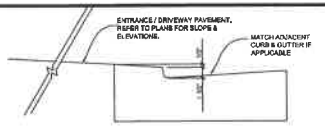
SHEET
11B
DATE
09/23/2024
REVISED
1
2
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5
JOB#
23153
DRAWN
ADS/KJH
CHECKED
JDB
BANKS
1211 JESSAMINE STATION | NICHOLASVILLE, KY | 859.881.0200 | BANKSENGINEERING.NET
TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 186-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356
LANDSCAPE PLAN
OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299
DEVELOPER
MARIAN DEVELOPMENT
1801 PAYNE STREET, LOUISVILLE, KY 40206
COMMONWEALTH OF KENTUCKY
AUSTIN D. SCHOOLEY
19880
LICENSED
PROFESSIONAL ENGINEER
9/23/2024
PLANTING LEGEND:
SHADE TREE
FLOWERING TREE
EVERGREEN TREE
SHRUBS
GRAPHIC SCALE
1 Inch = 60 feet
SHEET NOTES:
1 HARDWOOD MULCH, TYPICAL ALL PLANTINGS
2 STEEL LANDSCAPE EDGING
3 EXISTING TREES TO BE PRESERVED
SEEDING NOTES:
1. SEED AND STRAW ALL AREAS DISTURBED BY CONSTRUCTION AND NOT PAVED TO ENSURE NO OTHER GROWTH THEREAFTER.
MULCHING NOTES:
1. ALL TREES SHALL BE MULCHED WITH HARDWOOD MULCH PER PLANTING DETAIL ON THIS SHEET.
PLANT NOTE:
1. IN ADDITION TO THE PLANTS SHOWN ON THE LANDSCAPE PLAN, CONTRACTOR SHALL PROVIDE AN ASSORTMENT OF 3 GALLON POTTED PERENNIAL GRASSES, SHRUBS AND FLOWERS TO BE PLANTED IN ADDITIONAL BERMS & GRADED AREAS AS FIELD LOCATED.
MATCHLINE - SHEET 5A
MATCHLINE - SHEET 5B
CLUBHOUSE
POOL
1
2



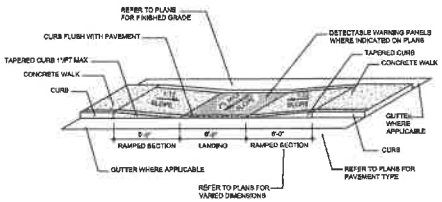
6" CONCRETE WALK
N.T.S.

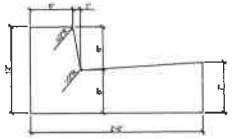


INTEGRAL CURB & WALK DETAIL
N.T.S.

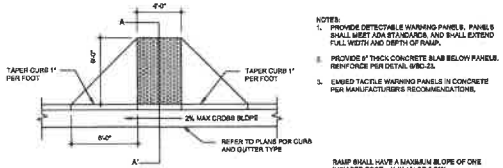


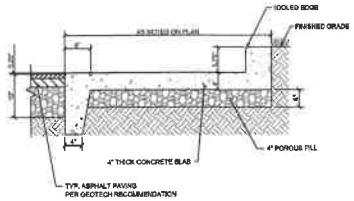
CURB CUT ENTRANCE DETAIL
N.T.S.





TYPE 1 CURB & GUTTER
N.T.A.





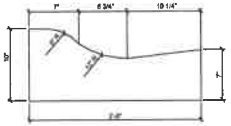
SECTION OF LEVEL LANDING
N.T.A.



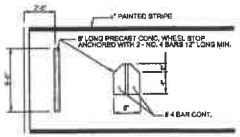
TYPICAL PARKING SPACE
N.T.A.



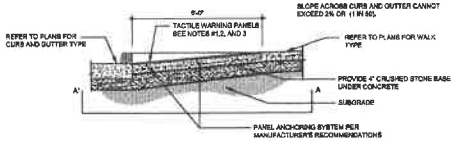
VAN ACCESSIBLE HANDICAP PARKING SPACE
N.T.A.



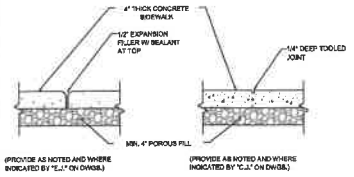
TYPE 4 ROLL CURB
N.T.A.



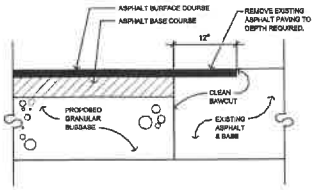
WHEEL STOP
N.T.A.



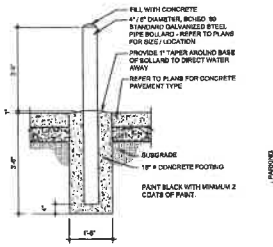
ACCESSIBLE CURB RAMPS
N.T.A.



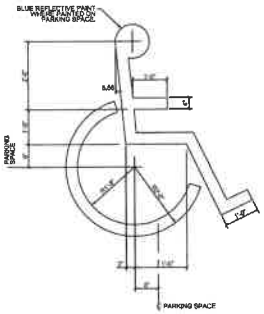
TYP. EXTERIOR SLAB JOINT DETAILS
N.T.A.



EDGE KEY DETAIL
N.T.A.



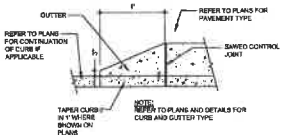
BOLLARD
N.T.A.



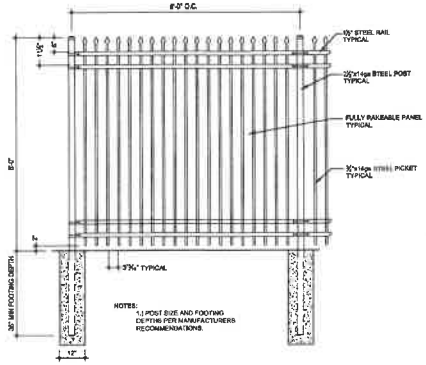
ACCESSIBLE SYMBOL
N.T.S.



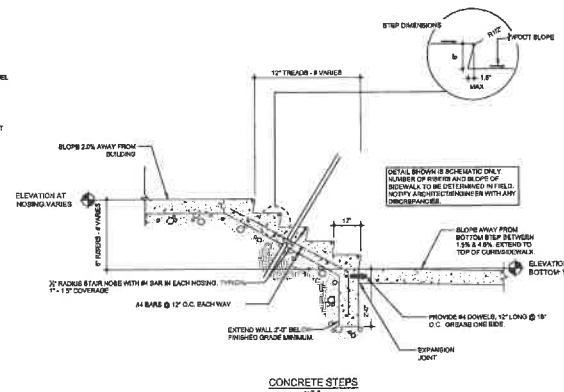
ACCESSIBLE SIGN
N.T.S.



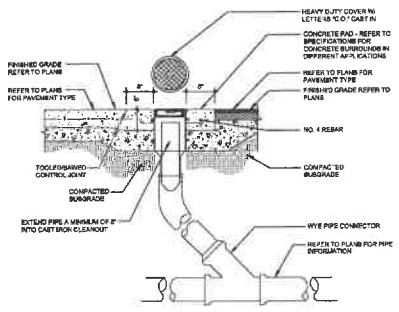
GUTTER TERMINATION
N.T.S.



ORNAMENTAL FENCE
N.T.A.



CONCRETE STEPS
N.T.A.



CLEANOUT
N.T.A.

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Drawing: 23153_12_Site Details.dwg

COMMONWEALTH OF KENTUCKY — Austin D. Swinney — AUSTIN D. SWINNEY — 35800 — LICENSED PROFESSIONAL ENGINEER
8/23/2024

OWNER
ASHGROVE FARMS, LLC
1701 COMMONWEALTH DRIVE, JEFFERSONTOWN, KY 40299

DEVELOPER
MARIAN DEVELOPMENT
1501 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 195-A
1050 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

SITE DETAILS

BANKS
1211 BESSEMER STATION | NICHOLASVILLE, KY | 859.881.0000 | BANKSENGINEERING.NET

SHEET	DATE	REVISED	
12	08/23/2024	1	2
JOB# 23153		3	4
DRAWN: ADS/KJH			5
CHECKED: JDB			


WH8_1025
Ashgrove Farms
(MARIAN)

SITE SPECIFIC AGREEMENT:
ASHGROVE FARMS, LLC

This Site Specific Agreement (the "Agreement") is made and entered into on the 23 day of October, 2024 by and among **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Kentucky urban county government (hereinafter **"LFUCG"),** the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT,** a Kentucky rural water and sanitation district (hereinafter **"JSEWD"),** and **ASHGROVE FARMS, LLC**, a Kentucky limited liability company (hereinafter **"MARIAN"**).

W I T N E S S E T H:

WHEREAS, MARIAN owns real estate, located in Jessamine County, Kentucky on the north side of and adjacent to East Brannon Road and more particularly described in Exhibit "A" attached hereto and more commonly known as Ashgrove Farms (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, conditioned upon MARIAN'S compliance with and subject to the terms of this Agreement and for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, MARIAN and JSEWD hereby covenant and agree as follows:

1. ***Sewer Capacity***. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed 35,224 gallons per day (average daily flow) for sewage collection and conveyance.

2. ***Agreement to Serve.*** Conditioned upon MARIAN'S full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time,

(all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by MARIAN, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by MARIAN to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. MARIAN expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer infrastructure to be constructed without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require MARIAN to convey to JSEWD the sanitary sewer facilities constructed under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed, but JSEWD shall not be compelled to request or accept conveyance.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for MARIAN by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in Group Exhibit "B", MARIAN must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event MARIAN fails to complete all requirements under this Agreement within 365 days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

3. Connection Fees. MARIAN agrees to be responsible for and pay all fees in the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event MARIAN does not construct the homes on the lots, then any successor in title shall be responsible for the Connection Fee at the time the building permit is issued.

4. Additional Fees. In addition to the Connection Fees heretofore referenced, MARIAN agrees to pay the full cost of sewer service to its Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

(a) MARIAN shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services (legal and administrative) of JSEWD and/or LFUCG in any way related to the sanitary sewer system.

(b) MARIAN shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and MARIAN agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, 802 South Main Street, Nicholasville, Kentucky (P.O. Box 731, Nicholasville, KY 40340-0731). JSEWD will calculate and bill MARIAN or the appropriate user for such Sewer User Fees which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.

(c) If required, MARIAN shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.

(d) Pre-treatment permit fees/extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. Lien to Secure Payment of Connection Fees and Additional Fees. Subject to the following sentence, JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien referenced in the prior sentence shall only attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, MARIAN agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Group Exhibit "B", all on-site and off-site installations and facilities required by LFUCG and JSEWD to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, MARIAN shall size, rehabilitate and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG and JSEWD to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG and JSEWD infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, MARIAN agrees to rehabilitate and construct, according to the

plans and specifications approved by JSEWD, LFUCG and the Kentucky Division of Water as reflected in Group Exhibit "B", all on-sitestorm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph eight (8) herein for sanitary sewer systems, except that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management shall inspect and accept the storm water management installations. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Group Exhibit "B" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, MARIAN will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. ***Procedures for the Property Sewer System.*** MARIAN agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

(a) During construction of the Improvements, LFUCG and JSEWD shall have the right to inspect during normal business hours such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by MARIAN. JSEWD agrees to issue a stop work order to MARIAN, if requested to do so in writing by LFUCG. MARIAN shall also provide JSEWD and LFUCG with periodic written certifications by MARIAN's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

(b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, MARIAN shall provide JSEWD and LFUCG with three (3) sets of digital (AutoCAD) of the "as-built" plans, prepared by MARIAN 's engineer, showing the location of all installations related to the Improvements as constructed. MARIAN shall provide JSEWD five (5) sets of as-built sanitary and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary and storm sewer systems. MARIAN shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

(C) Upon completion of construction of the Improvements or any part thereof, MARIAN 's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. MARIAN shall provide proof reasonably satisfactory to JSEWD that all contractors, subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system and final inspection by JSEWD and LFUCG of the Property sanitary sewer system, a letter of acceptance shall be delivered to MARIAN by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of MARIAN. In order to induce JSEWD and LFUCG to enter into this Agreement, MARIAN hereby represents and warrants to JSEWD and LFUCG as follows:

(a) MARIAN is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. MARIAN has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of MARIAN. This Agreement has been duly executed and delivered by MARIAN and constitutes the legal, valid and binding obligation of MARIAN enforceable against it in accordance with its terms.

(b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of MARIAN's organizational documents, or any other agreement to which MARIAN is a party.

(c) MARIAN covenants to obtain any consent, approval or authorization of any third party required in connection with MARIAN 's execution and delivery of this Agreement or the performance by MARIAN of the obligations contemplated herein has been obtained.

(d) MARIAN has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Group Exhibit "C".

(e) MARIAN warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. MARIAN agrees to repair and replace, at its own expense, all of the work which may prove to be defective. MARIAN agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of MARIAN 's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by MARIAN which bond or letter of credit shall not be released without prior written approval of JSEWD.

(f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii)Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv)Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum, product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) MARIAN is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for MARIAN 's property as described in Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "A".

11. Easement. MARIAN hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. MARIAN agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon written request, MARIAN agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto , which, upon written request, MARIAN agrees to convey in fee simple absolute to JSEWD by deed in a form reasonably acceptable to JSEWD, in its sole discretion. MARIAN hereby further agrees that the foregoing grant includes the right of ingress and egress to the Property for the purpose of maintenance and operation of the sanitary sewer system\. MARIAN and JSEWD agree to assign to LFUCG a right of ingress and egress to the sanitary sewer system and to the Property to the same extent provided to JSEWD.

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

"LFUCG"
LFUCG Department of Environmental
Quality and Public Works
200 East Main Street
Lexington, KY 40507

With copy to:
LFUCG Department of Law
200 East Main Street
Lexington, KY 40507

"MARIAN "
ASHGROVE FARMS, LLC
11710 Commonwealth Drive
Jeffersontown, KY 40299

With a copy to: Frost Brown Todd LLP
Attn: Brad Butler
400 West Market Street, Suite 3200
Louisville, KY 40202

"JSEWD"
JESSAMINE-SOUTH ELKHORN WATER DISTRICT
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

13. Indemnification. MARIAN shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of MARIAN herein; (b) any breach of or noncompliance by MARIAN with any covenant or agreement of MARIAN contained in this Agreement; (c) any negligent or wrongful act of MARIAN, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. MARIAN agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. MARIAN agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. Exhibit Incorporation by Reference. Exhibits A, Group B and Group C attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. MARIAN 's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. Cost and Attorney's Fees. JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred by it connected with the collection of Connection Fees or Additional Fees.

18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. MARIAN, and its successors in title, agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court. If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. ***Multiple Copies.*** This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. ***Entire Agreement.*** This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
ITS: MAYOR DATE

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____ 10-23-24
ITS: CHAIRMAN DATE

ASHGROVE FARMS, LLC

BY: _____ October 23, 2024
ITS: Authorized Signatory DATE

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SITE-SPECIFIC AGREEMENT WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND ASHGROVE FARMS, LLC, TO PROVIDE SANITARY SEWER CONVEYANCE AND TREATMENT CAPACITY TO A PORTION OF ASHGROVE FARMS IN JESSAMINE COUNTY.

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 Site-Specific Agreement, which is attached hereto and incorporated herein by reference, with the Jessamine-South Elkhorn Water District and Ashgrove Farms, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of Ashgrove Farms in Jessamine County.

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
0008-25:EPT:4933-9958-4784, v. 1

RESOLUTION NO. 014 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SITE-SPECIFIC AGREEMENT WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND ASHGROVE FARMS, LLC, TO PROVIDE SANITARY SEWER CONVEYANCE AND TREATMENT CAPACITY TO A PORTION OF ASHGROVE FARMS IN JESSAMINE COUNTY.

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 Site-Specific Agreement, which is attached hereto and incorporated herein by reference, with the Jessamine-South Elkhorn Water District and Ashgrove Farms, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of Ashgrove Farms in Jessamine County.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0008-25:EPT:4933-9958-4784, v. 1

SITE SPECIFIC AGREEMENT:
ASHGROVE FARMS, LLC

This Site Specific Agreement (the "Agreement") is made and entered into on the 23 day of October, 2024 by and among **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Kentucky urban county government (hereinafter **"LFUCG"),** the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT,** a Kentucky rural water and sanitation district (hereinafter **"JSEWD"),** and **ASHGROVE FARMS, LLC**, a Kentucky limited liability company (hereinafter **"MARIAN"**).

W I T N E S S E T H:

WHEREAS, MARIAN owns real estate, located in Jessamine County, Kentucky on the north side of and adjacent to East Brannon Road and more particularly described in Exhibit "A" attached hereto and more commonly known as Ashgrove Farms (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, conditioned upon MARIAN'S compliance with and subject to the terms of this Agreement and for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, MARIAN and JSEWD hereby covenant and agree as follows:

1. Sewer Capacity. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed 35,224 gallons per day (average daily flow) for sewage collection and conveyance.

2. Agreement to Serve. Conditioned upon MARIAN'S full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time,

(all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by MARIAN, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by MARIAN to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. MARIAN expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer infrastructure to be constructed without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require MARIAN to convey to JSEWD the sanitary sewer facilities constructed under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed, but JSEWD shall not be compelled to request or accept conveyance.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for MARIAN by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in Group Exhibit "B", MARIAN must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event MARIAN fails to complete all requirements under this Agreement within 365 days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

3. Connection Fees. MARIAN agrees to be responsible for and pay all fees in the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event MARIAN does not construct the homes on the lots, then any successor in title shall be responsible for the Connection Fee at the time the building permit is issued.

4. Additional Fees. In addition to the Connection Fees heretofore referenced, MARIAN agrees to pay the full cost of sewer service to its Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

(a) MARIAN shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services (legal and administrative) of JSEWD and/or LFUCG in any way related to the sanitary sewer system.

(b) MARIAN shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and MARIAN agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, 802 South Main Street, Nicholasville, Kentucky (P.O. Box 731, Nicholasville, KY 40340-0731). JSEWD will calculate and bill MARIAN or the appropriate user for such Sewer User Fees which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.

(c) If required, MARIAN shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.

(d) Pre-treatment permit fees/extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. Lien to Secure Payment of Connection Fees and Additional Fees. Subject to the following sentence, JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien referenced in the prior sentence shall only attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, MARIAN agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Group Exhibit "B", all on-site and off-site installations and facilities required by LFUCG and JSEWD to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, MARIAN shall size, rehabilitate and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG and JSEWD to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG and JSEWD infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, MARIAN agrees to rehabilitate and construct, according to the

plans and specifications approved by JSEWD, LFUCG and the Kentucky Division of Water as reflected in Group Exhibit "B", all on-sitestorm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph eight (8) herein for sanitary sewer systems, except that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management shall inspect and accept the storm water management installations. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Group Exhibit "B" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, MARIAN will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. ***Procedures for the Property Sewer System.*** MARIAN agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

(a) During construction of the Improvements, LFUCG and JSEWD shall have the right to inspect during normal business hours such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by MARIAN. JSEWD agrees to issue a stop work order to MARIAN, if requested to do so in writing by LFUCG. MARIAN shall also provide JSEWD and LFUCG with periodic written certifications by MARIAN's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

(b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, MARIAN shall provide JSEWD and LFUCG with three (3) sets of digital (AutoCAD) of the "as-built" plans, prepared by MARIAN 's engineer, showing the location of all installations related to the Improvements as constructed. MARIAN shall provide JSEWD five (5) sets of as-built sanitary and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary and storm sewer systems. MARIAN shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

(C) Upon completion of construction of the Improvements or any part thereof, MARIAN 's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. MARIAN shall provide proof reasonably satisfactory to JSEWD that all contractors, subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system and final inspection by JSEWD and LFUCG of the Property sanitary sewer system, a letter of acceptance shall be delivered to MARIAN by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of MARIAN. In order to induce JSEWD and LFUCG to enter into this Agreement, MARIAN hereby represents and warrants to JSEWD and LFUCG as follows:

(a) MARIAN is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. MARIAN has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of MARIAN. This Agreement has been duly executed and delivered by MARIAN and constitutes the legal, valid and binding obligation of MARIAN enforceable against it in accordance with its terms.

(b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of MARIAN's organizational documents, or any other agreement to which MARIAN is a party.

(c) MARIAN covenants to obtain any consent, approval or authorization of any third party required in connection with MARIAN 's execution and delivery of this Agreement or the performance by MARIAN of the obligations contemplated herein has been obtained.

(d) MARIAN has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Group Exhibit "C".

(e) MARIAN warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. MARIAN agrees to repair and replace, at its own expense, all of the work which may prove to be defective. MARIAN agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of MARIAN 's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by MARIAN which bond or letter of credit shall not be released without prior written approval of JSEWD.

(f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii)Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv)Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum, product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) MARIAN is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for MARIAN 's property as described in Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "A".

11. Easement. MARIAN hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. MARIAN agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon written request, MARIAN agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto , which, upon written request, MARIAN agrees to convey in fee simple absolute to JSEWD by deed in a form reasonably acceptable to JSEWD, in its sole discretion. MARIAN hereby further agrees that the foregoing grant includes the right of ingress and egress to the Property for the purpose of maintenance and operation of the sanitary sewer system\. MARIAN and JSEWD agree to assign to LFUCG a right of ingress and egress to the sanitary sewer system and to the Property to the same extent provided to JSEWD.

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

"LFUCG"
LFUCG Department of Environmental
Quality and Public Works
200 East Main Street
Lexington, KY 40507

With copy to:
LFUCG Department of Law
200 East Main Street
Lexington, KY 40507

"MARIAN "
ASHGROVE FARMS, LLC
11710 Commonwealth Drive
Jeffersontown, KY 40299

With a copy to: Frost Brown Todd LLP
Attn: Brad Butler
400 West Market Street, Suite 3200
Louisville, KY 40202

"JSEWD"
JESSAMINE-SOUTH ELKHORN WATER DISTRICT
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

13. Indemnification. MARIAN shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of MARIAN herein; (b) any breach of or noncompliance by MARIAN with any covenant or agreement of MARIAN contained in this Agreement; (c) any negligent or wrongful act of MARIAN, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. MARIAN agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. MARIAN agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. Exhibit Incorporation by Reference. Exhibits A, Group B and Group C attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. MARIAN 's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. ***Cost and Attorney's Fees.*** JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred by it connected with the collection of Connection Fees or Additional Fees.

18. ***Amendment/Waiver.*** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. ***Covenants Running with Land.*** MARIAN, and its successors in title, agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. ***Undertakings.*** The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. ***Governing Law.*** This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court. If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. ***Captions.*** The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. ***Multiple Copies.*** This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. ***Entire Agreement.*** This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton 3/12/25
ITS: MAYOR DATE

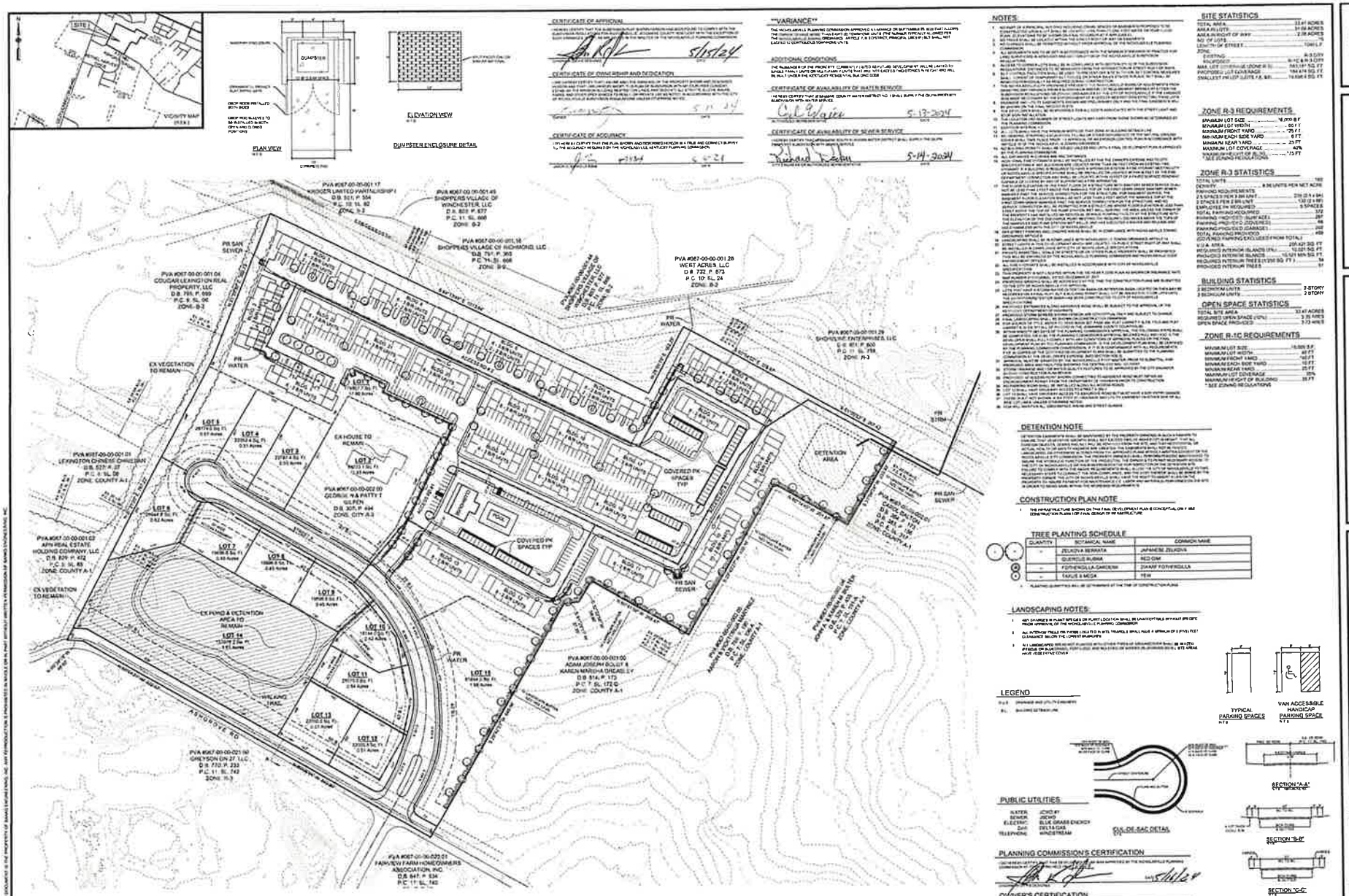
JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: 10-23-24
ITS: CHAIRMAN DATE

ASHGROVE FARMS, LLC

BY: October 23, 2024
ITS: Authorized Signatory DATE


WH8_1025
Ashgrove Farms
(MARIAN)



FINAL DEVELOPMENT PLAN & PRELIMINARY SUBDIVISION PLAT

SCALE: 1"=100'-0"

OWNER
GEORGE T. & PATTY N. GILPIN
1200 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

DEVELOPER
MARIAN DEVELOPMENT
1901 PAYNE STREET, LOUISVILLE, KY 40206

TRACT I-A
GEORGE N. & PATTY T. GILPIN PROPERTY
PLAT CABINET 7, SLIDE 196-A
1200 ASHGROVE ROAD, NICHOLASVILLE, KY 40356

AMENDED FINAL DEVELOPMENT PLAN
& PRELIMINARY SUBDIVISION PLAT

BANKS
1371 JESSAMINE STATION, NICHOLASVILLE, KY | 859.881.6500 | BANKSENGINEERING.NET

JASON D. BANKS
25061
LICENSED PROFESSIONAL ENGINEER
STATE OF KENTUCKY

DATE: DEC., 2023
SHEET: 02
JOB: 23153
DRAWN: CBS/GWS
CHECKED: JDB

EX - D

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0009-25

File ID:	0009-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	009-2025	**In Control:**	Urban County Council
				File Created:	12/20/2024
File Name:	Incentive Grant Andover Forest HOA			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Andover Forest Homeowners Association, Inc., for a Stormwater Quality Project, at a cost not to exceed $120,000. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. Returned to Denice 1/28/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Sheet Memo, FY25 Class A Andover Forest HOA - Council Map, FY25 Class A GAA_Andover Forest HOA GAA_signed by Grantee, FY25 Class A Sample GAA ATTACHMENT B_final 20240205, RESO 0009-25- Andover Forest Homeowners Association Stormwater Grant 4933-3647-5664 v.1.docx, R-015-2025, Contract #009-2025	**Enactment Number:**	R-015-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0009-25

Title

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

Summary

Authorization to approve an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Andover Forest Homeowners Association, Inc., in the amount of $120,000.00 for a project relating to streambank erosion. Funds are Budgeted. (L0009-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Completed by Evan Thompson 12/19/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $120,000.00

Annual Impact: $

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance: $1,673,910

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 3, 2024

SUBJECT: Recommendation for an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Andover Forest Homeowners Association, Inc.

Request

The purpose of this memorandum is to request approval of an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Andover Forest Homeowners Association, Inc., in the amount of $120,000.00.

Purpose of Request

The purpose of the project is to improve water quality by reducing sedimentation from streambank erosion caused by urban stormwater runoff. The project elements include restoration of eroding banks, and re-establishment and enhancement of the riparian buffer zone. The project also incorporates stormwater education by way of installing permanent signage and hosting a public involvement field day to plant trees, shrubs and herbaceous plants and improve pollinator habitat in the riparian zones.

Project Cost in FY25 and in Future Budget Years

The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $120,000.00.

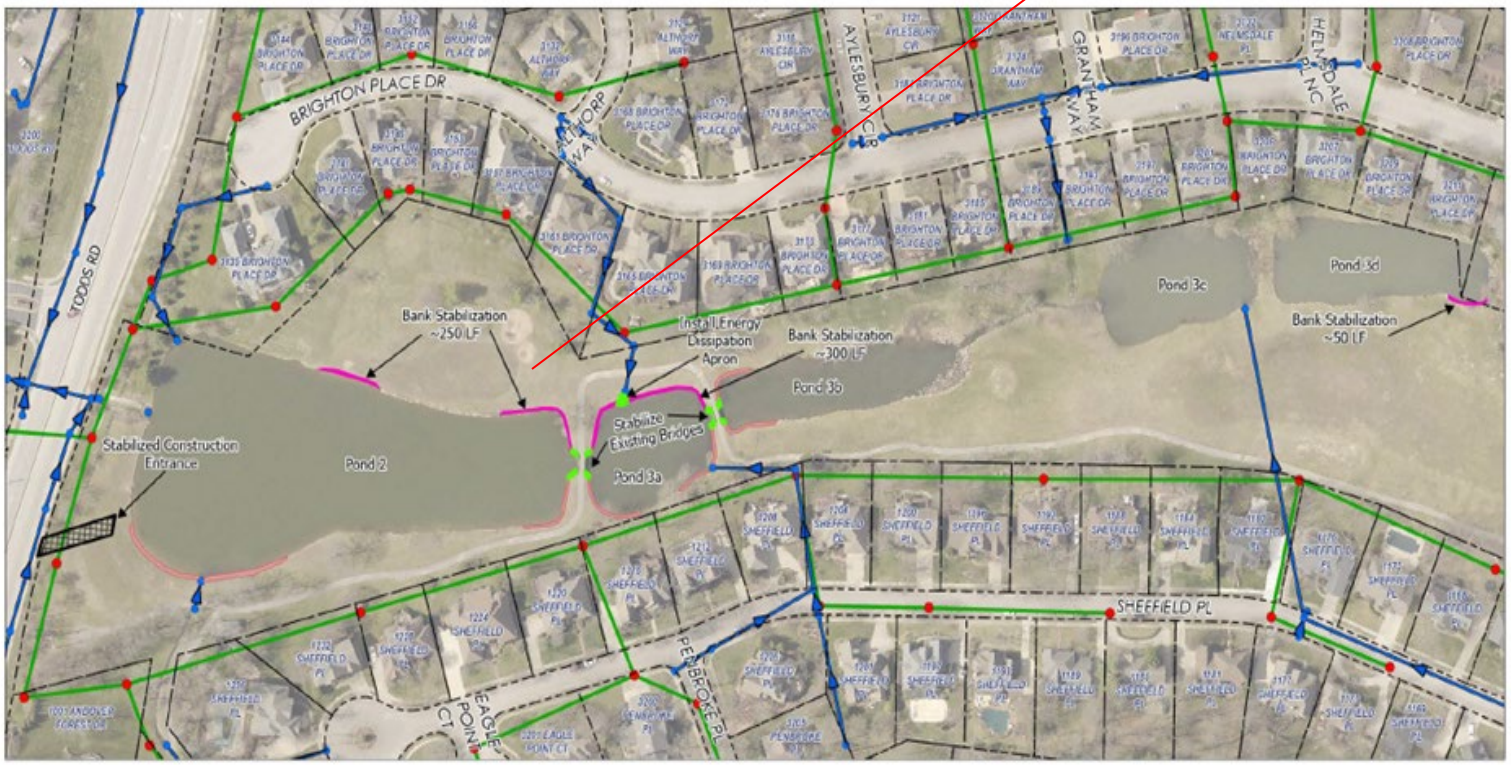
Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program

3375 Todds Road
Lexington, KY 40509
PVA Parcel #20107850



Andover Forest Homeowners Association, Inc.

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **ANDOVER FOREST HOMEOWNER ASSOCIATION, INC.,** 141 PROPSPEROUS PLACE, SUITE 21B, LEXINGTON, KENTUCKY 40509, (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$120,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):

- Design calculations;
- Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
- Final specifications and bidding documents (if applicable);
- Detailed engineer's construction cost estimate including quantities;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
- Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction.

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.

(10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

ANDOVER FOREST HOMEOWNER ASSOCIATION, INC.
141 PROSPEROUS PLACE, SUITE 21B
LEXINGTON, KY 40509

BY: Susan J. Hoffmann

NAME: Susan J. Hoffmann

TITLE: President, Andover Forest HOA Board of Directors

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Susan Hoffmann, as the duly authorized representative for and on behalf of Andover Ky on this the 14 day of Novemb, 2024

My commission expires: 8/14/2027.

Barbara J. Bruce

NOTARY PUBLIC KYNP77635

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Andover Forest Homeowners Association, Inc. (AFHOA)

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class A Neighborhood Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Andover Forest Homeowners Association, Inc. SJH
141 Prosperous Place, Suite 21B
Lexington, KY 40509
KY Organization #0261537

Organization President: Susan J. Hoffmann
susanhoffmann456@gmail.com (email)

Primary Project Contact: Mitzi Bender
859-619-9288 (phone)
mitzi.bender@gmail.com (email)

Secondary Project Contact & Project Manager: Jim Hanssen
859-621-7461 (phone)
jim@ecogro.net (email)

Project Site Location(s): 3375 Todds Road
Lexington, KY 40509
PVA Parcel #20107850

Property Owner(s): Andover Forest Homeowners Association, Inc.
c/o All Points Community Management, LLC
141 Prosperous Place, Suite 21B
Lexington, KY 40509

Design Engineering Firm: Stantec Consulting Services Inc.
3052 Beaumont Centre Circle
859-475-6140 (phone)
Sam Lee, P.E. (Engineer of Record)
samuel.lee2@stantec.com (email)

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 3375 Todds Road, owned by (Andover Forest Homeowners Association, Inc., c/o All Points Community Management, LLC). No other property or right-of-way shall be disturbed without the written permission from the property owners and/or LFUCG.

Project Elements

The objective of the East Hickman Creek Bank Stabilization, Water Quality, and Education BMP Project will include permitting, design, and construction of project elements to achieve the following goals:

A. **Bank Stabilization** – Restore eroding banks by flattening bank slopes and constructing rock toe armoring.
B. **Riparian Buffer** – Re-establish and enhance riparian buffer zone.

C. **Stormwater Education** – Organization to host a public involvement *field day* to plant trees, shrubs and herbaceous plants and improve pollinator habitat in the riparian zones. The project also includes *installation of an educational sign* documenting the stream restoration work and other project elements.

1) DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

  i) Prior to the start of design
  ii) At the completion of approximately 50% design
  iii) At the 95% completion of the design documents

  The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- All existing utilities shall be located and shown on the design plans.

- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) CONSTRUCTION:

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

- The Organization shall document construction by taking before, during, and after photographs.

- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) At the completion of the Design Phase, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following six (6) deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) **The design phase shall end when the LFUCG Grant Manager provides written acceptance of the design submittals.**

4) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.

6) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.

7) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.

8) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

9) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.

10) After construction is completed, the Project Final Report shall include copies of the following:

- Summary of final construction costs and quantities
- Copies of all federal, state, and local permits obtained for the project (if not previously provided)
- 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
- Copies of final inspection minutes, punch-lists, etc.
- Photo documentation of site conditions and improvements before, during, and after construction
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.)

11) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an*

LFUCG Class A Stormwater Quality Projects Incentive Grant included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings) shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. LFUCG and Applicant agree to all project elements, eligible expenses (i.e., budget items), terms, and conditions in a Grant Award Agreement to be approved by the Urban County Council.

2. Grant applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, DOW, etc.) prior to any stream stabilization work.

3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.

4. The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director of Water Quality, because of the potential for conflict with future LFUCG projects.

5. An Operations and Maintenance Plan shall be provided at the conclusion of the project.

6. Organization shall select plantings from the Suggested Riparian Species list (Table 9-1) of the Lexington-Fayette Urban County Government's (LFUCG) Stormwater Manual.

7. Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2025
Kickoff Meeting with LFUCG and Stakeholder Meetings	April 2025
Design and permitting	April 2025 - July 2025
Bid project with qualified contractors. Select a contractor.	Mid-May 2025
Complete Construction	August 2025 - October 2025
Provide Project Final Report to LFUCG	Within 2 months of completion of construction

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

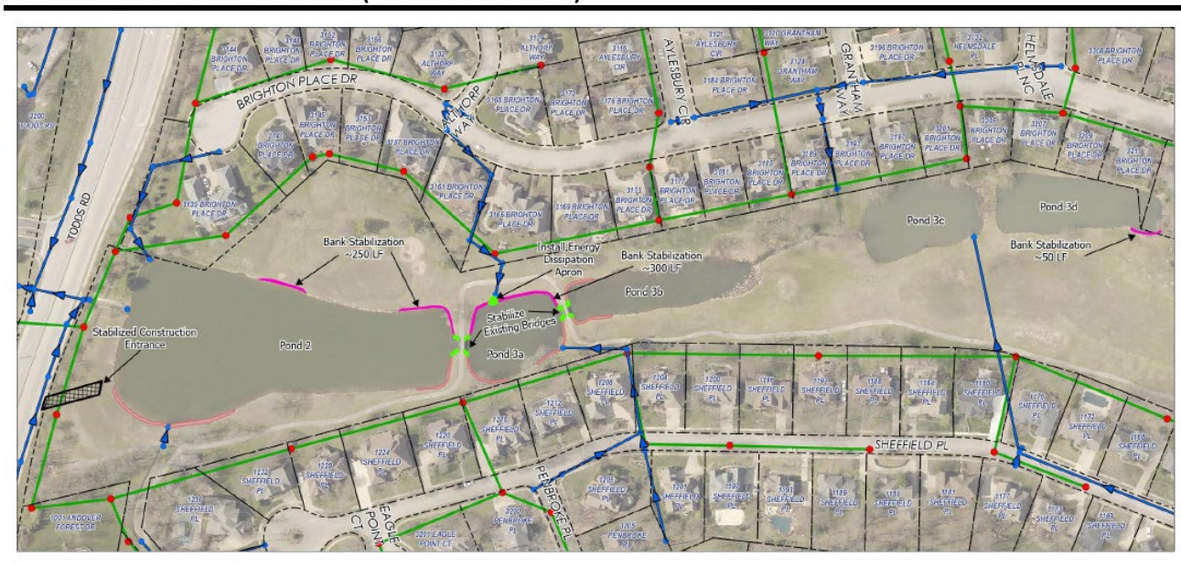
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design	EcoGro/Stantec Consulting, Inc.	Engineering Design / Topographic Data Collection / Permitting / (Both Phases) Phase I -Grant Management (Design submittals, quarterly reports, etc.)	$ 30,000.00	LS	1.0	$ 2,000.00	$ 28,000.00	$ 30,000.00
3	**Construction**								
4	Construction	EcoGro	Pond Bank Armoring ~600 LF	$ 87,000.00	LS	1.0	$ 17,400.00	$ 69,600.00	$ 87,000.00
5	Construction	EcoGro	Wing Walls - 8 Sections armored	$ 8,000.00	LS	1.0	$ 1,600.00	$ 6,400.00	$ 8,000.00
6	Construction	Andover Forest HOA Volunteers	Landscaping Budget (plants and volunteer time)	$ 3,500.00	LS	1.0	$ 3,500.00	$ 0.00	$ 3,500.00
7	Educational Component	Andover Forest HOA	Educational Signage	$ 1,500.00	LS	1.0	$ 1,500.00	$ 0.00	$ 1,500.00
8	Construction	Contractor	Mobi, Demob, Construction Exit, Traffic Control	$ 14,000.00	LS	1.0	$ 2,800.00	$ 11,200.00	$ 14,000.00
9	Construction	Contractor	General Conditions	$ 6,000.00	LS	1.0	$ 1,200.00	$ 4,800.00	$ 6,000.00
10				**TOTAL PROJECT**			$ 30,000.00	$ 120,000.00	$ 150,000.00
11							**ORGANIZATION SHARE**	**GRANT SHARE**	
12			***COST SHARE % = 20.00%**			OK			
13							20.0%	80.0%	

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS:_____

PROPERTY OWNER NAME: _____

DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class A
_____
_____
_____
_____

SAMPLE

Whereas, <property owner name>, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **<property owner name>** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

   In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

SAMPLE

On property where a stormwater control device is located fully or partially underground, _____<property owner name>_____ further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with ___<property owner name>, include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

SAMPLE

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

SAMPLE

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $120,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Andover Forest Homeowners Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed $120,000.00, be and hereby is approved for payment to Andover Forest Homeowners Association, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0009-25:EPT_4933-3647-5664, v. 1

RESOLUTION NO. 015 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $120,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Andover Forest Homeowners Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed $120,000.00, be and hereby is approved for payment to Andover Forest Homeowners Association, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0009-25:EPT_4933-3647-5664, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 28th day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **ANDOVER FOREST HOMEOWNER ASSOCIATION, INC.,** 141 PROPSPEROUS PLACE, SUITE 21B, LEXINGTON, KENTUCKY 40509, (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$120,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):

- Design calculations;
- Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
- Final specifications and bidding documents (if applicable);
- Detailed engineer's construction cost estimate including quantities;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
- Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction.

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.

(10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST: Mackenzie Stock

CLERK, URBAN COUNTY COUNCIL

Deputy

GRANTEE ORGANIZATION & PROPERTY OWNER:

ANDOVER FOREST HOMEOWNER ASSOCIATION, INC.
141 PROSPEROUS PLACE, SUITE 21B
LEXINGTON, KY 40509

BY: Susan J. Hoffmann

NAME: Susan J. Hoffmann

TITLE: President, Andover Forest HOA Board of Directors

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Susan Hoffmann, as the duly authorized representative for and on behalf of Andover Forest, on this the 14 day of November, 2024

My commission expires: 8/14/2027.

Barbara J. Bruce

NOTARY PUBLIC KYNP77635

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Andover Forest Homeowners Association, Inc. (AFHOA)

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class A Neighborhood Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Andover Forest Homeowners Association, Inc. SJH
141 Prosperous Place, Suite 21B
Lexington, KY 40509
KY Organization #0261537

Organization President: Susan J. Hoffmann
susanhoffmann456@gmail.com (email)

Primary Project Contact: Mitzi Bender
859-619-9288 (phone)
mitzi.bender@gmail.com (email)

Secondary Project Contact & Project Manager: Jim Hanssen
859-621-7461 (phone)
jim@ecogro.net (email)

Project Site Location(s): 3375 Todds Road
Lexington, KY 40509
PVA Parcel #20107850

Property Owner(s): Andover Forest Homeowners Association, Inc.
c/o All Points Community Management, LLC
141 Prosperous Place, Suite 21B
Lexington, KY 40509

Design Engineering Firm: Stantec Consulting Services Inc.
3052 Beaumont Centre Circle
859-475-6140 (phone)
Sam Lee, P.E. (Engineer of Record)
samuel.lee2@stantec.com (email)

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 3375 Todds Road, owned by (Andover Forest Homeowners Association, Inc., c/o All Points Community Management, LLC). No other property or right-of-way shall be disturbed without the written permission from the property owners and/or LFUCG.

Project Elements

The objective of the East Hickman Creek Bank Stabilization, Water Quality, and Education BMP Project will include permitting, design, and construction of project elements to achieve the following goals:

A. **Bank Stabilization** – Restore eroding banks by flattening bank slopes and constructing rock toe armoring.
B. **Riparian Buffer** – Re-establish and enhance riparian buffer zone.

C. **Stormwater Education** – Organization to host a public involvement *field day* to plant trees, shrubs and herbaceous plants and improve pollinator habitat in the riparian zones. The project also includes *installation of an educational sign* documenting the stream restoration work and other project elements.

1) DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

  i) Prior to the start of design
  ii) At the completion of approximately 50% design
  iii) At the 95% completion of the design documents

  The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- All existing utilities shall be located and shown on the design plans.

- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

  Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
  Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
  Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
  Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
  Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
  Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
  Stormwater, Mark Sanders– msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) *CONSTRUCTION:*

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) At the completion of the Design Phase, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following six (6) deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) **The design phase shall end when the LFUCG Grant Manager provides written acceptance of the design submittals.**

4) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.

6) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.

7) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.

8) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

9) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.

10) After construction is completed, the Project Final Report shall include copies of the following:

- Summary of final construction costs and quantities
- Copies of all federal, state, and local permits obtained for the project (if not previously provided)
- 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
- Copies of final inspection minutes, punch-lists, etc.
- Photo documentation of site conditions and improvements before, during, and after construction
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.)

11) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an*

LFUCG Class A Stormwater Quality Projects Incentive Grant included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings) shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. LFUCG and Applicant agree to all project elements, eligible expenses (i.e., budget items), terms, and conditions in a Grant Award Agreement to be approved by the Urban County Council.

2. Grant applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, DOW, etc.) prior to any stream stabilization work.

3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.

4. The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director of Water Quality, because of the potential for conflict with future LFUCG projects.

5. An Operations and Maintenance Plan shall be provided at the conclusion of the project.

6. Organization shall select plantings from the Suggested Riparian Species list (Table 9-1) of the Lexington-Fayette Urban County Government's (LFUCG) Stormwater Manual.

7. Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2025
Kickoff Meeting with LFUCG and Stakeholder Meetings	April 2025
Design and permitting	April 2025 - July 2025
Bid project with qualified contractors. Select a contractor.	Mid-May 2025
Complete Construction	August 2025 - October 2025
Provide Project Final Report to LFUCG	Within 2 months of completion of construction

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

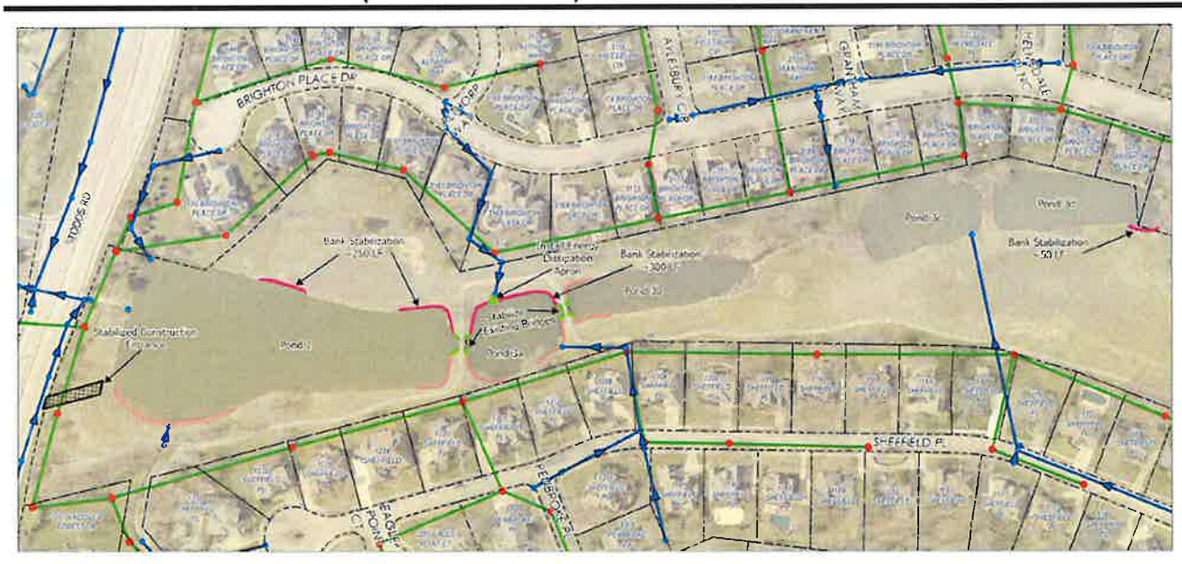
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

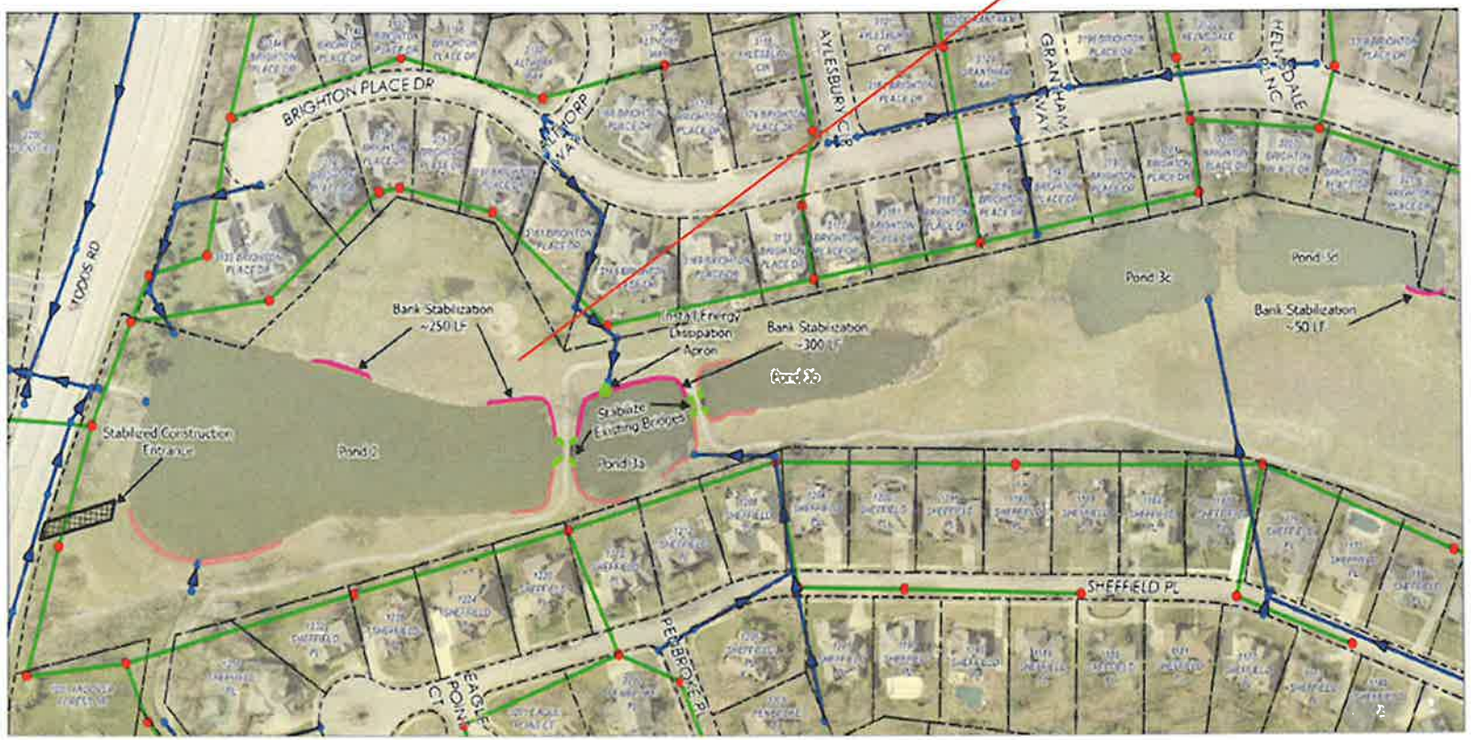
Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design	EcoGro/Stantec Consulting, Inc.	Engineering Design / Topographic Data Collection / Permitting / (Both Phases) Phase I -Grant Management (Design submittals, quarterly reports, etc.)	$ 30,000.00	LS	1.0	$ 2,000.00	$ 28,000.00	$ 30,000.00
3	**Construction**								
4	Construction	EcoGro	Pond Bank Armoring ~600 LF	$ 87,000.00	LS	1.0	$ 17,400.00	$ 69,600.00	$ 87,000.00
5	Construction	EcoGro	Wing Walls - 8 Sections armored	$ 8,000.00	LS	1.0	$ 1,600.00	$ 6,400.00	$ 8,000.00
6	Construction	Andover Forest HOA Volunteers	Landscaping Budget (plants and volunteer time)	$ 3,500.00	LS	1.0	$ 3,500.00	$ 0.00	$ 3,500.00
7	Educational Component	Andover Forest HOA	Educational Signage	$ 1,500.00	LS	1.0	$ 1,500.00	$ 0.00	$ 1,500.00
8	Construction	Contractor	Mobi, Demob, Construction Exit, Traffic Control	$ 14,000.00	LS	1.0	$ 2,800.00	$ 11,200.00	$ 14,000.00
9	Construction	Contractor	General Conditions	$ 6,000.00	LS	1.0	$ 1,200.00	$ 4,800.00	$ 6,000.00
10				**TOTAL PROJECT**			$ 30,000.00	$ 120,000.00	$ 150,000.00
11							**ORGANIZATION SHARE**	**GRANT SHARE**	
12			***COST SHARE % = 20.00%**			OK	20.0%	80.0%	
13									

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program

3375 Todds Road
Lexington, KY 40509
PVA Parcel #20107850



Andover Forest Homeowners Association, Inc.

ATTACHMENT B
TO FY 2025 CLASS A GRANT AWARD AGREEMENTS

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS:_____

PROPERTY OWNER NAME: _____

DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class _A_
_____
_____
_____
_____

Whereas, _____<property owner name>_____, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **_____<property owner name>_____** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE _____<property owner name>_____ HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

   In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, _____<property owner name>_____ further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with __<property owner name>, include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0010-25

File ID:	0010-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	12/27/2024
File Name:	Ordinance for Small Farm Conservation Easement Program			**Final Action:**	01/23/2025

Title: An Ordinance creating Chapter 27 of the Code of Ordinances of the Lexington-Fayette Urban County Government, establishing a Small Farm Conservation Easement Program for Fayette County, Ky. and setting forth regulations and requirements for the application, evaluation and purchase of conservation easements for the Program. [Dept. of Planning and Preservation, Horn]

Notes: Ordinance creating Chapter 27 of the Code of Ordinances, authorizing the creation of the Small Farm Conservation Program.

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Sheet Memo Small Farm.rtf, Final Ordinance for Small Farm Conservation Easement Program 12.5.24.docx, 0010-25 Small Farm Conservation Easement Program ordinance 4909-9105-2301 v.1.docx, O-004-2025	**Enactment Number:**	O-004-2025
Deed #:		**Hearing Date:**	
Drafter:	Albulena Gjoshi	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0010-25

Title

An Ordinance creating Chapter 27 of the Code of Ordinances of the Lexington-Fayette Urban County Government, establishing a Small Farm Conservation Easement Program for Fayette County, Ky. and setting forth regulations and requirements for the application,

evaluation and purchase of conservation easements for the Program. [Dept. of Planning and Preservation, Horn]

Summary

Authorization to amend the Code of Ordinances, creating Chapter 27 for the purpose of establishing a Small Farm Conservation Program and authorizing the Rural Land Management Board to purchase conservation easements and manage the Program. (L0010-25)(Horn)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]:

Account Number:

This Fiscal Year Impact:

Annual Impact: n/a

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEITH HORN
COMMISSIONER
PLANNING AND PRESERVATION

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

FROM: **Commissioner Keith Horn**
Department of Planning and Preservation

CC: **CAO Sally Hamilton**

DATE: **12/18/2024**

SUBJECT: **Ordinance creating Chapter 27 of the Code of Ordinances, authorizing the creation of the Small Farm Conservation Program.**

Request: This is a request to create a new Small Farm Conservation Program with the purpose of authorizing the Rural Land Management Board to purchase conservation easements on farms in the Rural Service Area that are at least 10 but less than 20 acres.

Purpose of Request: Currently, the PDR Program purchases conservation easements on farms that are at least 20 acres in size. During the FY25 budget discussions, the Department proposed the expansion of the Purchase of Development Rights Program to include small farms that are greater than 10 but less than 20 acres in size to promote access and equity to the PDR program while also creating additional avenues for reaching the 50,000-acre goal. The Small Farm Conservation Program will function like the current Purchase of Development Rights program for farms that are 20 acres or more. Farms will apply and will be evaluated using an established criteria outlined in Chapter 27-7. Funding for small farm conservation easements will come from funds budgeted for PDR program expenses.

Cost in this Budget year and future budget years: No budgetary impact.

Are the funds budgeted? Yes

File Number: 0010-25

Director/Commissioner: Denney/Horn

CHAPTER 27 – CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM

ARTICLE I. – IN GENERAL

Sec. 27-1. Definitions

As used in this chapter, the following terms all have the meaning indicated:

(1) Small farm shall mean an active farm that is at least 10 but less than 20 acres.
(2) The terms and definitions of Chapter 26 of the Code of Ordinances, Sec.1 are hereby incorporated by reference.

ARTICLE II – RURAL LAND BOARD

Sec. 27-2. Incorporation of Chapter 26, Article II

(1) The provisions of Chapter 26 of the Code of Ordinances, Article II are hereby incorporated by reference.

Sec. 27-3. Board; authorization.

(1) The Rural Land Management Board as described in Chapter 26, Article II is hereby authorized to implement the Small Farm Conservation Easement Program.

Sec. 27-4 Board; officers; quorum; staff

(1) The officers of the rural land board shall be as provided in Chapter 26, Article II, of the Code of Ordinances.
(2) The quorum, meeting requirements, voting requirements for action, and staff for the rural land board shall be as provided in Chapter 26, Article II of the Code of Ordinances, with the following exceptions for the Small Farm Conservation Easement Program:

It shall take a vote of eight (8) voting members to:

i. Propose to the urban county council that section 27-7, relating to criteria to be used to evaluate application for consideration of conservation easements, be changed or amended;
ii. Approve, pursuant to section 27-11(1), the purchase of conservation easements;
iii. Approve, pursuant to section 27-11(2)(a), the acceptance of payment for release of a conservation easement which has been included within the urban service area boundary; or

ARTICLE III – SMALL FARM CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM

Sec. 27-5. Small farm conservation easements; minimum criteria

(1) The Rural Land Management Board being charged with, as provided in section 26-8 of the Code of ordinances, administering any program funded for the purpose of acquiring conservation easements or other interests in land designed to conserve and manage agricultural, rural and natural lands, shall administer the Small Farm Conservation Easement Program.

(2) In order for a small farm conservation easement to be considered for purchase by the rural land board, it must meet the following minimum criteria:

(a) The applicant or applicants must have good, marketable, fee simple title to the parcel of land upon which the conservation easement is proposed to be imposed;

(b) The parcel of land upon which the conservation easement is proposed to be imposed must be located within the agricultural and rural land category or the natural areas category land use categories as determined by the Rural Land Management Plan;

(c) The parcel of land in question shall:

i. be at least (10), but less than twenty (20), acres in size; and

ii. be an active farm as defined in section 26-1.

(d) All landowners of the parcel shall agree for the duration of the conservation easement to maintain a conservation plan created by the USDA Natural Resources Conservation Service (NRCS) and/or a forest stewardship plan created by the Kentucky Division of Forestry if more than 50% forested, and shall implement the plan according to the approved schedule.

(e) Applicant shall demonstrate to the satisfaction of the rural land staff that the parcel is engaged in agricultural activities.

Sec. 27-6. Small farm conservation easements; application procedures and preliminary review.

(1) In order for a small farm conservation easement to be considered for purchase by the rural land board, a completed application shall be submitted by the landowner. The landowner or a duly authorized representative of the landowner may apply. All landowners shall sign the application. A separate application shall be required for each parcel of land offered for acquisition. The board shall by regulation establish policies and procedures for the rural land staff to follow in assisting landowners with the application process. The following information shall be included in a completed application:

(a) Adequate identification by deed reference of the parcel of land to be considered for purchase.

(b) A map of the property at a scale of at least 1"=600' showing the land area to be considered for purchase, as well as any contiguous acreage under the same ownership to be excluded, or a copy of a recorded plat of record, if any.

(c) A United States Department of Agriculture (USDA) Natural Resources Conservation Services Soil Map and conservation plan and/or forest stewardship plan, if any, for the parcel under consideration.
(d) A full description of the agricultural activity carried out on the property, including, as applicable, type and quality of crops, number of livestock, and acreage of land leased or used by others for agricultural production.
(e) A statement by the landowner of any contingencies which the landowner wishes to make the rural land board aware of such as death, health, or retirement of the owner, financial stress, estate settlement, or other circumstances which may affect the property in the future.
(f) A statement by the landowner agreeing to allow inspection and appraisal of the parcel of land.
(g) A list of any and all liens and encumbrances on the parcel of land and a letter from the holder of each evidencing willingness to subordinate his or its interests to the conservation easement.
(h) Existence of any surface or mineral leases or easements.
(i) All other information requested on the approved application form.

(2) A member of the rural land staff shall review the application to determine if it is complete. If the application is complete, a member of the rural land staff shall make a preliminary evaluation of whether the parcel meets the minimum criteria established in section 27-5. If it is determined by the rural land staff that the parcel of land is eligible for the Small Farm Conservation Easement Program, the staff shall notify the landowner in writing that the conservation easement will be considered for purchase or that, for reasons set forth in writing, the application is being rejected. A landowner who is dissatisfied with the staff's determination may appeal to the rural land board pursuant to section 27-8(3).

Sec. 27-7. Small farm conservation easements; evaluation by staff.

(1) If the application is complete and the minimum criteria established in section 27-5(2) is met, the rural land board may purchase a conservation easement for the parcel.
(2) All applications shall be evaluated and scored by the rural land staff using the evaluation criteria established below in Section 27-7(3).
(3) For purposes of this section, less than one-half (1/2) acre shall be rounded down and one-half (1/2) acre or more shall be rounded up. This evaluation and scoring shall be done in accordance with the following criteria:

(a) LENGTH OF PUBLIC ROAD FRONTAGE (5 possible points)
The purpose of this criterion is to encourage the conservation of parcels with significant road frontage. These points shall be calculated a follows:

1001 feet +	5 points
501 feet-1000 feet	3 points
350 feet-500 feet	1 point

(b) PROXIMITY (15 possible points)

The purpose of this criterion is to encourage the protection of large contiguous blocks of rural land. Distances shall be measured from the parcel's boundary lines and the point from Part B (part of "Batch application") are in addition to any points from Part A (proximity to another property protected with conservation easement). These points shall be calculated as follows:

Adjacent to property with an existing agricultural easement	15 points
Within ½ mile	10 points
Within 1 mile	5 points
More than 1 mile	0 points

(c) QUALITY OF SOILS (30 possible points)

The purpose of this criterion is to examine the quality of soils on the property for agriculture. Soil information will be provided by the landowner in the application and verified by the rural land staff with the assistance of the Natural Resources Conservation Service (NRCS). The NRCS maps will be the basis to decide this question. These points shall be calculated as follows:

At least 80% prime farmland	30 points
At least 70% prime farmland	25 points
At least 60% prime farmland	20 points
At least 50% prime farmland	15 points
At least 50% statewide important	10 points
At least 25% prime farmland & less than 50% statewide important	5 points

(d) AGRICULTURAL IMPROVEMENTS (5 possible points)

The purpose of this criterion is to evaluate the owner's long term commitment to agriculture. It should be noted that the type and amount of on-farm investments will vary depending on the type of agriculture practiced. Each parcel shall be evaluated based on the type of agriculture involved on that particular parcel. There shall be no preference for one (1) type of agricultural operation over another. Factors to be considered would include the presence of substantial and well-maintained on-farm investments such as barns, other agricultural buildings and equipment, fencing, waterways or other conservation measures, and similar items. These points shall be calculated as follows:

High amount of on-farm investment (multiple permanent agricultural and agricultural related structures & equipment)	5 points
Moderate amount of on-farm investment (at least some agricultural structures & equipment)	2 points
No on-farm investment (zero (0) improvements or equipment)	0 points

(e) ENVIRONMENTALLY SENSITIVE AREAS (5 possible points)

The purpose of this criterion is to protect environmentally sensitive areas. If the parcel includes environmentally sensitive areas (ESA) as determined by the rural service area land management plan, it will receive up to five (5) points. These points shall be calculated as follows:

At least 50% environmentally sensitive areas	5 points
Some, but under 50% environmentally sensitive areas	2 points
No environmentally sensitive areas	0 points

(f) DESIGNATED RURAL GREENWAYS (5 possible points)

The purpose of this criterion is to protect designated rural greenways. If any part of the parcel is located within one (1) of the rural greenways, as determined by the rural service area land management plan, it will receive five (5) points.

(g) DESIGNATED FOCUS AREA (10 possible points)

The purpose of this criterion is to protect the designated focus areas, as determined by the rural service area land management plan. If any part of the parcel is located within one (1) of the focus areas, the application receives ten (10) points.

(h) NATURAL PROTECTION AREAS (5 possible points)

The purpose of this criterion is to protect the special natural protection areas. These points shall be calculated as follows:

Parcel is included in "A" list of special natural protection areas in the rural service area land management plan and includes rare or unusual flora or fauna, special indigenous plant sites, wildlife habitat or ensures biodiversity	5 points
Alternatively, applicants will be eligible to demonstrate the parcel contains special natural protection areas not identified in the rural service area land management plan. The landowner who indicates on his or its application that the property includes rare or unusual flora or fauna, special indigenous plant sites, wildlife habitat or provides wildlife ecosystem linkages necessary to ensure biodiversity will need to provide background information relating to the existence of these resources on the property. The existence of these items should be independently verified by the rural land staff or an independent non-profit conservation organization such as the Nature Conservancy.	2 points

(i) LINKAGES (4 possible points)

The purpose of this criterion is to protect linkages within the rural areas. This criterion examines whether the parcel is located near or has the ability to be linked to parks, nature preserves, nature sanctuaries, historic sites or other lands that have been specifically designated for long term natural resource use, conservation or preservation purposes. Distance is measured from parcel boundaries. These points shall be calculated as follows:

Contiguous or provide direct linkage	4 points
Within 1/2 mile or provide a buffer	2 points
Within 1 mile	2 points

(j) HISTORIC CULTURAL RESOURCES (11 possible points)

The purpose of this criterion is to protect the historic/cultural resources of the rural area. Points in subsections (iii) are in addition to any points accumulated from subsection (i) or (ii), and shall be calculated as follows:

(i) If any part of the property is listed in the National Register of Historic Places, is located in a National Register Historic District, is located in a locally designated historic district, or is designated a local historic landmark (H-1), it would receive three (3) points, or if the property is

determined eligible for the National Register it would receive two (2) points.

(ii) If the property includes stone fences including, but not limited to, those stone fences documented in The Stone Fences of Fayette County (1990), the property would receive two (2) additional points. A minimum of one hundred (100) linear feet of stone fence is necessary.

(iii) If the property contains any registered or significant archeological sites, it would receive two (2) additional points.

(k) SCENIC RESOURCES (11 possible maximum points)

The purpose of this criterion is to protect the scenic resources of the rural area. Points in subsections (iv) through (vi) are in addition to any points accumulated from subsections (i), (ii) or (iii).

(i) If the property is located on one (1) of the scenic rural roads identified in rural service area land management plan, the property would receive two (2) points; or

(ii) If the property is located on a local/state designated scenic or historic byway or highway, it would receive three (3) points, or;

(iii) If the property is located on a federally designated scenic or historic byway or highway, it would receive five (5) points.

(iv) If the property is adjacent to I-64 or I-75 and/or is part of the scenic viewshed visible from I-64 or I-75, it would receive two (2) additional points.

(v) If the property is part of the scenic viewshed visible from publicly owned land such as parks, nature preserves, sanctuaries, historic sites, the property would receive two (2) additional points.

(vi) If the property contains other scenic features, such as tree-lined canopy, or significant viewsheds, it would receive two (2) additional points. The scenic features of the property must be documented and independently verified.

(l) CONSOLIDATION OF SMALL TRACTS

The purpose of this criterion is to encourage consolidation of nonconforming tracts of less than ten (10) acres to achieve up to, but not including, 19.99 total acres. Such tracts may be part of a platted property or part of a larger parcel.

For each nonconforming tract of less than ten (10) acres which is consolidated, add one (1) point up to a maximum of 5 points.

(m) BATCH APPLICATION

The purpose of this criterion is to encourage landowners of contiguous parcels to apply to the program as a joint batch of applications. A "batch" of applications is defined as two (2) or more applications submitted by two (2) or more property owners of contiguous parcels. Each application submitted as a "batch" application will be individually evaluated and the batch will be given five (5) additional points for being part of a batch application.

Sec. 27-8. Conservation easement. Evaluation by board; negotiation; appraisal; recording.

(1) The evaluation of applications and the negotiation, appraisal, and recording of conservation easements shall be processed as provided in sections 26-11, 26-12, 26-13, and 26-15 of the Code of Ordinances.

Sec. 27-9. Conservation easements; purchase.

(1) After receipt of all information relating to an application, the rural land board may, upon a vote of eight (8) voting members authorize its chair to enter into a contract of sale with a landowner for purchase of a conservation easement on a parcel of land at a specified price. In making this decision, the board may consider the application, the report of the rural land staff, any inspection of the parcel of land by its members, and appraisals made at the expense of the board. In no case shall the board pay more than fair market value for a conservation easement.

(2) Any contract of sale entered into by the rural land board shall be subject to the ability of the landowner to provide good title to the parcel of land, free of encumbrances such as liens, mortgages and other encumbrances which would adversely affect the rural land board's interest in the parcel of land. This provision shall be satisfied if the lienor, mortgagor or other holder of an encumbrance subordinates its interests to the terms of the conservation easement.

ARTICLE IV. - MISCELLANEOUS

Sec. 27-10. Donations; Enforcement.

(1) The rural land board shall accept the donation of an interest in land, including a conservation easement, and enforce or release the provisions of a conservation easement only pursuant to the process established in sections 26-16 and 26-17 of the Code of Ordinances.

Sec. 27-11. Conservation easements; release.

(1) All conservation easements or other interests in land which are purchased pursuant to this chapter shall be perpetual, unless released by the rural land board pursuant to the provisions of this section.

(2) At any time after any part of the parcel of land has been included within the urban service area boundary, as determined by the then most recent comprehensive plan, the then current landowner may file a written request with the rural land staff for release of that part of the parcel of land which has been included within the urban service area boundary. The rural land board shall approve the request and authorize the chair to execute a release of the conservation easement in recordable form, upon the following conditions:

(a) The landowner conveys to the rural land board or the urban county government a conservation easement of equal or greater Fayette County acreage and of an equal or greater numerical score determined pursuant to section 27-7; or at the option of the board, upon a vote of eight (8) voting members thereof, the landowner pays to the board a sum determined by appraisal to be equal to the then current fair market value of the conservation easement being released; and

(b) The landowner pays to the rural land board a sum equal to the costs incurred by the board pursuant to subsection (a) of this section, including, but not limited to, survey and engineering fees, title search and title insurance fees, appraisal costs and recording fees; and

(c) The landowner pays to the rural land board a sum equal to the amount, if any, by which the actual sum paid by the board for the original conservation easement exceeds the actual sum paid by the landowner for the new conservation easement, in the event the landowner conveys to the board a new conservation easement.

(3) A request pursuant to this subsection shall be considered for the same parcel of land not more often than once every three (3) years.

(4) The rural land board shall place the proceeds realized from subsections (2) or (3) of this section in an account dedicated to the purchase of conservation easements and shall use the proceeds for the purchase of conservation easements consistent with the provisions of this chapter.

ORDINANCE NO. ____ - 2025

AN ORDINANCE CREATING CHAPTER 27 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, ESTABLISHING A SMALL FARM CONSERVATION EASEMENT PROGRAM FOR FAYETTE COUNTY, KENTUCKY AND SETTING FORTH REGULATIONS AND REQUIREMENTS FOR THE APPLICATION, EVALUATION AND PURCHASE OF CONSERVATION EASEMENTS FOR THE PROGRAM.

WHEREAS, the Lexington-Fayette Urban County Government has established a Purchase of Development Rights to purchase conservation easements on farms that are at least twenty (20) acres in size; and

WHEREAS, the Council recognizes that the adoption of a Small Farm Conservation Easement Program, which would operate with regard to smaller farm properties like the Purchase of Development Rights Program, will further the preservation of Fayette County's agricultural, rural, and natural lands while at the same time promoting the legitimate governmental objectives of increased access and increased equity by allowing smaller farms that are greater than ten (10) acres but less than twenty (20) acres in size to participate in the conservation and preservation purposes underlying the Purchase of Development Rights Program; and

WHEREAS, the Council agrees that, given that it shares the conservation and preservation purposes of the Purchase of Development Rights Program with regard to smaller farms and will function similarly to the Purchase of Development Rights Program in its administration and in the fulfillment of the objectives expressed herein, the Small Farm Conservation Easement Program should be administered by the Purchase of Development Rights Program and the Rural Land Management Board, which are already tasked with preserving and managing Fayette County's agricultural, rural, and natural lands pursuant to Chapter 26 of Code of Ordinances of the Lexington-Fayette Urban County Government;

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

Section 1 – That a new chapter of the Code of Ordinances of the Lexington-Fayette Urban County Government ("Chapter 27 – CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM")be and hereby is created to read as follows:

CHAPTER 27 – CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM

ARTICLE I. – IN GENERAL

Sec. 27-1. Definitions

As used in this chapter, the following terms shall have the meaning indicated:

(1) Small farm shall mean an active farm that is at least 10 but less than 20 acres.
(2) The terms and definitions of Chapter 26 of the Code of Ordinances, Article I are hereby incorporated by reference.

ARTICLE II – RURAL LAND BOARD

Sec. 27-2. Incorporation of Chapter 26, Article II

(1) The provisions of Chapter 26 of the Code of Ordinances, Article II are hereby incorporated by reference.

Sec. 27-3. Board; authorization.

(1) The Rural Land Management Board as described in Chapter 26, Article II is hereby authorized to implement the Small Farm Conservation Easement Program.

Sec. 27-4 Board; officers; quorum; staff

(1) The officers of the rural land board shall be as provided in Chapter 26, Article II, of the Code of Ordinances.
(2) The quorum, meeting requirements, voting requirements for action, and staff for the rural land board shall be as provided in Chapter 26, Article II of the Code of Ordinances, with the following exceptions for the Small Farm Conservation Easement Program:

It shall take a vote of eight (8) voting members to:

i. Propose to the urban county council that Section 27-7, relating to criteria to be used to evaluate application for consideration of conservation easements, be changed or amended;
ii. Approve, pursuant to Section 27-11(1), the purchase of conservation easements;
iii. Approve, pursuant to Section 27-11(2)(a), the acceptance of payment for release of a conservation easement which has been included within the urban service area boundary.

ARTICLE III – SMALL FARM CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM

Sec. 27-5. Small farm conservation easements; minimum criteria

(1) The Rural Land Management Board being charged with, as provided in Section 26-8 of the Code of Ordinances, administering any program funded for the purpose of acquiring conservation easements or other interests in land designed to conserve and manage agricultural, rural and natural lands, shall administer the Small Farm Conservation Easement Program.
(2) In order for a small farm conservation easement to be considered for purchase by the Rural Land Management Board, it must meet the following minimum criteria:
(a) The applicant or applicants must have good, marketable, fee simple title to the parcel of land upon which the conservation easement is proposed to be imposed;
(b) The parcel of land upon which the conservation easement is proposed to be imposed must be located within the agricultural and rural land category or the natural areas category land use categories as determined by the Rural Land Management Plan;

(c) The parcel of land in question shall:
    i. be at least (10), but less than twenty (20), acres in size; and
    ii. be an active farm as defined in Section 26-1.
(d) All landowners of the parcel shall agree for the duration of the conservation easement to maintain a conservation plan created by the USDA Natural Resources Conservation Service (NRCS) and/or a forest stewardship plan created by the Kentucky Division of Forestry if more than 50% forested, and shall implement the plan according to the approved schedule.
(e) Applicant shall demonstrate to the satisfaction of the rural land staff that the parcel is engaged in agricultural activities.

Sec. 27-6. Small farm conservation easements; application procedures and preliminary review.

(1) In order for a small farm conservation easement to be considered for purchase by the Rural Land Manageent Board, a completed application shall be submitted by the landowner. The landowner or a duly authorized representative of the landowner may apply. All landowners shall sign the application. A separate application shall be required for each parcel of land offered for acquisition. The board shall by regulation establish policies and procedures for the rural land staff to follow in assisting landowners with the application process. The following information shall be included in a completed application:
(a) Adequate identification by deed reference of the parcel of land to be considered for purchase.
(b) A map of the property at a scale of at least 1"=600' showing the land area to be considered for purchase, as well as any contiguous acreage under the same ownership to be excluded, or a copy of a recorded plat of record, if any.
(c) A United States Department of Agriculture (USDA) Natural Resources Conservation Services Soil Map and conservation plan and/or forest stewardship plan, if any, for the parcel under consideration.
(d) A full description of the agricultural activity carried out on the property, including, as applicable, type and quality of crops, number of livestock, and acreage of land leased or used by others for agricultural production.
(e) A statement by the landowner of any contingencies which the landowner wishes to make the rural land board aware of such as death, health, or retirement of the owner, financial stress, estate settlement, or other circumstances which may affect the property in the future.
(f) A statement by the landowner agreeing to allow inspection and appraisal of the parcel of land.
(g) A list of any and all liens and encumbrances on the parcel of land and a letter from the holder of each evidencing willingness to subordinate his or its interests to the conservation easement.
(h) Existence of any surface or mineral leases or easements.
(i) All other information requested on the approved application form.

A member of the rural land staff shall review the application to determine if it is complete. If the application is complete, a member of the rural land staff shall make a preliminary evaluation of whether the parcel meets the minimum criteria established in Section 27-5. If it is determined by the rural land staff that the parcel of land is eligible for the Small Farm Conservation Easement Program, the staff shall notify the landowner in writing that the conservation easement will be considered for purchase or that, for reasons set forth in writing, the application is being rejected.

Sec. 27-7. Small farm conservation easements; evaluation by staff.

(1) If the application is complete and the minimum criteria established in Section 27-5(2) is met, the rural land board may purchase a conservation easement for the parcel.

(2) All applications shall be evaluated and scored by the rural land staff using the evaluation criteria established below in Section 27-7(3).
(3) For purposes of this section, less than one-half (1/2) acre shall be rounded down and one-half (1/2) acre or more shall be rounded up. This evaluation and scoring shall be done in accordance with the following criteria:

(a) LENGTH OF PUBLIC ROAD FRONTAGE (5 possible points)

The purpose of this criterion is to encourage the conservation of parcels with significant road frontage. These points shall be calculated a follows:

1001 feet +	5 points
501 feet-1000 feet	3 points
350 feet-500 feet	1 point

(b) PROXIMITY (15 possible points)

The purpose of this criterion is to encourage the protection of large contiguous blocks of rural land. Distances shall be measured from the parcel's boundary lines and the point from Part B (part of “Batch application”) are in addition to any points from Part A (proximity to another property protected with conservation easement). These points shall be calculated as follows:

Adjacent to property with an existing agricultural easement	15 points
Within ½ mile	10 points
Within 1 mile	5 points
More than 1 mile	0 points

(c) QUALITY OF SOILS (30 possible points)

The purpose of this criterion is to examine the quality of soils on the property for agriculture. Soil information will be provided by the landowner in the application and verified by the rural land staff with the assistance of the Natural Resources Conservation Service (NRCS). The NRCS maps will be the basis to decide this question. These points shall be calculated as follows:

At least 80% prime farmland	30 points
At least 70% prime farmland	25 points
At least 60% prime farmland	20 points
At least 50% prime farmland	15 points
At least 50% statewide important	10 points
At least 25% prime farmland & less than 50% statewide important	5 points

(d) AGRICULTURAL IMPROVEMENTS (5 possible points)

The purpose of this criterion is to evaluate the owner's long term commitment to agriculture. It should be noted that the type and amount of on-farm investments will vary depending on the type of agriculture practiced. Each parcel shall be evaluated based on the type of agriculture involved on that particular parcel. There shall be no preference for one (1) type of agricultural operation over another. Factors to be considered would include the presence of substantial and well-maintained on-farm investments such as barns, other agricultural buildings and equipment, fencing, waterways or other conservation measures, and similar items. These points shall be calculated as follows:

High amount of on-farm investment (multiple permanent agricultural and agricultural related structures & equipment)	5 points
Moderate amount of on-farm investment (at least some agricultural structures & equipment)	2 points
No on-farm investment (zero (0) improvements or equipment)	0 points

(e) ENVIRONMENTALLY SENSITIVE AREAS (5 possible points)

The purpose of this criterion is to protect environmentally sensitive areas. If the parcel includes environmentally sensitive areas (ESA) as determined by the rural service area land management plan, it will receive up to five (5) points. These points shall be calculated as follows:

At least 50% environmentally sensitive areas	5 points
Some, but under 50% environmentally sensitive areas	2 points
No environmentally sensitive areas	0 points

(f) DESIGNATED RURAL GREENWAYS (5 possible points)

The purpose of this criterion is to protect designated rural greenways. If any part of the parcel is located within one (1) of the rural greenways, as determined by the rural service area land management plan, it will receive five (5) points.

(g) DESIGNATED FOCUS AREA (10 possible points)

The purpose of this criterion is to protect the designated focus areas, as determined by the rural service area land management plan. If any part of the parcel is located within one (1) of the focus areas, the application receives ten (10) points.

(h) NATURAL PROTECTION AREAS (5 possible points)

The purpose of this criterion is to protect the special natural protection areas. These points shall be calculated as follows:

Parcel is included in "A" list of special natural protection areas in the rural service area land management plan and includes rare or unusual flora or fauna, special indigenous plant sites, wildlife habitat or ensures biodiversity	5 points
Alternatively, applicants will be eligible to demonstrate the parcel contains special natural protection areas not identified in the rural service area land management plan. The landowner who indicates on his or its application that the property includes rare or unusual flora or fauna, special indigenous plant sites, wildlife habitat or provides wildlife ecosystem linkages necessary to ensure biodiversity will need to provide background information relating to the existence of these resources on the property. The existence of these items should be independently verified by the rural land staff or an independent non-profit conservation organization such as the Nature Conservancy.	2 points

(i) LINKAGES (4 possible points)

The purpose of this criterion is to protect linkages within the rural areas. This criterion examines whether the parcel is located near or has the ability to be linked to parks, nature preserves, nature sanctuaries, historic sites or other lands that have been specifically designated for long term natural resource use, conservation or preservation purposes. Distance is measured from parcel boundaries. These points shall be calculated as follows:

Contiguous or provide direct linkage	4 points
Within 1/2 mile or provide a buffer	2 points
Within 1 mile	2 points

(j) HISTORIC CULTURAL RESOURCES (11 possible points)

The purpose of this criterion is to protect the historic/cultural resources of the rural area. Points in subsections (iii) are in addition to any points accumulated from subsection (i) or (ii), and shall be calculated as follows:

(i) If any part of the property is listed in the National Register of Historic Places, is located in a National Register Historic District, is located in a locally designated historic district, or is designated a local historic landmark (H-1), it would receive three (3) points, or if the property is determined eligible for the National Register it would receive two (2) points.

(ii) If the property includes stone fences including, but not limited to, those stone fences documented in The Stone Fences of Fayette County (1990), the property would receive two (2) additional points. A minimum of one hundred (100) linear feet of stone fence is necessary.

(iii) If the property contains any registered or significant archeological sites, it would receive two (2) additional points.

(k) SCENIC RESOURCES (11 possible maximum points)

The purpose of this criterion is to protect the scenic resources of the rural area. Points in subsections (iv) through (vi) are in addition to any points accumulated from subsections (i), (ii) or (iii).

(i) If the property is located on one (1) of the scenic rural roads identified in rural service area land management plan, the property would receive two (2) points; or

(ii) If the property is located on a local/state designated scenic or historic byway or highway, it would receive three (3) points, or;

(iii) If the property is located on a federally designated scenic or historic byway or highway, it would receive five (5) points.

(iv) If the property is adjacent to I-64 or I-75 and/or is part of the scenic viewshed visible from I-64 or I-75, it would receive two (2) additional points.

(v) If the property is part of the scenic viewshed visible from publicly owned land such as parks, nature preserves, sanctuaries, historic sites, the property would receive two (2) additional points.

(vi) If the property contains other scenic features, such as tree-lined canopy, or significant viewsheds, it would receive two (2) additional

points. The scenic features of the property must be documented and independently verified.

(l) CONSOLIDATION OF SMALL TRACTS

The purpose of this criterion is to encourage consolidation of nonconforming tracts of less than ten (10) acres to achieve up to, but not including, 19.99 total acres. Such tracts may be part of a platted property or part of a larger parcel.

For each nonconforming tract of less than ten (10) acres which is consolidated, add one (1) point up to a maximum of 5 points.

(m) BATCH APPLICATION

The purpose of this criterion is to encourage landowners of contiguous parcels to apply to the program as a joint batch of applications. A "batch" of applications is defined as two (2) or more applications submitted by two (2) or more property owners of contiguous parcels. Each application submitted as a "batch" application will be individually evaluated and the batch will be given five (5) additional points for being part of a batch application.

Sec. 27-8. Conservation easement. Evaluation by board; negotiation; appraisal; recording.

(1) The evaluation of applications and the negotiation, appraisal, and recording of conservation easements shall be processed as provided in Sections 26-11, 26-12, 26-13, and 26-15 of the Code of Ordinances.

Sec. 27-9. Conservation easements; purchase.

(1) After receipt of all information relating to an application, the Rural Land Management Board may, upon a vote of eight (8) voting members authorize its chair to enter into a contract of sale with a landowner for purchase of a conservation easement on a parcel of land at a specified price. In making this decision, the board may consider the application, the report of the rural land staff, any inspection of the parcel of land by its members, and appraisals made at the expense of the board. In no case shall the board pay more than fair market value for a conservation easement.

(2) Any contract of sale entered into by the Rural Land Management Board shall be subject to the ability of the landowner to provide good title to the parcel of land, free of encumbrances such as liens, mortgages and other encumbrances which would adversely affect the rural land board's interest in the parcel of land. This provision shall be satisfied if the lienor, mortgagor or other holder of an encumbrance subordinates its interests to the terms of the conservation easement.

ARTICLE IV. - MISCELLANEOUS

Sec. 27-10. Donations; Enforcement.

(1) The Rural Land Management Board shall accept the donation of an interest in land, including a conservation easement, and enforce or release the provisions of a conservation easement only pursuant to the process established in Sections 26-16 and 26-17 of the Code of Ordinances.

Sec. 27-11. Conservation easements; release.

(1) All conservation easements or other interests in land which are purchased pursuant to this chapter shall be perpetual, unless released by the Rural Land Management Board pursuant to the provisions of this section.

(2) At any time after any part of the parcel of land has been included within the urban service area boundary, as determined by the then most recent comprehensive plan, the then current landowner may file a written request with the

rural land staff for release of that part of the parcel of land which has been included within the urban service area boundary. The Rural Land Management Board shall approve the request and authorize the chair to execute a release of the conservation easement in recordable form, upon the following conditions:

(a) The landowner conveys to the Rural Land Management Board or the urban county government a conservation easement of equal or greater Fayette County acreage and of an equal or greater numerical score determined pursuant to section 27-7; or at the option of the board, upon a vote of eight (8) voting members thereof, the landowner pays to the board a sum determined by appraisal to be equal to the then current fair market value of the conservation easement being released; and

(b) The landowner pays to the Rural Land Management Board a sum equal to the costs incurred by the board pursuant to subsection (a) of this section, including, but not limited to, survey and engineering fees, title search and title insurance fees, appraisal costs and recording fees; and

(c) The landowner pays to the Rural Land Management Board a sum equal to the amount, if any, by which the actual sum paid by the board for the original conservation easement exceeds the actual sum paid by the landowner for the new conservation easement, in the event the landowner conveys to the board a new conservation easement.

(3) A request pursuant to this subsection shall be considered for the same parcel of land not more often than once every three (3) years.

(4) The Rural Land Management Board shall place the proceeds realized from subsections (2) or (3) of this section in an account dedicated to the purchase of conservation easements and shall use the proceeds for the purchase of conservation easements consistent with the provisions of this chapter.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0010-25:TWJ:4909-9105-2301, v. 1

ORDINANCE NO. 004 - 2025

AN ORDINANCE CREATING CHAPTER 27 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, ESTABLISHING A SMALL FARM CONSERVATION EASEMENT PROGRAM FOR FAYETTE COUNTY, KENTUCKY AND SETTING FORTH REGULATIONS AND REQUIREMENTS FOR THE APPLICATION, EVALUATION AND PURCHASE OF CONSERVATION EASEMENTS FOR THE PROGRAM.

WHEREAS, the Lexington-Fayette Urban County Government has established a Purchase of Development Rights to purchase conservation easements on farms that are at least twenty (20) acres in size; and

WHEREAS, the Council recognizes that the adoption of a Small Farm Conservation Easement Program, which would operate with regard to smaller farm properties like the Purchase of Development Rights Program, will further the preservation of Fayette County's agricultural, rural, and natural lands while at the same time promoting the legitimate governmental objectives of increased access and increased equity by allowing smaller farms that are greater than ten (10) acres but less than twenty (20) acres in size to participate in the conservation and preservation purposes underlying the Purchase of Development Rights Program; and

WHEREAS, the Council agrees that, given that it shares the conservation and preservation purposes of the Purchase of Development Rights Program with regard to smaller farms and will function similarly to the Purchase of Development Rights Program in its administration and in the fulfillment of the objectives expressed herein, the Small Farm Conservation Easement Program should be administered by the Purchase of Development Rights Program and the Rural Land Management Board, which are already tasked with preserving and managing Fayette County's agricultural, rural, and natural lands pursuant to Chapter 26 of Code of Ordinances of the Lexington-Fayette Urban County Government;

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

Section 1 – That a new chapter of the Code of Ordinances of the Lexington-Fayette Urban County Government ("Chapter 27 – CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM")be and hereby is created to read as follows:

CHAPTER 27 – CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM

ARTICLE I. – IN GENERAL

Sec. 27-1. Definitions

As used in this chapter, the following terms shall have the meaning indicated:

(1) Small farm shall mean an active farm that is at least 10 but less than 20 acres.
(2) The terms and definitions of Chapter 26 of the Code of Ordinances, Article I are hereby incorporated by reference.

ARTICLE II – RURAL LAND BOARD

Sec. 27-2. Incorporation of Chapter 26, Article II

(1) The provisions of Chapter 26 of the Code of Ordinances, Article II are hereby incorporated by reference.

Sec. 27-3. Board; authorization.

(1) The Rural Land Management Board as described in Chapter 26, Article II is hereby authorized to implement the Small Farm Conservation Easement Program.

Sec. 27-4 Board; officers; quorum; staff

(1) The officers of the rural land board shall be as provided in Chapter 26, Article II, of the Code of Ordinances.
(2) The quorum, meeting requirements, voting requirements for action, and staff for the rural land board shall be as provided in Chapter 26, Article II of the Code of Ordinances, with the following exceptions for the Small Farm Conservation Easement Program:

It shall take a vote of eight (8) voting members to:

i. Propose to the urban county council that Section 27-7, relating to criteria to be used to evaluate application for consideration of conservation easements, be changed or amended;
ii. Approve, pursuant to Section 27-11(1), the purchase of conservation easements;
iii. Approve, pursuant to Section 27-11(2)(a), the acceptance of payment for release of a conservation easement which has been included within the urban service area boundary.

ARTICLE III – SMALL FARM CONSERVATION EASEMENTS; SMALL FARM CONSERVATION EASEMENT PROGRAM

Sec. 27-5. Small farm conservation easements; minimum criteria

(1) The Rural Land Management Board being charged with, as provided in Section 26-8 of the Code of Ordinances, administering any program funded for the purpose of acquiring conservation easements or other interests in land designed to conserve and manage agricultural, rural and natural lands, shall administer the Small Farm Conservation Easement Program.
(2) In order for a small farm conservation easement to be considered for purchase by the Rural Land Management Board, it must meet the following minimum criteria:
(a) The applicant or applicants must have good, marketable, fee simple title to the parcel of land upon which the conservation easement is proposed to be imposed;
(b) The parcel of land upon which the conservation easement is proposed to be imposed must be located within the agricultural and rural land category or the natural areas category land use categories as determined by the Rural Land Management Plan;

(c) The parcel of land in question shall:
    i. be at least (10), but less than twenty (20), acres in size; and
    ii. be an active farm as defined in Section 26-1.
(d) All landowners of the parcel shall agree for the duration of the conservation easement to maintain a conservation plan created by the USDA Natural Resources Conservation Service (NRCS) and/or a forest stewardship plan created by the Kentucky Division of Forestry if more than 50% forested, and shall implement the plan according to the approved schedule.
(e) Applicant shall demonstrate to the satisfaction of the rural land staff that the parcel is engaged in agricultural activities.

Sec. 27-6. Small farm conservation easements; application procedures and preliminary review.

(1) In order for a small farm conservation easement to be considered for purchase by the Rural Land Manageent Board, a completed application shall be submitted by the landowner. The landowner or a duly authorized representative of the landowner may apply. All landowners shall sign the application. A separate application shall be required for each parcel of land offered for acquisition. The board shall by regulation establish policies and procedures for the rural land staff to follow in assisting landowners with the application process. The following information shall be included in a completed application:
(a) Adequate identification by deed reference of the parcel of land to be considered for purchase.
(b) A map of the property at a scale of at least 1"=600' showing the land area to be considered for purchase, as well as any contiguous acreage under the same ownership to be excluded, or a copy of a recorded plat of record, if any.
(c) A United States Department of Agriculture (USDA) Natural Resources Conservation Services Soil Map and conservation plan and/or forest stewardship plan, if any, for the parcel under consideration.
(d) A full description of the agricultural activity carried out on the property, including, as applicable, type and quality of crops, number of livestock, and acreage of land leased or used by others for agricultural production.
(e) A statement by the landowner of any contingencies which the landowner wishes to make the rural land board aware of such as death, health, or retirement of the owner, financial stress, estate settlement, or other circumstances which may affect the property in the future.
(f) A statement by the landowner agreeing to allow inspection and appraisal of the parcel of land.
(g) A list of any and all liens and encumbrances on the parcel of land and a letter from the holder of each evidencing willingness to subordinate his or its interests to the conservation easement.
(h) Existence of any surface or mineral leases or easements.
(i) All other information requested on the approved application form.

A member of the rural land staff shall review the application to determine if it is complete. If the application is complete, a member of the rural land staff shall make a preliminary evaluation of whether the parcel meets the minimum criteria established in Section 27-5. If it is determined by the rural land staff that the parcel of land is eligible for the Small Farm Conservation Easement Program, the staff shall notify the landowner in writing that the conservation easement will be considered for purchase or that, for reasons set forth in writing, the application is being rejected.

Sec. 27-7. Small farm conservation easements; evaluation by staff.

(1) If the application is complete and the minimum criteria established in Section 27-5(2) is met, the rural land board may purchase a conservation easement for the parcel.

(2) All applications shall be evaluated and scored by the rural land staff using the evaluation criteria established below in Section 27-7(3).
(3) For purposes of this section, less than one-half (1/2) acre shall be rounded down and one-half (1/2) acre or more shall be rounded up. This evaluation and scoring shall be done in accordance with the following criteria:

(a) LENGTH OF PUBLIC ROAD FRONTAGE (5 possible points)

The purpose of this criterion is to encourage the conservation of parcels with significant road frontage. These points shall be calculated a follows:

1001 feet +	5 points
501 feet-1000 feet	3 points
350 feet-500 feet	1 point

(b) PROXIMITY (15 possible points)

The purpose of this criterion is to encourage the protection of large contiguous blocks of rural land. Distances shall be measured from the parcel's boundary lines and the point from Part B (part of "Batch application") are in addition to any points from Part A (proximity to another property protected with conservation easement). These points shall be calculated as follows:

Adjacent to property with an existing agricultural easement	15 points
Within ½ mile	10 points
Within 1 mile	5 points
More than 1 mile	0 points

(c) QUALITY OF SOILS (30 possible points)

The purpose of this criterion is to examine the quality of soils on the property for agriculture. Soil information will be provided by the landowner in the application and verified by the rural land staff with the assistance of the Natural Resources Conservation Service (NRCS). The NRCS maps will be the basis to decide this question. These points shall be calculated as follows:

At least 80% prime farmland	30 points
At least 70% prime farmland	25 points
At least 60% prime farmland	20 points
At least 50% prime farmland	15 points
At least 50% statewide important	10 points
At least 25% prime farmland & less than 50% statewide important	5 points

(d) AGRICULTURAL IMPROVEMENTS (5 possible points)

The purpose of this criterion is to evaluate the owner's long term commitment to agriculture. It should be noted that the type and amount of on-farm investments will vary depending on the type of agriculture practiced. Each parcel shall be evaluated based on the type of agriculture involved on that particular parcel. There shall be no preference for one (1) type of agricultural operation over another. Factors to be considered would include the presence of substantial and well-maintained on-farm investments such as barns, other agricultural buildings and equipment, fencing, waterways or other conservation measures, and similar items. These points shall be calculated as follows:

High amount of on-farm investment (multiple permanent agricultural and agricultural related structures & equipment)	5 points
Moderate amount of on-farm investment (at least some agricultural structures & equipment)	2 points
No on-farm investment (zero (0) improvements or equipment)	0 points

(e) ENVIRONMENTALLY SENSITIVE AREAS (5 possible points)

The purpose of this criterion is to protect environmentally sensitive areas. If the parcel includes environmentally sensitive areas (ESA) as determined by the rural service area land management plan, it will receive up to five (5) points. These points shall be calculated as follows:

At least 50% environmentally sensitive areas	5 points
Some, but under 50% environmentally sensitive areas	2 points
No environmentally sensitive areas	0 points

(f) DESIGNATED RURAL GREENWAYS (5 possible points)

The purpose of this criterion is to protect designated rural greenways. If any part of the parcel is located within one (1) of the rural greenways, as determined by the rural service area land management plan, it will receive five (5) points.

(g) DESIGNATED FOCUS AREA (10 possible points)

The purpose of this criterion is to protect the designated focus areas, as determined by the rural service area land management plan. If any part of the parcel is located within one (1) of the focus areas, the application receives ten (10) points.

(h) NATURAL PROTECTION AREAS (5 possible points)

The purpose of this criterion is to protect the special natural protection areas. These points shall be calculated as follows:

Parcel is included in "A" list of special natural protection areas in the rural service area land management plan and includes rare or unusual flora or fauna, special indigenous plant sites, wildlife habitat or ensures biodiversity	5 points
Alternatively, applicants will be eligible to demonstrate the parcel contains special natural protection areas not identified in the rural service area land management plan. The landowner who indicates on his or its application that the property includes rare or unusual flora or fauna, special indigenous plant sites, wildlife habitat or provides wildlife ecosystem linkages necessary to ensure biodiversity will need to provide background information relating to the existence of these resources on the property. The existence of these items should be independently verified by the rural land staff or an independent non-profit conservation organization such as the Nature Conservancy.	2 points

(i) LINKAGES (4 possible points)

The purpose of this criterion is to protect linkages within the rural areas. This criterion examines whether the parcel is located near or has the ability to be linked to parks, nature preserves, nature sanctuaries, historic sites or other lands that have been specifically designated for long term natural resource use, conservation or preservation purposes. Distance is measured from parcel boundaries. These points shall be calculated as follows:

Contiguous or provide direct linkage	4 points
Within 1/2 mile or provide a buffer	2 points
Within 1 mile	2 points

(j) HISTORIC CULTURAL RESOURCES (11 possible points)

The purpose of this criterion is to protect the historic/cultural resources of the rural area. Points in subsections (iii) are in addition to any points accumulated from subsection (i) or (ii), and shall be calculated as follows:

(i) If any part of the property is listed in the National Register of Historic Places, is located in a National Register Historic District, is located in a locally designated historic district, or is designated a local historic landmark (H-1), it would receive three (3) points, or if the property is determined eligible for the National Register it would receive two (2) points.

(ii) If the property includes stone fences including, but not limited to, those stone fences documented in The Stone Fences of Fayette County (1990), the property would receive two (2) additional points. A minimum of one hundred (100) linear feet of stone fence is necessary.

(iii) If the property contains any registered or significant archeological sites, it would receive two (2) additional points.

(k) SCENIC RESOURCES (11 possible maximum points)

The purpose of this criterion is to protect the scenic resources of the rural area. Points in subsections (iv) through (vi) are in addition to any points accumulated from subsections (i), (ii) or (iii).

(i) If the property is located on one (1) of the scenic rural roads identified in rural service area land management plan, the property would receive two (2) points; or

(ii) If the property is located on a local/state designated scenic or historic byway or highway, it would receive three (3) points, or;

(iii) If the property is located on a federally designated scenic or historic byway or highway, it would receive five (5) points.

(iv) If the property is adjacent to I-64 or I-75 and/or is part of the scenic viewshed visible from I-64 or I-75, it would receive two (2) additional points.

(v) If the property is part of the scenic viewshed visible from publicly owned land such as parks, nature preserves, sanctuaries, historic sites, the property would receive two (2) additional points.

(vi) If the property contains other scenic features, such as tree-lined canopy, or significant viewsheds, it would receive two (2) additional

points. The scenic features of the property must be documented and independently verified.

(l) CONSOLIDATION OF SMALL TRACTS

The purpose of this criterion is to encourage consolidation of nonconforming tracts of less than ten (10) acres to achieve up to, but not including, 19.99 total acres. Such tracts may be part of a platted property or part of a larger parcel.

For each nonconforming tract of less than ten (10) acres which is consolidated, add one (1) point up to a maximum of 5 points.

(m) BATCH APPLICATION

The purpose of this criterion is to encourage landowners of contiguous parcels to apply to the program as a joint batch of applications. A "batch" of applications is defined as two (2) or more applications submitted by two (2) or more property owners of contiguous parcels. Each application submitted as a "batch" application will be individually evaluated and the batch will be given five (5) additional points for being part of a batch application.

Sec. 27-8. Conservation easement. Evaluation by board; negotiation; appraisal; recording.

(1) The evaluation of applications and the negotiation, appraisal, and recording of conservation easements shall be processed as provided in Sections 26-11, 26-12, 26-13, and 26-15 of the Code of Ordinances.

Sec. 27-9. Conservation easements; purchase.

(1) After receipt of all information relating to an application, the Rural Land Management Board may, upon a vote of eight (8) voting members authorize its chair to enter into a contract of sale with a landowner for purchase of a conservation easement on a parcel of land at a specified price. In making this decision, the board may consider the application, the report of the rural land staff, any inspection of the parcel of land by its members, and appraisals made at the expense of the board. In no case shall the board pay more than fair market value for a conservation easement.

(2) Any contract of sale entered into by the Rural Land Management Board shall be subject to the ability of the landowner to provide good title to the parcel of land, free of encumbrances such as liens, mortgages and other encumbrances which would adversely affect the rural land board's interest in the parcel of land. This provision shall be satisfied if the lienor, mortgagor or other holder of an encumbrance subordinates its interests to the terms of the conservation easement.

ARTICLE IV. - MISCELLANEOUS

Sec. 27-10. Donations; Enforcement.

(1) The Rural Land Management Board shall accept the donation of an interest in land, including a conservation easement, and enforce or release the provisions of a conservation easement only pursuant to the process established in Sections 26-16 and 26-17 of the Code of Ordinances.

Sec. 27-11. Conservation easements; release.

(1) All conservation easements or other interests in land which are purchased pursuant to this chapter shall be perpetual, unless released by the Rural Land Management Board pursuant to the provisions of this section.

(2) At any time after any part of the parcel of land has been included within the urban service area boundary, as determined by the then most recent comprehensive plan, the then current landowner may file a written request with the

rural land staff for release of that part of the parcel of land which has been included within the urban service area boundary. The Rural Land Management Board shall approve the request and authorize the chair to execute a release of the conservation easement in recordable form, upon the following conditions:

(a) The landowner conveys to the Rural Land Management Board or the urban county government a conservation easement of equal or greater Fayette County acreage and of an equal or greater numerical score determined pursuant to section 27-7; or at the option of the board, upon a vote of eight (8) voting members thereof, the landowner pays to the board a sum determined by appraisal to be equal to the then current fair market value of the conservation easement being released; and

(b) The landowner pays to the Rural Land Management Board a sum equal to the costs incurred by the board pursuant to subsection (a) of this section, including, but not limited to, survey and engineering fees, title search and title insurance fees, appraisal costs and recording fees; and

(c) The landowner pays to the Rural Land Management Board a sum equal to the amount, if any, by which the actual sum paid by the board for the original conservation easement exceeds the actual sum paid by the landowner for the new conservation easement, in the event the landowner conveys to the board a new conservation easement.

(3) A request pursuant to this subsection shall be considered for the same parcel of land not more often than once every three (3) years.

(4) The Rural Land Management Board shall place the proceeds realized from subsections (2) or (3) of this section in an account dedicated to the purchase of conservation easements and shall use the proceeds for the purchase of conservation easements consistent with the provisions of this chapter.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL PUBLISHED:
January 31, 2025-1t
0010-25:TWJ:4909-9105-2301, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0011-25

File ID:	0011-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	008-2025	**In Control:**	Urban County Council
				File Created:	12/30/2024
File Name:	Incentive Grant FCPS (Class B Education)			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) Incentive Grant to Fayette County Public Schools (FCPS), for a Stormwater Quality Project, at a cost not to exceed $4,976.50. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. Returned to Denice Bullock 1/28/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Sheet Memo, FY 2025 Fayette County Public Schools_Class B Edu - Council Map, FY25 Class BE - FCPS GAA_signed by Grantee, RESO 0011-25-Stormwater Incentive Grant for FCPS 4905-5755-2656 v.1.docx, R-016-2025, Contract #008-2025	**Enactment Number:**	R-016-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0011-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) Incentive Grant to Fayette County Public Schools (FCPS), for a Stormwater Quality Project, at a cost not to exceed $4,976.50. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools at an amount not to exceed $4,976.50. This project is to optimize the use of an existing detention basin. Funds are Budgeted. (L0011-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan Thompson 12/20/24

Risk Management: No

Fully Budgeted [select]: Y

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $4976.50

Annual Impact: $4976.50

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 20, 2024

SUBJECT: Recommendation for an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools.

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools in the amount of $4,976.50.

Purpose of Request

The purpose of this project is to optimize the use of an existing detention basin on Tates Creek Elementary Schools (TCE) south campus as a stormwater educational tool. The project elements include a planting day hosted by Fayette County Public School (FCPS) and Hickman Creek Conservancy (HCC), five (5) water quality watershed and native planting lessons for 4th and 5th grade classes, and a field trip to Gainesway pond after all work has been completed. The project also includes installation of a permanent educational sign on the sidewalk side of the basin.

Project Cost in FY25 and in Future Budget Years

The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $4,976.50.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



Fayette County Public School - Tates Creek Elementary School

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **FAYETTE COUNTY PUBLIC SCHOOLS (FCPS), 1126 RUSSELL CAVE ROAD, LEXINGTON, KY 40505** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$4,976.50** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee’s Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government’s Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

(e) Should the Government’s Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government’s Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **FAYETTE COUNTY PUBLIC SCHOOLS (FCPS)**
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505

BY: _____

NAME: Rodney Jackson

TITLE: Executive Director Financial Accounting & Benefits Services

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Rodney Jackson, as the duly authorized representative for and on behalf of Fayette County Public Schools, on this the 13 day of November, 2024.

My commission expires: November 27, 2025.

Casondra Alane Jones KYNP40121
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Fayette County Public Schools (FCPS)

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class B Education Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
Fayette County Public Schools (FCPS)
1126 Russell Cave Road
Lexington, KY 40505

Primary Project Contact & Project Manager:
David Buchanan
859-381-3606 (phone)
david.buchanan@fayette.kyschools.us (email)

Secondary Project Contact & Project Co-Lead:
Brian Radcliff
Hickman Creek Conservancy
859-608-5258 (phone)
0953bjrdclff@gmail.com (email)

Project Site Location(s)
Tates Creek Elementary School
1113 Centre Parkway
Lexington, KY 40517

& Property Owner(s):
Board of Education of Fayette CO KY (aka FCPS)
1126 Russell Cave Road
Lexington, KY 40505

PROJECT PLAN ELEMENTS

The purpose of this proposed project is to refurbish an existing detention basin, and optimization of the basin for educational opportunities at the nearby Tates Creek Elementary School.

The general project elements include:

1. Planting Day: Students, families, teachers and community members will install native plants in the detention basin bed and remove existing invasive plants. FCPS and HCC will organize and provide materials and tools for this workday including the plant material, shovels, and soil. HCC will also provide the education elements at this event including an out-loud presentation, posters, and handouts.

2. Stormwater Education: Hickman Creek Conservancy (HCC) will partner with Tates Creek Elementary School teachers to host five (5) water quality, watershed, and native planting lessons for fourth and fifth grade classes. The students will also take a field trip to the pond after the work has been completed.

3. Permanent Signage: The project also includes the installation of one (1) educational sign on the sidewalk side of the basin that includes information on the water quantity and quality benefits of the basin.

TARGET AUDIENCE

The target audience for this project is 611 Tates Creek Elementary School students and their families.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement****:* Hickman Creek Conservancy will care for the maintenance of plants in the detention basin in perpetuity and will pay to replace any plants that have perished. Hickman Creek Conservancy will hold yearly work days at the basin for any additional plantings and invasive removal that will involve the community.

2) ***Personnel for Long-Term Implementation****:* It is anticipated that Hickman Creek Conservancy will have a dedicated group of members and a long-term executive board that will plan, advertise, and participate in long-term maintenance.

3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Ongoing sources of funding for future program implementation beyond the grant period will come from Hickman Creek Conservancy which receives ongoing funding from members and donations. The volunteer hours and tools will be donated by Hickman Creek Conservancy members.

PROJECT SUCCESS MEASURES

The primary goal of the Stormwater Incentive Grant Program is to educate residents about stormwater and water quality issues in our community. The Project success measures will include:

1. Number of attendees at the native planting workday.
2. Successful installation of native plants and removal of invasive plants in the basin.
3. Successful installation of the educational sign.
4. Number of students in attendance during lessons.
5. Number of students attending the detention basin field trip.
6. Documented feedback from students, families, and teachers through written and verbal surveys.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and/or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL GRANT STIPULATIONS

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

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.

3. Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging (i.e. brochures, bookmarks, cards and so forth).

4. Applicant shall provide a rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.

5. Applicant to provide student/teacher evaluations as part of the Project Final Report.

6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 45.1% cost share offered in the application (approximately $1,623.50).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2025
Basin planting event planning	July - August 2025
Advertise basin planting events and coordinate volunteers	August - September 2025
Purchase trees, shrubs, mulch	September 2025
Host basin planting event	October 2025
Develop lesson plans and materials	August - October 2025
Hold classroom lessons	November 2025
Install an educational sign at the basin	December 2025
School-wide basin field trip	January 2026
Provide Project Final Report to LFUCG	February 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

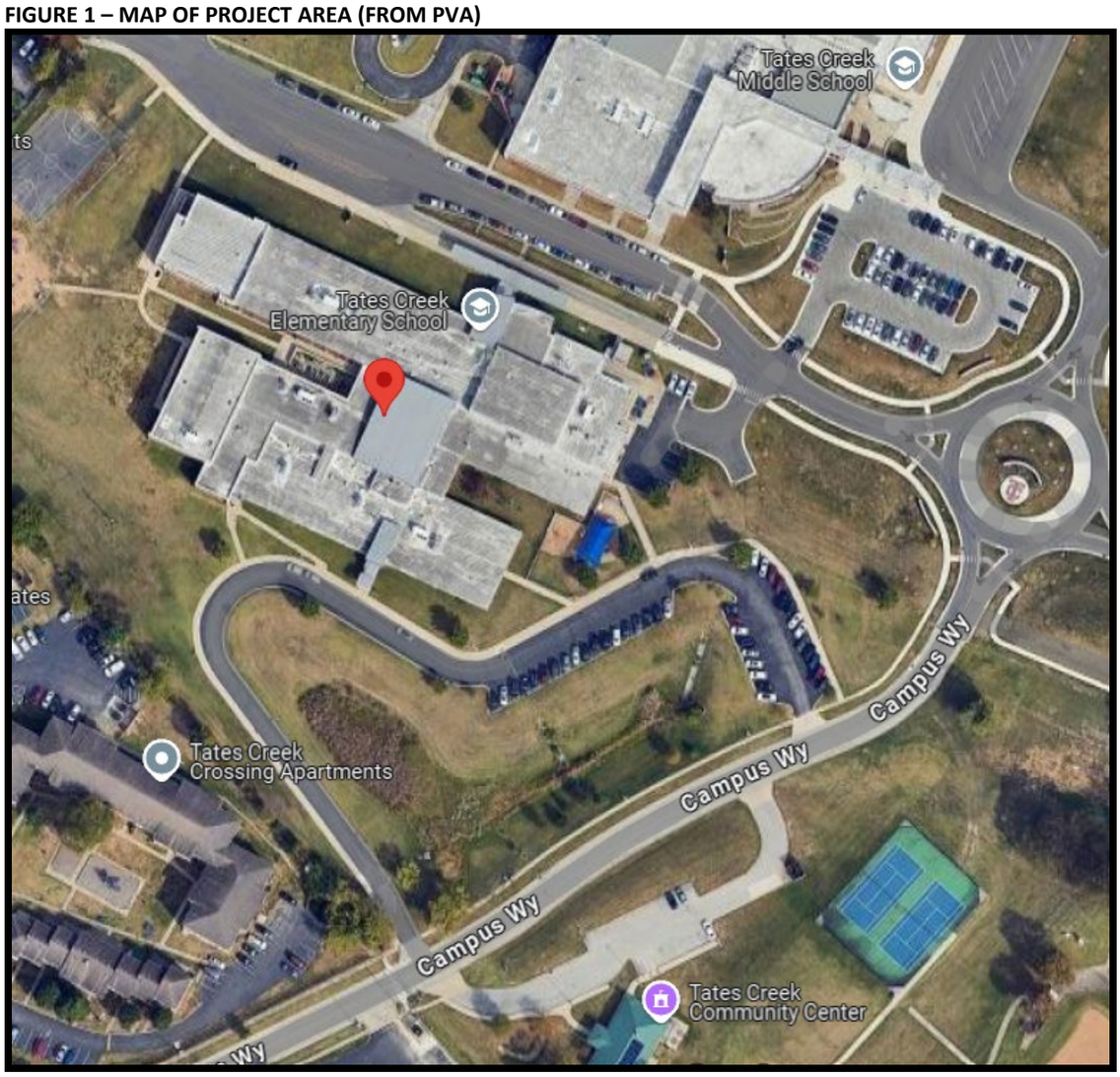
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
Project Element: Native Planting Work Day In Detention Basin										
1	Advertising for event	Supplies	HCC & FCPS	625 single page flyers - black & white	$ 0.10	per flyer	615	$ -	$ 61.50	$ 61.50
2	Supplies for event	Supplies	HCC	Work Gloves	$ 6.00	per pair	40	$ -	$ 240.00	$ 240.00
3	Supplies for event	Supplies	HCC	Trash Bags	$ 5.00	per each box	5	$ -	$ 25.00	$ 25.00
4	Purchase of native plants	Materials	Plant Nursery	Swamp Milkweed, Swamp Rose Mallow, Buttonbush, Indigo Bush, Joe-Pye Weed, Cup Plant, Blue Mistflower, Elderberry, Witch Hazel, Red Twig Dogwood, Silky Dogwood and others.	$ 20.00	per shrub	100	$ -	$ 2,000.00	$ 2,000.00
5	Purchase of mulch	Materials	Plant Nursery	100 bags (type) mulch	$ 4.00	per bag	100	$ -	$ 400.00	$ 400.00
6	Basin cleaning and debris removal	Volunteer Hours	HCC & FCPS Volunteers	Volunteer hours for basin cleaning event (assume 15 adult volunteers for 3 hours each)	$ 15.00	per hour	45	$ 675.00	$ -	$ 675.00
Project Element: Design, Purchase and Installation of Educational Sign										
7	Design of Sign	Personnel Hours	Contractor	Design of sign by contractor	$ 50.00	per hour	5	$ -	$ 250.00	$ 250.00
8	Purchase of Sign	Materials	HCC & FCPS	Purchase of Sign	$ 1,000.00	per sign	1	$ -	$ 1,000.00	$ 1,000.00
9	Install of Sign	Personell Hours	Contractor	Install of sign by contractor	$ 500.00	lump sum	1	$ -	$ 500.00	$ 500.00
Project Element: Five In-Classroom Lessons on Watersheds, Stormwater and Water Quality										
10	Development of Lesson Plan	Personnel Hours	HCC & FCPS	Developing lesson plans on water quality, stormwater watersheds and native plantings for fourth and fifth grade	$ 27.10	per hour	20	$ 542.00	$ -	$ 542.00
11	In-Person Lessons	Personnel Hours	HCC	Giving lessons in person (5 lessons, 1 hour each)	$ 27.10	per hour	5	$ 135.50	$ -	$ 135.50
12	Lesson Materials	Materials	HCC & FCPS	Printing of handouts & hands on materials to be retained by TCE	$ 500.00	lump sum	1	$ -	$ 500.00	$ 500.00
13	Teacher Professional Development	Personnel Hours	FCPS	Five teachers for two hours	$ 27.10	per hour	10	$ 271.00	$ -	$ 271.00
14					***TOTAL PROJECT BUDGET:***			**$ 1,623.50**	**$ 4,976.50**	**$ 6,600.00**
15								**ORGANIZATION SHARE**	**GRANT SHARE**	
16				***COST SHARE % =**	**45.10%**			**45.1%**	**54.9%**	
17										
18	**NOTE:** Cost share is not required for the first $3,000. Above that, a 20% cost share is required.									

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (EDUCATION) INCENTIVE GRANT TO FAYETTE COUNTY PUBLIC SCHOOLS (FCPS), FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $4,976.50.

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

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

Section 2 – That an amount, not to exceed $4,976.50, be and hereby is approved for payment to Fayette County Public Schools (FCPS), from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0011-25:EPT_4905-5755-2656, v. 1

RESOLUTION NO. 016 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (EDUCATION) INCENTIVE GRANT TO FAYETTE COUNTY PUBLIC SCHOOLS (FCPS), FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $4,976.50.

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

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

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0011-25:EPT_4905-5755-2656, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the 28 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **FAYETTE COUNTY PUBLIC SCHOOLS (FCPS), 1126 RUSSELL CAVE ROAD, LEXINGTON, KY 40505** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$4,976.50** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

Mackenzie Beck

CLERK, URBAN COUNTY COUNCIL

Deputy

Grantee Organization: **FAYETTE COUNTY PUBLIC SCHOOLS (FCPS)**
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505

BY: _____

NAME: Rodney Jackson

TITLE: Executive Director Financial Accounting & Benefits Services

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Rodney Jackson, as the duly authorized representative for and on behalf of Fayette County Public Schools, on this the 13 day of November, 2024.

My commission expires: November 27, 2025.

Cassandra Alane Jones KYNP40121

NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Fayette County Public Schools (FCPS)

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Education Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:	Fayette County Public Schools (FCPS) 1126 Russell Cave Road Lexington, KY 40505
Primary Project Contact & Project Manager:	David Buchanan 859-381-3606 (phone) david.buchanan@fayette.kyschools.us (email)
Secondary Project Contact & Project Co-Lead:	Brian Radcliff Hickman Creek Conservancy 859-608-5258 (phone) 0953bjrdclff@gmail.com (email)
Project Site Location(s)	Tates Creek Elementary School 1113 Centre Parkway Lexington, KY 40517
& Property Owner(s):	Board of Education of Fayette CO KY (aka FCPS) 1126 Russell Cave Road Lexington, KY 40505

PROJECT PLAN ELEMENTS

The purpose of this proposed project is to refurbish an existing detention basin, and optimization of the basin for educational opportunities at the nearby Tates Creek Elementary School.

The general project elements include:

1. Planting Day: Students, families, teachers and community members will install native plants in the detention basin bed and remove existing invasive plants. FCPS and HCC will organize and provide materials and tools for this workday including the plant material, shovels, and soil. HCC will also provide the education elements at this event including an out-loud presentation, posters, and handouts.

2. Stormwater Education: Hickman Creek Conservancy (HCC) will partner with Tates Creek Elementary School teachers to host five (5) water quality, watershed, and native planting lessons for fourth and fifth grade classes. The students will also take a field trip to the pond after the work has been completed.

3. Permanent Signage: The project also includes the installation of one (1) educational sign on the sidewalk side of the basin that includes information on the water quantity and quality benefits of the basin.

TARGET AUDIENCE

The target audience for this project is 611 Tates Creek Elementary School students and their families.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement:*** Hickman Creek Conservancy will care for the maintenance of plants in the detention basin in perpetuity and will pay to replace any plants that have perished. Hickman Creek Conservancy will hold yearly work days at the basin for any additional plantings and invasive removal that will involve the community.

2) ***Personnel for Long-Term Implementation:*** It is anticipated that Hickman Creek Conservancy will have a dedicated group of members and a long-term executive board that will plan, advertise, and participate in long-term maintenance.

3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Ongoing sources of funding for future program implementation beyond the grant period will come from Hickman Creek Conservancy which receives ongoing funding from members and donations. The volunteer hours and tools will be donated by Hickman Creek Conservancy members.

PROJECT SUCCESS MEASURES

The primary goal of the Stormwater Incentive Grant Program is to educate residents about stormwater and water quality issues in our community. The Project success measures will include:

1. Number of attendees at the native planting workday.
2. Successful installation of native plants and removal of invasive plants in the basin.
3. Successful installation of the educational sign.
4. Number of students in attendance during lessons.
5. Number of students attending the detention basin field trip.
6. Documented feedback from students, families, and teachers through written and verbal surveys.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and/or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL GRANT STIPULATIONS

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

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.

3. Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging (i.e. brochures, bookmarks, cards and so forth).

4. Applicant shall provide a rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.

5. Applicant to provide student/teacher evaluations as part of the Project Final Report.

6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 45.1% cost share offered in the application (approximately $1,623.50).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2025
Basin planting event planning	July - August 2025
Advertise basin planting events and coordinate volunteers	August - September 2025
Purchase trees, shrubs, mulch	September 2025
Host basin planting event	October 2025
Develop lesson plans and materials	August - October 2025
Hold classroom lessons	November 2025
Install an educational sign at the basin	December 2025
School-wide basin field trip	January 2026
Provide Project Final Report to LFUCG	February 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

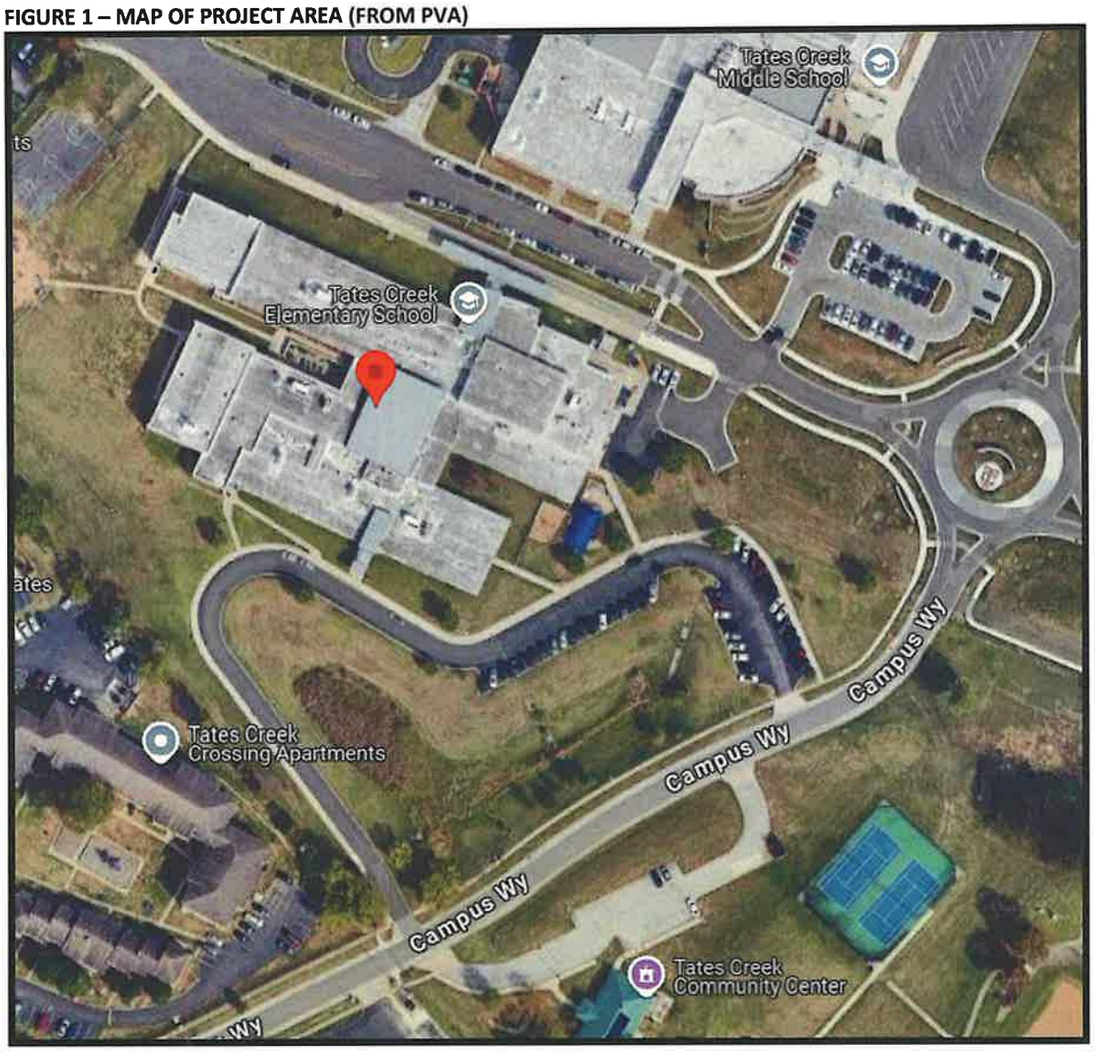
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
	Project Element: Native Planting Work Day In Detention Basin									
1	Advertising for event	Supplies	HCC & FCPS	625 single page flyers - black & white	$ 0.10	per flyer	615	$ -	$ 61.50	$ 61.50
2	Supplies for event	Supplies	HCC	Work Gloves	$ 6.00	per pair	40	$ -	$ 240.00	$ 240.00
3	Supplies for event	Supplies	HCC	Trash Bags	$ 5.00	per each box	5	$ -	$ 25.00	$ 25.00
4	Purchase of native plants	Materials	Plant Nursery	Swamp Milkweed, Swamp Rose Mallow, Buttonbush, Indigo Bush, Joe-Pye Weed, Cup Plant, Blue Mistflower, Elderberry, Witch Hazel, Red Twig Dogwood, Silky Dogwood and others.	$ 20.00	per shrub	100	$ -	$ 2,000.00	$ 2,000.00
5	Purchase of mulch	Materials	Plant Nursery	100 bags (type) mulch	$ 4.00	per bag	100	$ -	$ 400.00	$ 400.00
6	Basin cleaning and debris removal	Volunteer Hours	HCC & FCPS Volunteers	Volunteer hours for basin cleaning event (assume 15 adult volunteers for 3 hours each)	$ 15.00	per hour	45	$ 675.00	$ -	$ 675.00
	Project Element: Design, Purchase and Installation of Educational Sign									
7	Design of Sign	Personnel Hours	Contractor	Design of sign by contractor	$ 50.00	per hour	5	$ -	$ 250.00	$ 250.00
8	Purchase of Sign	Materials	HCC & FCPS	Purchase of Sign	$ 1,000.00	per sign	1	$ -	$ 1,000.00	$ 1,000.00
9	Install of Sign	Personell Hours	Contractor	Install of sign by contractor	$ 500.00	lump sum	1	$ -	$ 500.00	$ 500.00
	Project Element: Five In-Classroom Lessons on Watersheds, Stormwater and Water Quality									
10	Development of Lesson Plan	Personnel Hours	HCC & FCPS	Developing lesson plans on water quality, stormwater watersheds and native plantings for fourth and fifth grade	$ 27.10	per hour	20	$ 542.00	$ -	$ 542.00
11	In-Person Lessons	Personnel Hours	HCC	Giving lessons in person (5 lessons, 1 hour each)	$ 27.10	per hour	5	$ 135.50	$ -	$ 135.50
12	Lesson Materials	Materials	HCC & FCPS	Printing of handouts & hands on materials to be retained by TCE	$ 500.00	lump sum	1	$ -	$ 500.00	$ 500.00
13	Teacher Professional Development	Personnel Hours	FCPS	Five teachers for two hours	$ 27.10	per hour	10	$ 271.00	$ -	$ 271.00
14					***TOTAL PROJECT BUDGET:***			**$ 1,623.50**	**$ 4,976.50**	**$ 6,600.00**
15								**ORGANIZATION SHARE**	**GRANT SHARE**	
16				***COST SHARE % =**	**45.10%**			**45.1%**	**54.9%**	
17										
18	**NOTE:** Cost share is not required for the first $3,000. Above that, a 20% cost share is required.									

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



Stormwater Quality Projects Incentive Grant Program



Fayette County Public School - Tates Creek Elementary School

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0012-25

File ID:	0012-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	012-2025	**In Control:**	Urban County Council
				File Created:	12/30/2024
File Name:	Incentive Grant Waterford II H.O.A.			**Final Action:**	01/23/2025

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

Notes: Stamped and filed in the CCO. Returned to Denice 1/29/2024. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Sheet Memo, FY 2025 Waterford II HA - Council Map, FY25 Class A - Waterford II HOA GAA_signed by Grantee, RESO 0012-25- Stormwater Incentive Grant for Waterford II HOA 4918-4009-2176 v.1.docx, R-017-2025, Contract #012-2025	**Enactment Number:**	R-017-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0012-25

Title

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

Summary

Authorization to approve an FY25 (Class A Neighborhood Stormwater Quality Projects Incentive Grant for Waterford II Homeowners Association, Inc. in the amount of $120,000.00 for continued efforts relating to stream restoration. Funds are Budgeted. (L0012-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan Thompson 12/20/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $120,000.00

Annual Impact:

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance: $1,673,910

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 3, 2024

SUBJECT: Recommendation for an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Waterford II Homeowners Association (HOA), Inc.

Request

The purpose of this memorandum is to request approval of an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Waterford II Homeowners Association, Inc., in the amount of $120,000.00.

Purpose of Request

The objective of this project is to continue the efforts stemming from Waterford II HOA's FY19 Feasibility Study, FY23 Engineering Design, and FY24 Hardscape Infrastructure Removal and Stream Restoration Phase 1 Construction Project grants. The project elements include restoring the natural habitat capturing sediment within the amenity pond footprint, re-establishing and enhancing the riparian buffer and installing a permanent stormwater education sign.

Project Cost in FY25 and in Future Budget Years

The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $120,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



GRANT AWARD AGREEMENT

Fiscal Year 2025 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WATERFORD II HOMEOWNERS ASSOCIATION, INC., C/O DELLAVALLE MANAGEMENT, INC., 3151 BEAUMONT CENTRE CIRCLE, SUITE B-100, LEXINGTON, KY 40513,** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$120,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds.*

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds.* Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):

- Design calculations;
- Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
- Final specifications and bidding documents (if applicable);
- Detailed engineer's construction cost estimate including quantities;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
- Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction.

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.

(10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

WATERFORD II HOMEOWNERS ASSOCIATION, INC.
C/O DELLAVALLE MANAGEMENT, INC.
3151 BEAUMONT CENTRE CIRCLE, SUITE B-100
LEXINGTON, KY 40513

BY: Matt Ellis

NAME: Matt Ellis

TITLE: Waterford II HOA Boardmember

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Matt Ellis, as the duly authorized representative for and on behalf of Waterford II homeowners Assoc. on this the 26th day of November, 2024.

My commission expires: July 8th, 2028.

Sarah Path
NOTARY PUBLIC

SARAH MARIE PATH
Notary Public
Commonwealth of Kentucky
Commission Number KYNP90313
My Commission Expires Jul 8, 2028

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Waterford II Homeowners Association, Inc.

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class A Neighborhood Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
Waterford II Homeowners Association, Inc.
1795 Alysheba Way, Suite 3103 CME
Lexington, KY 40509
KY Organization #0305281

Organization President:
Traci Doleman
859-552-0355 (phone)
tracid3@gmail.com (email)

Primary Project Contact:
Matt Ellis
859-229-9950 (phone)
matt1335@gmail.com (email)

Secondary Project Contact & Project Manager:
Eric Dawalt, PE
859-806-1089 (phone)
edawaltrw@gmail.com (email)

Project Site Location & Property Owners:
Waterford II Homeowners Association, Inc.
4000 Clearwater Way
Lexington, KY 40515

Design Engineering Firm:
Stantec Consulting Services, Inc.
3052 Beaumont Center Circle
Lexington, KY 40513
859-475-6140 (phone)
Sam Lee, P.E. (Engineer of Record)
samuel.lee2@stantec.com (email)

Contractor:
Ridgewater, LLC
2968 McClure Road
Winchester, KY 40391
859-806-1089 (phone)
ericdawaltrw@gmail.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 4000 Clearwater Way, Lexington, KY 40515, owned by Waterford II Homeowners Association, Inc. No other property or right-of-way shall be disturbed without the written permission from the property owners and/or LFUCG.

The objective of this project is to continue the efforts stemming from Waterford II HOA's FY19 Feasibility Study, FY23 Engineering Design, and FY24 Hardscape Infrastructure Removal and Stream Restoration Phase 1 Construction Project grants to restore the nature stream habitat at Clearwater Way and Man o' War Boulevard.

Project Elements

The Hardscape Infrastructure Removal and Stream Restoration - Phase 2 Construction Project will achieve the following goals:

1) **Restore the natural habitat within the amenity pond footprint.** Construct a natural stream habitat with a series of pools, riffles, and runs for improved water quality and instream aquatic habitat.
2) **Encapsulate sediment captured within the existing amenity pond**. Prevent washout of existing sediment by removing failing infrastructure (concrete weir) and constructing grade control structures (riffle grade control ribs). Existing sediment will be removed as needed to construct these structures.

3) **Re-establish and enhance riparian buffer zones**. Re-establish and enhance riparian buffer around the stream. This will include the addition of at least 20,000 square feet of tree canopy to provide shade, streambank stability, and aesthetics.

4) **Install a stormwater educational sign** documenting the stream restoration work and other project elements.

DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1) Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2) The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

   The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3) All existing utilities shall be located and shown on the design plans.

4) All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5) Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov

Stormwater, Mark Sanders– msanders@lexingtonky.gov

6) All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7) Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

CONSTRUCTION

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) At the completion of the Design Phase, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following six (6) deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

- Set of all final design calculations
- Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
- Set of final specifications and bidding documents (if applicable)
- Final detailed engineer's construction cost estimate including quantities
- All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) **The design phase shall end when the LFUCG Grant Manager provides written acceptance of the design submittals.**

4) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.

6) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.

7) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.

8) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

9) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.

10) After construction is completed, the Project Final Report shall include copies of the following:

- Summary of final construction costs and quantities
- Copies of all federal, state, and local permits obtained for the project (if not previously provided)
- 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
- Copies of final inspection minutes, punch-lists, etc.
- Photo documentation of site conditions and improvements before, during, and after construction
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.)

11) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance, and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1) Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.

2) Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.

3) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

4) Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, DOW, etc.) prior to any stream bank stabilization work.

5) Educational signage is to be approved by the Grant Manager or Administrator prior to production.

6) BMP locations are to be modified to comply with the minimum setback distances stipulated in the Engineering Manuals, Codes, Regulations, and Ordinances.

7) An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

GRANT PERIOD & PROJECT SCHEDULE

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

project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2025
Project Construction	July – October 2025
Construction Significant Completion/Punchlist Meeting with LFUCG and Stakeholders	November 2025
Record Drawings	December 2025
Vegetation Planting	Spring 2026
Provide Project Final Report to LFUCG	Within 2 months of completion of Vegetation Planting
Final Payment (10% Retainer)	After LFUCG Acceptance of Final Completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

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

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
	Project Element: Construction								
1	Construction	Contractor	General Conditions, Grant Management	$ 5,000.00	LS	1	$ 1,000.00	$ 4,000.00	$ 5,000.00
2	Construction	Contractor	Demobilization	$ 5,000.00	LS	1	$ 1,000.00	$ 4,000.00	$ 5,000.00
3	Construction	Contractor	Demolition - Existing concrete dam spillway & apron	$ 200.00	CY	100	$ 4,000.00	$ 16,000.00	$ 20,000.00
4	Construction	Contractor	Channel Excavation & Placement (on-site) - Phase 2	$ 15.00	CY	889.00	$ 2,667.00	$ 10,668.00	$ 13,335.00
5	Construction	Contractor	Rock (12" D50) - Spillway Replacement - Phase 2	$ 60.00	Ton	1,000	$ 12,000.00	$ 48,000.00	$ 60,000.00
6	Construction	Contractor	Riparian Buffer Planting (Bare Roots and Wildflower Seed)	$ 4,000.00	AC	0.5	$ 400.00	$ 1,600.00	$ 2,000.00
7	Construction	Contractor	Erosion Control Blanket - Phase 2	$ 6.00	SY	1,956.00	$ 2,347.20	$ 9,388.80	$ 11,736.00
8	Construction	Contractor	Seed and Straw	$ 2,000.00	AC	0.5	$ 200.00	$ 800.00	$ 1,000.00
9	Construction	Contractor	Erosion and Sediment Control (SCE, pump around, etc.)	$ 5,000.00	LS	1	$ 1,000.00	$ 4,000.00	$ 5,000.00
10	Contingency (17.95%)			$ 26,929.00	LS	1	$ 5,385.80	$ 21,543.20	$ 26,929.00
11						TOTAL PROJECT BUDGET:	$ 30,000.00	$ 120,000.00	$ 150,000.00
12							ORGANIZATION	GRANT	
13							SHARE*	SHARE	
14			COST SHARE % = 20.00% OK MUST BE ≥ 20%				20.0%	80.0%	
15									
16	Construction costs are estimates and will be finalized once the Design is completed.								
17	This Phase II budget assumes that Phase I and II Construction are done concurrently or sequentially during the same construction season.								
18	Phase I items are included in the FY 2024 Construction Grant.								

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO WATERFORD II HOMEOWNERS ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $120,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed $120,000.00, be and hereby is approved for payment to Waterford II Homeowners Association, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0012-25:EPT_4918-4009-2176, v. 1

RESOLUTION NO. 017 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO WATERFORD II HOMEOWNERS ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $120,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed $120,000.00, be and hereby is approved for payment to Waterford II Homeowners Association, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0012-25:EPT_4918-4009-2176, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 29 day of January, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WATERFORD II HOMEOWNERS ASSOCIATION, INC., C/O DELLAVALLE MANAGEMENT, INC., 3151 BEAUMONT CENTRE CIRCLE, SUITE B-100, LEXINGTON, KY 40513,** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$120,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):

- Design calculations;
- Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
- Final specifications and bidding documents (if applicable);
- Detailed engineer's construction cost estimate including quantities;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
- Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction.

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.

(10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST: Mackenzie Sock

CLERK, URBAN COUNTY COUNCIL

Deputy

GRANTEE ORGANIZATION & PROPERTY OWNER:

WATERFORD II HOMEOWNERS ASSOCIATION, INC.
C/O DELLAVALLE MANAGEMENT, INC.
3151 BEAUMONT CENTRE CIRCLE, SUITE B-100
LEXINGTON, KY 40513

BY: Matt Ellis

NAME: Matt Ellis

TITLE: Waterford II HOA Boardmember

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Matt Ellis, as the duly authorized representative for and on behalf of Waterford II homeowners Assoc. on this the 26th day of November, 2024.

My commission expires: July 8th, 2028.

Sarah Path
NOTARY PUBLIC

SARAH MARIE PATH
Notary Public
Commonwealth of Kentucky
Commission Number KYNP90313
My Commission Expires Jul 8, 2028

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Waterford II Homeowners Association, Inc.

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:	Waterford II Homeowners Association, Inc. 1795 Alysheba Way, Suite 3103 CME Lexington, KY 40509 KY Organization #0305281
Organization President:	Traci Doleman 859-552-0355 (phone) tracid3@gmail.com (email)
Primary Project Contact:	Matt Ellis 859-229-9950 (phone) matt1335@gmail.com (email)
Secondary Project Contact & Project Manager:	Eric Dawalt, PE 859-806-1089 (phone) edawaltrw@gmail.com (email)
Project Site Location & Property Owners:	Waterford II Homeowners Association, Inc. 4000 Clearwater Way Lexington, KY 40515
Design Engineering Firm:	Stantec Consulting Services, Inc. 3052 Beaumont Center Circle Lexington, KY 40513 859-475-6140 (phone) Sam Lee, P.E. (Engineer of Record) samuel.lee2@stantec.com (email)
Contractor:	Ridgewater, LLC 2968 McClure Road Winchester, KY 40391 859-806-1089 (phone) ericdawaltrw@gmail.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 4000 Clearwater Way, Lexington, KY 40515, owned by Waterford II Homeowners Association, Inc. No other property or right-of-way shall be disturbed without the written permission from the property owners and/or LFUCG.

The objective of this project is to continue the efforts stemming from Waterford II HOA's FY19 Feasibility Study, FY23 Engineering Design, and FY24 Hardscape Infrastructure Removal and Stream Restoration Phase 1 Construction Project grants to restore the nature stream habitat at Clearwater Way and Man o' War Boulevard.

Project Elements

The Hardscape Infrastructure Removal and Stream Restoration - Phase 2 Construction Project will achieve the following goals:

1) **Restore the natural habitat within the amenity pond footprint.** Construct a natural stream habitat with a series of pools, riffles, and runs for improved water quality and instream aquatic habitat.
2) **Encapsulate sediment captured within the existing amenity pond**. Prevent washout of existing sediment by removing failing infrastructure (concrete weir) and constructing grade control structures (riffle grade control ribs). Existing sediment will be removed as needed to construct these structures.

3) **Re-establish and enhance riparian buffer zones**. Re-establish and enhance riparian buffer around the stream. This will include the addition of at least 20,000 square feet of tree canopy to provide shade, streambank stability, and aesthetics.

4) **Install a stormwater educational sign** documenting the stream restoration work and other project elements.

DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1) Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2) The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

   The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3) All existing utilities shall be located and shown on the design plans.

4) All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5) Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov

Stormwater, Mark Sanders– msanders@lexingtonky.gov

6) All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7) Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

CONSTRUCTION

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) At the completion of the Design Phase, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following six (6) deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

- Set of all final design calculations
- Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
- Set of final specifications and bidding documents (if applicable)
- Final detailed engineer's construction cost estimate including quantities
- All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) **The design phase shall end when the LFUCG Grant Manager provides written acceptance of the design submittals.**

4) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.

6) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.

7) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.

8) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

9) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.

10) After construction is completed, the Project Final Report shall include copies of the following:

- Summary of final construction costs and quantities
- Copies of all federal, state, and local permits obtained for the project (if not previously provided)
- 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
- Copies of final inspection minutes, punch-lists, etc.
- Photo documentation of site conditions and improvements before, during, and after construction
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.)

11) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance, and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1) Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.

2) Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.

3) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

4) Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, DOW, etc.) prior to any stream bank stabilization work.

5) Educational signage is to be approved by the Grant Manager or Administrator prior to production.

6) BMP locations are to be modified to comply with the minimum setback distances stipulated in the Engineering Manuals, Codes, Regulations, and Ordinances.

7) An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

GRANT PERIOD & PROJECT SCHEDULE

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

project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2025
Project Construction	July – October 2025
Construction Significant Completion/Punchlist Meeting with LFUCG and Stakeholders	November 2025
Record Drawings	December 2025
Vegetation Planting	Spring 2026
Provide Project Final Report to LFUCG	Within 2 months of completion of Vegetation Planting
Final Payment (10% Retainer)	After LFUCG Acceptance of Final Completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

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

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
	Project Element: Construction								
1	Construction	Contractor	General Conditions, Grant Management	$ 5,000.00	LS	1	$ 1,000.00	$ 4,000.00	$ 5,000.00
2	Construction	Contractor	Demobilization	$ 5,000.00	LS	1	$ 1,000.00	$ 4,000.00	$ 5,000.00
3	Construction	Contractor	Demolition - Existing concrete dam spillway & apron	$ 200.00	CY	100	$ 4,000.00	$ 16,000.00	$ 20,000.00
4	Construction	Contractor	Channel Excavation & Placement (on-site) - Phase 2	$ 15.00	CY	889.00	$ 2,667.00	$ 10,668.00	$ 13,335.00
5	Construction	Contractor	Rock (12" D50) - Spillway Replacement - Phase 2	$ 60.00	Ton	1,000	$ 12,000.00	$ 48,000.00	$ 60,000.00
6	Construction	Contractor	Riparian Buffer Planting (Bare Roots and Wildflower Seed)	$ 4,000.00	AC	0.5	$ 400.00	$ 1,600.00	$ 2,000.00
7	Construction	Contractor	Erosion Control Blanket - Phase 2	$ 6.00	SY	1,956.00	$ 2,347.20	$ 9,388.80	$ 11,736.00
8	Construction	Contractor	Seed and Straw	$ 2,000.00	AC	0.5	$ 200.00	$ 800.00	$ 1,000.00
9	Construction	Contractor	Erosion and Sediment Control (SCE, pump around, etc.)	$ 5,000.00	LS	1	$ 1,000.00	$ 4,000.00	$ 5,000.00
10	Contingency (17.95%)			$ 26,929.00	LS	1	$ 5,385.80	$ 21,543.20	$ 26,929.00
11				**TOTAL PROJECT BUDGET:**			**$ 30,000.00**	**$ 120,000.00**	**$ 150,000.00**
12							**ORGANIZATION**	**GRANT**	
13				**COST SHARE % = 20.00%** OK			**SHARE***	**SHARE**	
14				**MUST BE ≥ 20%**			**20.0%**	**80.0%**	
15									
16	Construction costs are estimates and will be finalized once the Design is completed.								
17	This Phase II budget assumes that Phase I and II Construction are done concurrently or sequentially during the same construction season.								
18	Phase I items are included in the FY 2024 Construction Grant.								

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



ATTACHMENT B
TO FY 2025 CLASS A GRANT AWARD AGREEMENTS

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS:_____

PROPERTY OWNER NAME: _____

DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class _A_
_____
_____
_____
_____

SAMPLE

Whereas, _____<property owner name>_____, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **_____<property owner name>_____** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE _____<property owner name>_____ HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

SAMPLE

On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

SAMPLE

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

SAMPLE

Stormwater Quality Projects Incentive Grant Program



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0013-25

File ID:	0013-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	013-2025	**In Control:**	Urban County Council
				File Created:	12/31/2024
File Name:	Incentive Grant for UK Research Foundation			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) Incentive Grant to the University of Ky. Research Foundation (UKRF), for a Stormwater Quality Project, at a cost not to exceed $30,698. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. REturned to Denice 1/29/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Shee Memo, FY 2025 UKRF_Class B Edu - Council Map full, FY25 Class BE - UKRF GAA_signed by Grantee, RESO 0013-25- Stormwater Quality Incentive Grant (Class B Educational) with UKRF 4926-6676-3536 v.1.docx, R-018-2025, Contract #013-2025	**Enactment Number:**	R-018-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0013-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) Incentive Grant to the University of Ky. Research Foundation (UKRF), for a Stormwater Quality Project, at a cost not to exceed $30,698. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation for $30,698.00 for a project relating to urban reforestation and stormwater basins. Funds are Budgeted. (L0013-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan P. Thompson

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $30,698.00

Annual Impact:

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance: $1,673,910

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 18, 2024

SUBJECT: Recommendation for an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation.

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation in the amount of $30,698.00.

Purpose of Request

The goal of the project is to communicate project results to relevant community members and stakeholders, particularly members of the stormwater management community. The project elements are to evaluate the potential effects of urban reforestation, both in stormwater basins and in Reforest the Bluegrass sites on stormwater management by evaluating infiltration rates, soil water storage, and potential evapotranspiration, and to provide education and outreach programs through a multi-modal approach to communicating results including infographics, field day, conference presentations, tabling at Reforest the Bluegrass, and public engagement days.

Project Cost in FY25 and in Future Budget Years

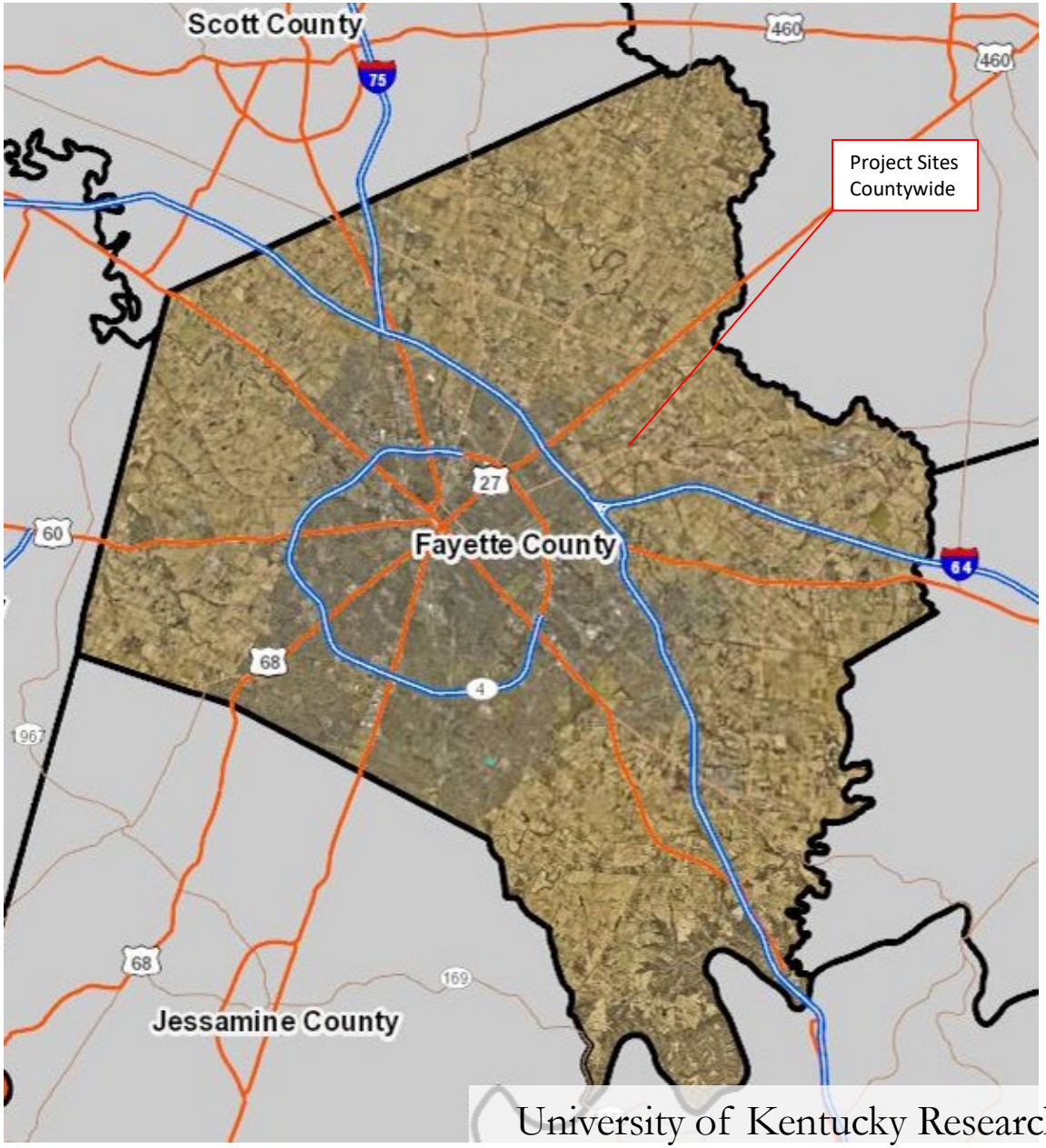
The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $30,698.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$30,698.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph 6 herein below, and produce a Project Final Report within 60 calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Additionally, a full standard report of expenditures shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation shall include labor distribution reports.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. A full standard report of expenditures shall be provided with the documentation of Match Costs. For project specific personnel costs and stipends included as Match Costs, documentation shall include labor distribution reports. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(f) The Government shall release payment of the final 5% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any substantive proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph 1 is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by Kentucky law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION
500 SOUTH LIMESTONE
109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

KCD

BY: Kim C. Carter

NAME: Kim C. Carter

TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim C Carter, as the duly authorized representative for and on behalf of UK RF, on this the 13th day of December, 2024.

My commission expires: 9/8/26.

_____
NOTARY PUBLIC

JUDY STIVERS DUNCAN
NOTARY PUBLIC
COMM. # KYNP57535
MY COMMISSION EXPIRES SEPTEMBER 08, 2026
COMMONWEALTH OF KENTUCKY

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
University of Kentucky Research Foundation (UKRF)

KC

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Education Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation (UKRF)
500 South Limestone, 109 Kinkead Hall
University of Kentucky
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact & Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Secondary Project Contact:
Kenton L. Sena, Ph.D
859-444-1723 (phone)
Kenton.sena@uky.edu (email)

Project Site Location & Property Owner:
Countywide
University of Kentucky

Project Team:
Lee Moser, M.S., Extension Associate Senior in the UK Martin-Gatton College of Agriculture, Food, and Environment
859-218-4327 (phone)
lee.moser@uky.edu (email)

The project team will also include two (2) undergraduate student research assistants.

PROJECT PLAN ELEMENTS

The purpose of the project is to communicate project results to relevant community members and stakeholders, particularly members of the stormwater management community. The University of Kentucky Research Foundation anticipates a multi-modal approach to communicating results.

The general project elements include:

Part 1: Evaluate Urban Forests as Stormwater Management – The proposed study will evaluate the effectiveness of reforestation through evaluating the potential stormwater volume displaced by tree biomass in reforested stormwater basin. The study will also evaluate whether planting trees in basins increases management/maintenance costs and whether planting trees in basins or mowed grasslands increases infiltration rates or soil water storage capacity. Field work will be performed to evaluate the study questions. The proposed project intends to evaluate the effectiveness of reforestation as stormwater management and to evaluate the timescales (1 year since planting vs. 25 years since planting).

A. **Biomass volume**: Volume of planted trees will be assessed. Tree volume will be summed across the basin. Future volume of planted trees will be estimated, assuming a typical stocking density and size.

B. **Maintenance/management costs**: Planted trees and their leaf litter may increase maintenance especially in autumn during leaf fall. Maintenance costs for study basins will be estimated in collaboration with basin managers.

C. **Infiltration**: Infiltration rates will be evaluated in mowed and reforested basins and Reforest the Bluegrass sites, using a MiniDIsk infiltrometer. Infiltration assessments will be conducted at three random and representative locations per site at least three times throughout the study.

D. **Water table**: A groundwater well will be installed near the outlet of each basin, equipped with a pressure transducer and datalogger to record water height every 15 minutes. These data will be analyzed to evaluate whether the timing and dewaterering differs between reforested and mowed basins. Soil samples will be collected from Reforest the Bluegrass sites and adjacent mowed areas to evaluate water storage capacity.

Part 2: Education and Outreach – The key goal of our proposed project is to communicate project results to relevant community members and stakeholders, particularly members of the stormwater management community. We anticipate a multi-modal approach to communicating results, including the following:

A. **Infographics:** Infographics convey data concisely, in a highly accessible and shareable format. We will create infographics to share the results of our stormwater basin and Reforest the Bluegrass assessments with members of the public. We anticipate that these infographics, paired with more detailed text, will be useful features in both web- and text-based communications such as webpages, social media, and brochures, and we will share the infographics widely with project partners including LFUCG Urban Forestry.

B. **Extension Publication:** The University of Kentucky Extension has existing extension publications regarding low-impact development; we will develop an additional extension publication reporting project results, adding to the body of knowledge. This publication will target professionals, such as managers involved in decision-making and design for stormwater management.

C. **Field Days:** UKRF will host at least one field day at project sites to share project results with stormwater managers and other relevant professionals.

D. **Conference Presentations:** UKRF will present project results at relevant meetings such as the Kentucky Water Research Institute symposium, the annual Kentucky Stormwater Association meeting, and the LFUCG Stormwater Stakeholders Advisory Committee meeting.

E. **Tabling at Reforest the Bluegrass:** UKRF will have a table at the April 2025 Reforest the Bluegrass planting event to share the benefits of planting trees in our city, including benefits for stormwater management.

F. **Public Engagement Days:** UKRF will host at least one public engagement day at a project site. Participants will learn about the benefits of urban reforestation for stormwater management and other management objectives and will help clean up the project site by removing invasive species and picking up trash.

TARGET AUDIENCE

The target audience for this project seeks to reach both stormwater management professionals and community members. UKRF will engage stormwater management professionals through extension publications, field days, and conference presentations, and will engage members of the community more broadly through infographics, tabling at events, and public engagement days. The results of the proposed project will clarify the effects of planting trees on stormwater management in our area. This information is critical for informed stormwater management moving forward. Furthermore, urban reforestation as a stormwater management strategy requires significant public support and engagement; engaging the public in conversations about the effectiveness of tree planting for stormwater management will thus also be critical.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement:*** The project will install monitoring equipment in project sites, which can be easily and inexpensively monitored by undergraduate student assistants. Furthermore, Sena and Moser will be willing and able to host additional field days for stormwater management professionals and community members, as there is interest.

2) ***Personnel for Long-Term Implementation:*** It is anticipated that the long-term mentoring will be performed by UKRF staff that have experience in water quality monitoring of long-term site in the Lexington area.

3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Ongoing sources of funding for future program implementation beyond the grant period will come from internal sources, such as the Student Sustainability Council.

PROJECT SUCCESS MEASURES

1. Products produced, including datasets, publications, and infographics.
2. Presentations given, including conferences and other meetings.
3. Number of participants at professional-facing events, such as the field day(s).
4. Number of participants at public-facing events, such as tabling and basin clean-up day(s).
5. Data to reflect use and/or knowledge gains, including survey instruments (online and in-person), social media metrics, website visits and downloads, etc.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and / or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL GRANT STIPULATIONS

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

1. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of activities.

2. Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging *(i.e.* brochures, bookmarks, cards and so forth).

3. Applicant shall provide a rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.

4. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.1% cost share offered in the application (approximately $6,954.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval Grant Award Agreement and Notice to Proceed (NTP)	anticipated February 2025
Identify project basins (5 treed/5 mowed) and secure access permissions	Within two months of NTP
Install groundwater wells and monitoring instruments in project basins	Spring 2025
Table at Reforest the Bluegrass	April 2025
Monitor project basins	Continuous after the well installation and instrumentation; Spring 2025 through the end of the project
Assess infiltration and soil water storage in Reforest the Bluegrass sites	May 2025 - June 2025
Plan and Advertise for Field Day and Public Engagement Day	June 2025
Field Day and Public Engagement Day	June 2025 - July 2025
Present at Kentucky Storm.water Association Meeting	July 2025
Draft Communications Materials: Infographic, Extension Publication, etc.	August 2025 - December 2025
Provide Project Final Report to LFUCG	March 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

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

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Personnel	Kenton Sena, Principal Investigator	Project manager hours estimated as 5.56% annual effort during summer charged to sponsor, which equates to approximately 86.67 hours. The hourly rate includes fringe benefits. Please note that health insurance is not charged for summer effort.	$ 50.37	per hour	86.68		$ 4,366.00	$ 4,366.00
2	Personnel	Kenton Sena, Principal Investigator	Project manager hours estimated as 2% annual effort during academic year charged as cost share, which equates to approximately 31.20 hours. The hourly rate includes fringe benefits and health insurance pro-rated based on the effort.	$ 61.46	per hour	31.2	$ 1,918.00	$ -	$ 1,918.00
3	Personnel	Moser	Personnel hours estimated as 5% of annual salary, which equates to approximately 104 hours.	$ 39.11	per hour	104	$ -	$ 4,068.00	$ 4,068.00
4	Personnel	Undergraduate research assistant, TBN	Personnel hours at standard student rate	$ 16.245	per	400	$ -	$ 6,498.00	$ 6,498.00
5	Personnel	Undergraduate research assistant, TBN	Personnel hours at standard student rate	$ 16.245	per	310	$ 5,036.00	$ -	$ 5,036.00
6	Travel	Sena, Moser	Estimate includes registration, mileage, and lodging	$ 1,500.00	per trip	1	$ -	$ 1,500.00	$ 1,500.00
7	Supplies	Sena, Moser, Undergraduate student(s)	Groundwater wells	$ 50.00	each	10	$ -	$ 500.00	$ 500.00
8	Supplies	Sena, Moser, Undergraduate student(s)	Filter packing material	$ 25.00	per bag	10	$ -	$ 250.00	$ 250.00
9	Supplies	Sena, Moser, Undergraduate student(s)	Locking well caps	$ 40.00	each	10	$ -	$ 400.00	$ 400.00
10	Supplies	Sena, Moser, Undergraduate student(s)	Water level loggers for tracking water depth in wells	$ 550.00	each	10	$ -	$ 5,500.00	$ 5,500.00
11	Supplies	Sena, Moser, Undergraduate student(s)	Barometric pressure logger for calibrating water level loggers	$ 500.00	each	1	$ -	$ 500.00	$ 500.00
12	Supplies	Sena, Moser, Undergraduate student(s)	Assembly for downloading data from loggers	$ 1,000.00	each	1	$ -	$ 1,000.00	$ 1,000.00
13	Supplies	Sena, Moser, Undergraduate student(s)	MiniDisk Infiltrometer	$ 500.00	each	2	$ -	$ 1,000.00	$ 1,000.00
14				20%	Direct Costs		$ -	$ 5,116.00	$ 5,116.00
15									$ -
16						TOTAL PROJECT BUDGET:	$ 6,954.00	$ 30,698.00	$ 37,652.00
17							ORGANIZATION SHARE	GRANT SHARE	
18			MATCH % AFTER FIRST $3,000 =			20.00%	OK		

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (EDUCATION) INCENTIVE GRANT TO THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $30,698.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Education) Incentive Grant to the University of Kentucky Research Foundation (UKRF), for a stormwater quality project.

Section 2 – That an amount, not to exceed $30,698.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0013-25:EPT_4926-6676-3536, v. 1

RESOLUTION NO. 018 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (EDUCATION) INCENTIVE GRANT TO THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $30,698.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Education) Incentive Grant to the University of Kentucky Research Foundation (UKRF), for a stormwater quality project.

Section 2 – That an amount, not to exceed $30,698.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0013-25:EPT_4926-6676-3536, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the 29 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$30,698.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph 6 herein below, and produce a Project Final Report within 60 calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Additionally, a full standard report of expenditures shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation shall include labor distribution reports.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. A full standard report of expenditures shall be provided with the documentation of Match Costs. For project specific personnel costs and stipends included as Match Costs, documentation shall include labor distribution reports. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(f) The Government shall release payment of the final 5% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any substantive proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph 1 is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by Kentucky law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

Deputy Mackenzie Stock

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION
500 SOUTH LIMESTONE
109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

KCD

BY: Kim C. Carter

NAME: Kim C. Carter

TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim C Carter, as the duly authorized representative for and on behalf of UKRF, on this the 13th day of December, 2024.

My,commission expires: 9/8/26.

NOTARY PUBLIC

JUDY STIVERS DUNCAN NOTARY PUBLIC COMM. # KYNP57535 MY COMMISSION EXPIRES SEPTEMBER 08, 2026 COMMONWEALTH OF KENTUCKY

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
University of Kentucky Research Foundation (UKRF)

KC

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Education Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation (UKRF)
500 South Limestone, 109 Kinkead Hall
University of Kentucky
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact & Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Secondary Project Contact:
Kenton L. Sena, Ph.D
859-444-1723 (phone)
Kenton.sena@uky.edu (email)

Project Site Location & Property Owner:
Countywide
University of Kentucky

Project Team:
Lee Moser, M.S., Extension Associate Senior in the UK Martin-Gatton College of Agriculture, Food, and Environment
859-218-4327 (phone)
lee.moser@uky.edu (email)

The project team will also include two (2) undergraduate student research assistants.

PROJECT PLAN ELEMENTS

The purpose of the project is to communicate project results to relevant community members and stakeholders, particularly members of the stormwater management community. The University of Kentucky Research Foundation anticipates a multi-modal approach to communicating results.

The general project elements include:

Part 1: Evaluate Urban Forests as Stormwater Management – The proposed study will evaluate the effectiveness of reforestation through evaluating the potential stormwater volume displaced by tree biomass in reforested stormwater basin. The study will also evaluate whether planting trees in basins increases management/maintenance costs and whether planting trees in basins or mowed grasslands increases infiltration rates or soil water storage capacity. Field work will be performed to evaluate the study questions. The proposed project intends to evaluate the effectiveness of reforestation as stormwater management and to evaluate the timescales (1 year since planting vs. 25 years since planting).

A. **Biomass volume**: Volume of planted trees will be assessed. Tree volume will be summed across the basin. Future volume of planted trees will be estimated, assuming a typical stocking density and size.

B. **Maintenance/management costs**: Planted trees and their leaf litter may increase maintenance especially in autumn during leaf fall. Maintenance costs for study basins will be estimated in collaboration with basin managers.

C. **Infiltration**: Infiltration rates will be evaluated in mowed and reforested basins and Reforest the Bluegrass sites, using a MiniDIsk infiltrometer. Infiltration assessments will be conducted at three random and representative locations per site at least three times throughout the study.

D. **Water table**: A groundwater well will be installed near the outlet of each basin, equipped with a pressure transducer and datalogger to record water height every 15 minutes. These data will be analyzed to evaluate whether the timing and dewaterering differs between reforested and mowed basins. Soil samples will be collected from Reforest the Bluegrass sites and adjacent mowed areas to evaluate water storage capacity.

Part 2: Education and Outreach – The key goal of our proposed project is to communicate project results to relevant community members and stakeholders, particularly members of the stormwater management community. We anticipate a multi-modal approach to communicating results, including the following:

A. **Infographics:** Infographics convey data concisely, in a highly accessible and shareable format. We will create infographics to share the results of our stormwater basin and Reforest the Bluegrass assessments with members of the public. We anticipate that these infographics, paired with more detailed text, will be useful features in both web- and text-based communications such as webpages, social media, and brochures, and we will share the infographics widely with project partners including LFUCG Urban Forestry.

B. **Extension Publication:** The University of Kentucky Extension has existing extension publications regarding low-impact development; we will develop an additional extension publication reporting project results, adding to the body of knowledge. This publication will target professionals, such as managers involved in decision-making and design for stormwater management.

C. **Field Days:** UKRF will host at least one field day at project sites to share project results with stormwater managers and other relevant professionals.

D. **Conference Presentations:** UKRF will present project results at relevant meetings such as the Kentucky Water Research Institute symposium, the annual Kentucky Stormwater Association meeting, and the LFUCG Stormwater Stakeholders Advisory Committee meeting.

E. **Tabling at Reforest the Bluegrass:** UKRF will have a table at the April 2025 Reforest the Bluegrass planting event to share the benefits of planting trees in our city, including benefits for stormwater management.

F. **Public Engagement Days:** UKRF will host at least one public engagement day at a project site. Participants will learn about the benefits of urban reforestation for stormwater management and other management objectives and will help clean up the project site by removing invasive species and picking up trash.

TARGET AUDIENCE

The target audience for this project seeks to reach both stormwater management professionals and community members. UKRF will engage stormwater management professionals through extension publications, field days, and conference presentations, and will engage members of the community more broadly through infographics, tabling at events, and public engagement days. The results of the proposed project will clarify the effects of planting trees on stormwater management in our area. This information is critical for informed stormwater management moving forward. Furthermore, urban reforestation as a stormwater management strategy requires significant public support and engagement; engaging the public in conversations about the effectiveness of tree planting for stormwater management will thus also be critical.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement:*** The project will install monitoring equipment in project sites, which can be easily and inexpensively monitored by undergraduate student assistants. Furthermore, Sena and Moser will be willing and able to host additional field days for stormwater management professionals and community members, as there is interest.

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PROJECT SUCCESS MEASURES

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2. Presentations given, including conferences and other meetings.
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5. Data to reflect use and/or knowledge gains, including survey instruments (online and in-person), social media metrics, website visits and downloads, etc.

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2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and / or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL GRANT STIPULATIONS

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

1. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of activities.

2. Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging *(i.e.* brochures, bookmarks, cards and so forth).

3. Applicant shall provide a rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.

4. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.1% cost share offered in the application (approximately $6,954.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval Grant Award Agreement and Notice to Proceed (NTP)	anticipated February 2025
Identify project basins (5 treed/5 mowed) and secure access permissions	Within two months of NTP
Install groundwater wells and monitoring instruments in project basins	Spring 2025
Table at Reforest the Bluegrass	April 2025
Monitor project basins	Continuous after the well installation and instrumentation; Spring 2025 through the end of the project
Assess infiltration and soil water storage in Reforest the Bluegrass sites	May 2025 - June 2025
Plan and Advertise for Field Day and Public Engagement Day	June 2025
Field Day and Public Engagement Day	June 2025 - July 2025
Present at Kentucky Storm.water Association Meeting	July 2025
Draft Communications Materials: Infographic, Extension Publication, etc.	August 2025 - December 2025
Provide Project Final Report to LFUCG	March 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

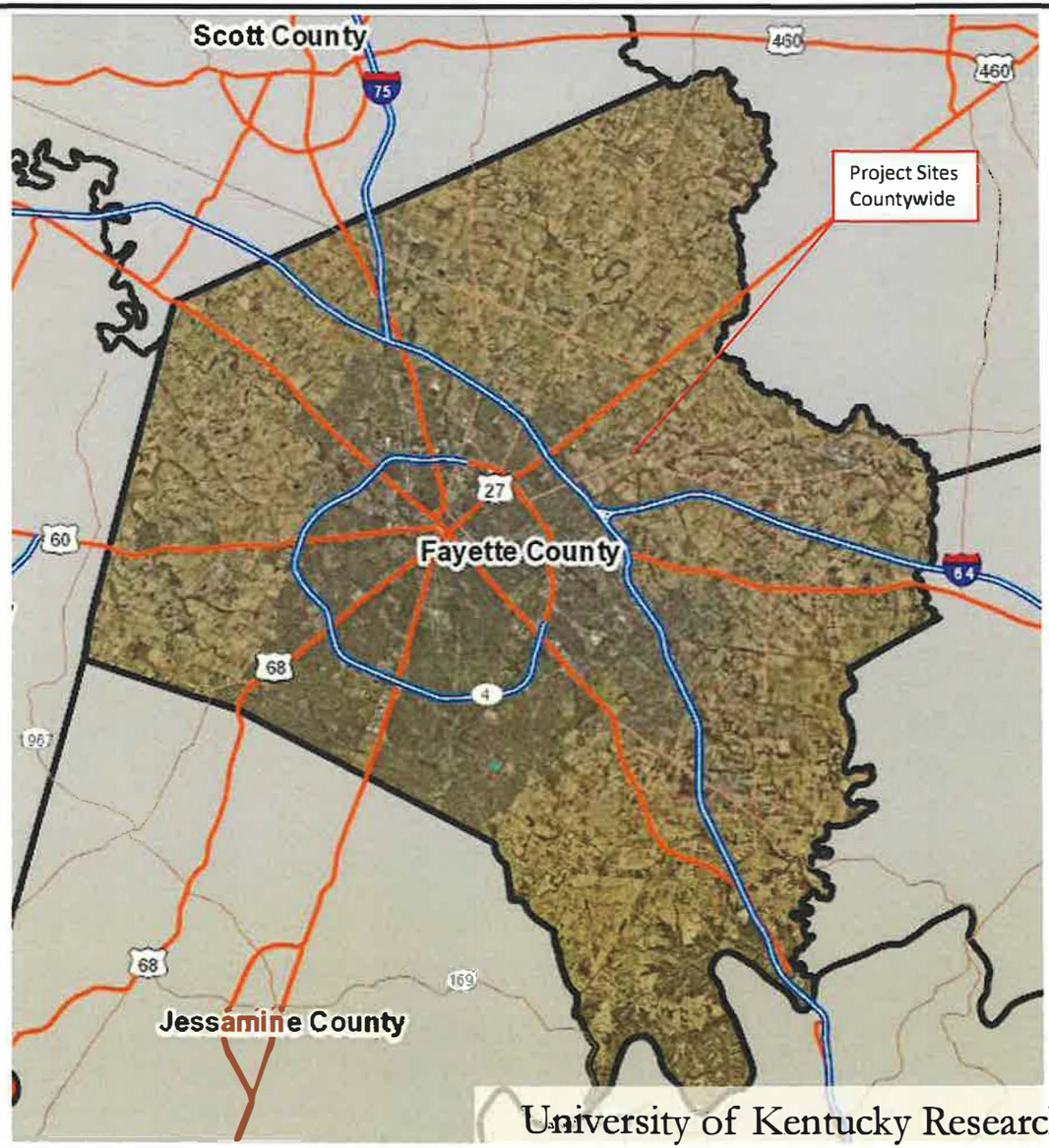
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Personnel	Kenton Sena, Principal Investigator	Project manager hours estimated as 5.56% annual effort during summer charged to sponsor, which equates to approximately 86.67 hours. The hourly rate includes fringe benefits. Please note that health insurance is not charged for summer effort.	$ 50.37	per hour	86.68		$ 4,366.00	$ 4,366.00
2	Personnel	Kenton Sena, Principal Investigator	Project manager hours estimated as 2% annual effort during academic year charged as cost share, which equates to approximately 31.20 hours. The hourly rate includes fringe benefits and health insurance pro-rated based on the effort.	$ 61.46	per hour	31.2	$ 1,918.00	$ -	$ 1,918.00
3	Personnel	Moser	Personnel hours estimated as 5% of annual salary, which equates to approximately 104 hours.	$ 39.11	per hour	104	$ -	$ 4,068.00	$ 4,068.00
4	Personnel	Undergraduate research assistant, TBN	Personnel hours at standard student rate	$ 16.245	per	400	$ -	$ 6,498.00	$ 6,498.00
5	Personnel	Undergraduate research assistant, TBN	Personnel hours at standard student rate	$ 16.245	per	310	$ 5,036.00	$ -	$ 5,036.00
6	Travel	Sena, Moser	Estimate includes registration, mileage, and lodging	$ 1,500.00	per trip	1	$ -	$ 1,500.00	$ 1,500.00
7	Supplies	Sena, Moser, Undergraduate student(s)	Groundwater wells	$ 50.00	each	10	$ -	$ 500.00	$ 500.00
8	Supplies	Sena, Moser, Undergraduate student(s)	Filter packing material	$ 25.00	per bag	10	$ -	$ 250.00	$ 250.00
9	Supplies	Sena, Moser, Undergraduate student(s)	Locking well caps	$ 40.00	each	10	$ -	$ 400.00	$ 400.00
10	Supplies	Sena, Moser, Undergraduate student(s)	Water level loggers for tracking water depth in wells	$ 550.00	each	10	$ -	$ 5,500.00	$ 5,500.00
11	Supplies	Sena, Moser, Undergraduate student(s)	Barometric pressure logger for calibrating water level loggers	$ 500.00	each	1	$ -	$ 500.00	$ 500.00
12	Supplies	Sena, Moser, Undergraduate student(s)	Assembly for downloading data from loggers	$ 1,000.00	each	1	$ -	$ 1,000.00	$ 1,000.00
13	Supplies	Sena, Moser, Undergraduate student(s)	MiniDisk Infiltrometer	$ 500.00	each	2	$ -	$ 1,000.00	$ 1,000.00
14				20%	Direct Costs		$ -	$ 5,116.00	$ 5,116.00
15									$ -
16					TOTAL PROJECT BUDGET:		$ 6,954.00	$ 30,698.00	$ 37,652.00
17							ORGANIZATION	GRANT	
18			MATCH % AFTER FIRST $3,000 =		20.00%	OK	$HARE	SHARE	

Stormwater Quality Projects Incentive Grant Program



University of Kentucky Research Foundation

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0017-25

File ID:	0017-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	12/31/2024
File Name:	Final Balancing Change Order TB Thickening Design			**Final Action:**	01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (Final) to the Engineering Services Agreement with GRW Engineers, Inc., for Town Branch Thickening Process Design, for the Div. of Water Quality, decreasing the Contract by the sum of $57,080, from $261,140 to $204,060. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 01/23/2025

Attachments: Blue Sheet Memo, Change Order Contract, RESO 0017-25- change order 1 town branch thickening 4910-5922-8176 v.1.docx, R-019-2025

Enactment Number: R-019-2025

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0017-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (Final) to the Engineering Services Agreement with GRW Engineers, Inc., for Town Branch Thickening Process Design, for the Div. of Water Quality, decreasing the Contract by the sum of $57,080, from $261,140 to $204,060. [Div. of Water Quality, Martin]

Summary

Authorization to approve the Final Balancing Change Order to the Agreement with GRW Engineers for the Town Branch Thickening Process Design. This is a decrease of $57,080.00 to the Contract. The revised Contract amount will be $204,060.00. (L0017-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan Thompson 12/6/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: $-57,080.00

Annual Impact: $

Project: TBWWTP_RMP/CONSENT DECREE

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 18, 2024

SUBJECT: Final Balancing Change Order - Town Branch Thickening Process Design (Contract 696-2017)

Request

The Division of Water Quality is requesting approval of a Final Balancing Change Order to the agreement with GRW Engineers for the Town Branch Thickening Process Design.

Purpose of Request

This is the Final Balancing Change Order to account for money not used by GRW for design/construction management services during the Town Branch Thickening Process Design. The original scope included an alternative that was deemed not necessary after the Preliminary Engineering Report was presented.

Project Cost in FY24 Budget and Future Budget Years

FY24 - Approval of this change order results in a decrease of $57,080.00 to the contract (-21.86%). The revised contract amount including this change order will be $204,060.00 representing a 21.86% decrease from the original contract amount.

Future Budget Impact – This change order will not have an impact on future budget years.

Are Funds Budgeted

Funds are Budgeted: 4003 303401 3401 92711 TBWWTP_RMP/CONSENT_DE

Martin/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	July 3, 2024
Project:	Town Branch Thickening process Design
Location:	Town Branch WWTP
Contract No.	696-2017
Original Contract Amt.	$261,140.00
Cumulative Amount of Previous Change Orders	$0.00
Percent Change - Previous Change Orders	0.00%
Total Contract Amount Prior to this Change Order	$261,140.00
Change Order No.	**Final Balancing**

To (Contractor):
GRW
801 Corporate Drive, Suite #4
Lexington, KY 40503

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Deletion of the design for an alternative deemed not necessary after the Preliminary Engineering Report was presented.	$57,080.00	
	Total decrease	$57,080.00	
	Total increase		$0.00
	Net Amount of this Change Order	($57,080.00)	
	New Contract Amount Including this Change Order	$204,060.00	
	Percent Change - This Change Order		-21.86%
	Percent Change - All Change Orders		-21.86%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Tiffany Bye	(Project Manager)	Date	7/8/24
Reviewed / Accepted by: Matthew Jacobs	(Consultant)	Date	11/18/24
Accepted by:	(Contractor)	Date	
Approved by: Chuck Ant	(Director)	Date	11-25-24
Approved by: N/A (Less than 5%)	(Director Purchasing)		
Approved by: N/A (Less than 5%) Nancy Albright	(Commissioner)	Date	11/26/24
Approved by: N/A (Less than 10%)	(Mayor or CAO)	Date	

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch Thickening Process Design
	696-2017
	CHANGE ORDER #: Final Balancing

1. Deletion of the design for an alternative deemed not necessary after the Preliminary Engineering Report was presented.

2. .

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ Mayor

_____ Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 (FINAL) TO THE ENGINEERING SERVICES AGREEMENT WITH GRW ENGINEERS, INC., FOR TOWN BRANCH THICKENING PROCESS DESIGN, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $57,080.00, FROM $261,140.00 TO $204,060.00.

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 Change Order No. 1 (final), which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement with GRW Engineers, Inc., for Town Branch Thickening Process Design, for the Division of Water Quality, decreasing the contract price by the sum of $57,080.00, from $261,140.00 to $204,060.00.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0017-25:EPT:4910-5922-8176, v. 1

RESOLUTION NO. 019 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 (FINAL) TO THE ENGINEERING SERVICES AGREEMENT WITH GRW ENGINEERS, INC., FOR TOWN BRANCH THICKENING PROCESS DESIGN, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $57,080.00, FROM $261,140.00 TO $204,060.00.

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 Change Order No. 1 (final), which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement with GRW Engineers, Inc., for Town Branch Thickening Process Design, for the Division of Water Quality, decreasing the contract price by the sum of $57,080.00, from $261,140.00 to $204,060.00.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0017-25:EPT:4910-5922-8176, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0018-25

File ID:	0018-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	12/31/2024
File Name:	Change Order Incentive Grant Contract #053-2022			**Final Action:**	01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with University of Ky. Research Foundation (UKRF), for a Stormwater Quality Project, for the Div. of Water Quality, decreasing the Contract by the sum of $4,212.69, from $34,997.00 to $30,784.31. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. REturned to Denice 1/29/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Sheet Memo, Change Order Contract #053-2022, FY 2022 UKRF - Council Map, RESO 0018-25- Change order 1 to Stormwater Quality Grant with UKRF 4906-5854-1584 v.1.docx, R-020-2025	**Enactment Number:**	R-020-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0018-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with University of Ky. Research Foundation (UKRF), for a Stormwater Quality Project, for the Div. of Water Quality, decreasing the Contract by the sum of $4,212.69, from $34,997.00 to $30,784.31.

[Div. of Water Quality, Martin]

Summary

Authorization to approve a decreasing Change Order of $4,212.69 to the Stormwater Quality Projects Incentive Grant Program with the University of Kentucky Research Foundation, Contract #053-2022. The final Grant award totaled $30,784.31. (L0018-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $-4212.69

Annual Impact: $

Project: WQINCENTIVE_22

Activity: WQ_GRANT

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 4, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #053-2022

Request

Requesting approval of a decreasing change order of $4,212.69 to the Stormwater Quality Projects Incentive Grant Program with The University of Kentucky Research Foundation, Contract #053-2022.

Purpose of Request

The original grant award to The University of Kentucky Research Foundation, was for $34,997.00 however, the grant-funded project came in under budget. The final grant award totaled $30,784.31.

The $4,212.69 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY25.

Project Cost in FY25 and in Future Budget Years

The decreasing change order savings of $4,212.69 will be returned to fund 4052 for FY25 grant awards. These grant funds will be moved to FY25 when that budget is created.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_22 – WQ_GRANT
However, once the change order is approved, there will be a budget amendment to move the funds into:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Albright/Martin

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

Date:	November 20, 2024
Project:	University of Kentucky Research Foundation (UKRF)
Location:	
Contract No.	053-2022
Original Contract Amt.	$34,997.00
Cumulative Amount of Previous Change Orders	$0.00
Percent Change - Previous Change Orders	0.00%
Total Contract Amount Prior to this Change Order	$34,997.00
Change Order No.	1

To (Contractor):
University of Kentucky Research Foundation
500 South Limestone, 109 Kinkead
Lexington, KY 40506-0032

You are hereby requested to comply with the following changes from the contract plans and specification:

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Stormwater Quality Projects Incentive Grant completed under budget	$4,212.69		
2				
3				
4				
5				
6				
	Total decrease	$4,212.69		
	Total increase		$0.00	
	Net Amount of this Change Order	($4,212.69)		
	New Contract Amount Including this Change Order	$30,784.31		
	Percent Change - This Change Order			-12.04%
	Percent Change - All Change Orders			-12.04%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Frankie L. Mills	(Project Manager)	Date 12/3/2024
Reviewed / Accepted by: Digitally signed by Kim C Carter Date: 2024.12.03 12:28:57 -05'00'	(Consultant)	Date
Accepted by:	(Contractor)	Date
Approved by:	(Director)	Date 12/4/24
Approved by: N/A (Less than 5%) Nancy Albright	(Commissioner)	Date 12/5/24
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: University of Kentucky Research Foundation (UKRF) FY22 Class B Infrastructure Stormwater Quality Project Incentive Grant
	CONTRACT NO. 053-2022
	CHANGE ORDER #: 1

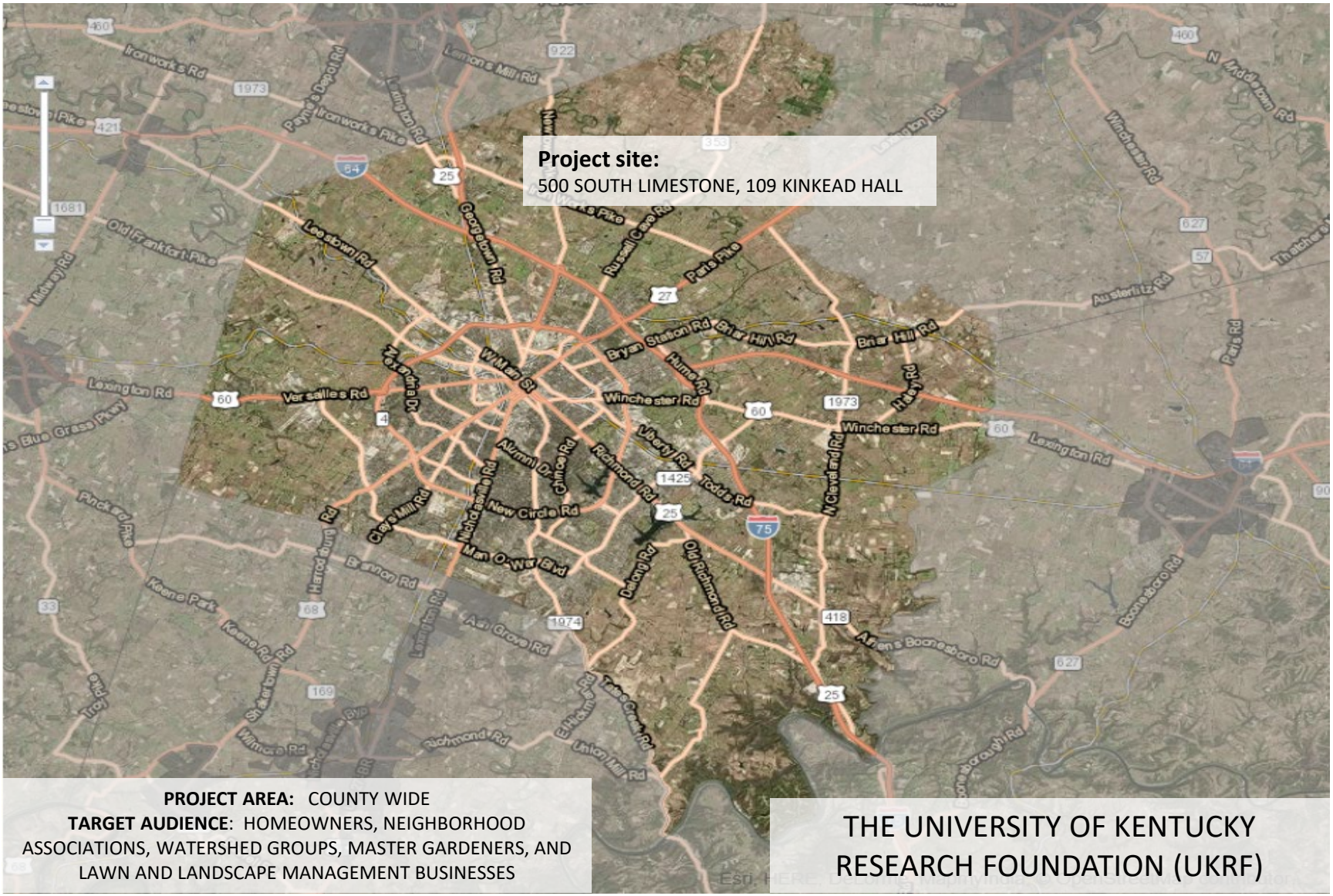
1. Stormwater Quality Projects Incentive Grant completed under budget

2. Is proposed change an alternate bid? ___Yes ___No
3. Will proposed change alter the physical size of the project? ___Yes ___No
   If "Yes", explain.
4. Effect of this change on other prime contractors:
5. Has consent of surety been obtained? ___Yes ___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___No
   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs:
8. Effect on contract completion date:

_____ Mayor

_____ Date

Stormwater Quality Projects Incentive Grant Program



PROJECT AREA: COUNTY WIDE
TARGET AUDIENCE: HOMEOWNERS, NEIGHBORHOOD ASSOCIATIONS, WATERSHED GROUPS, MASTER GARDENERS, AND LAWN AND LANDSCAPE MANAGEMENT BUSINESSES

THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF)

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR A STORMWATER QUALITY PROJECT, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $4,212.69, FROM $34,997.00 TO $30,784.31.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with University of Kentucky Research Foundation (UKRF), for a Stormwater Quality Project, for the Division of Water Quality, decreasing the contract price by the sum of $4,212.69, from $34,997.00 to $30,784.31.

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
0018-25:EPT:4906-5854-1584, v. 1

RESOLUTION NO. 020 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR A STORMWATER QUALITY PROJECT, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $4,212.69, FROM $34,997.00 TO $30,784.31.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with University of Kentucky Research Foundation (UKRF), for a Stormwater Quality Project, for the Division of Water Quality, decreasing the contract price by the sum of $4,212.69, from $34,997.00 to $30,784.31.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0018-25:EPT:4906-5854-1584, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0019-25

File ID:	0019-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	125-2023	**In Control:**	Urban County Council
				File Created:	12/31/2024
File Name:	Change Order Living Arts & Science Contract#125-2023			**Final Action:**	01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Project, for the Div. of Water Quality, decreasing the Contract by the sum of $5,626.76, from $35,296.00 to $29,669.24. [Div. of Water Quality, Martin]

Notes: In the office 1/28/2025. MS

Stamped and filed in the CCO. Returned to Denice via scans 1/28/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Blue Sheet Memo, FY 2023 LASC (Class BE) - Council Map, Change Order Contract, RESO 0019-25- Change order 1 stormwater quality grant with Living Arts and Sciences Center, Inc. 4927-2646-4016 v.1.docx, R-021-2025, Contract #125-2023	**Enactment Number:**	R-021-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0019-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Living Arts and Science

Center, Inc., for a Stormwater Quality Project, for the Div. of Water Quality, decreasing the Contract by the sum of $5,626.76, from $35,296.00 to $29,669.24. [Div. of Water Quality, Martin]

Summary

Authorization to approve a decreasing Change Order of $5,626.76 to the Stormwater Quality Projects Incentive Grant Program with Living Arts and Science Center, Inc., Contract #125-2023. The final Grant award totaled $29,669.24. (L0019-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan P. Thompson 12/20/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number:4052-303204-3370-78112

This Fiscal Year Impact: $-5626.76

Annual Impact: $

Project: WQINCENTIVE_23

Activity: WQ_GRANT

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 9, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #125-2023

Request

Requesting approval of a decreasing change order of $5,626.76 to the Stormwater Quality Projects Incentive Grant Program with Living Arts and Science Center, Inc., Contract #125-2023.

Purpose of Request

The original grant award to Living Arts and Science Center, Inc., was for $35,296.00 however, the grant-funded project came in under budget. The final grant award totaled $29,669.24.

The $5,626.76 from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY25.

Project Cost in FY25 and in Future Budget Years

The decreasing change order savings of $5,626.76 will be returned to fund 4052 for FY25 grant awards. These grant funds will be moved to FY25 when that budget is created.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_23 – WQ_GRANT
However, once the change order is approved, there will be a budget amendment to move the funds into:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Albright/Martin

Stormwater Quality Projects Incentive Grant Program



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

Date:	October 23, 2024	
Project:	Living Arts & Scene Center, Inc.	
Location:		
Contract No.	125-2023	
Original Contract Amt.	$35,296.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$35,296.00	
Change Order No.	1	

To (Contractor):
Living Arts & Scene Center, Inc.
362 N. Martin Luther King Blvd
Lexington, KY 40508

You are hereby requested to comply with the following changes from the contract plans and specification:

Current Change Order

Item No	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Stormwater Quality Projects Incentive Grant completed under budget.	$5,626.76		
2				
3				
4				
5				
6				
	Total decrease	$5,626.76		
	Total increase		$0.00	
	Net Amount of this Change Order	($5,626.76)		
	New Contract Amount Including this Change Order	$29,669.24		
	Percent Change - This Change Order			-15.94%
	Percent Change - All Change Orders			-15.94%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Frank H. Martin	(Project Manager)	Date 12/9/2024
Reviewed / Accepted by: Ferm MPR	(Consultant)	Date Dec 9 2024
Accepted by: Robert Hall	(Contractor)	Date
Approved by:	(Director)	Date 12-9-24
Approved by: N/A (Less than 5%) Nancy Albright	(Commissioner)	Date 12/20/24
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Living Arts & Science Center, Inc. FY22 Class B Education Stormwater Quality Project Incentive Grant
	CONTRACT NO. 125-2023
	CHANGE ORDER #: 1

1.

2. Is proposed change an alternate bid? ___Yes ___No

3. Will proposed change alter the physical size of the project? ___Yes ___No

   If "Yes", explain.

4. Effect of this change on other prime contractors:

5. Has consent of surety been obtained? ___Yes ___Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes ___No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs:

8. Effect on contract completion date:

_____ Mayor

_____ Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH LIVING ARTS AND SCIENCE CENTER, INC., FOR A STORMWATER QUALITY PROJECT, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $5,626.76, FROM $35,296.00 TO $29,669.24.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Project, for the Division of Water Quality, decreasing the contract price by the sum of $5,626.76, from $35,296.00 to $29,669.24.

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
0019-25:EPT:4927-2646-4016, v. 1

RESOLUTION NO. 021 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH LIVING ARTS AND SCIENCE CENTER, INC., FOR A STORMWATER QUALITY PROJECT, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE SUM OF $5,626.76, FROM $35,296.00 TO $29,669.24.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Project, for the Division of Water Quality, decreasing the contract price by the sum of $5,626.76, from $35,296.00 to $29,669.24.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0019-25:EPT:4927-2646-4016, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

Date:	October 23, 2024
Project:	Living Arts & Sciena Center, Inc.
Location:	
Contract No.	125-2023
Original Contract Amt.	$35,296.00
Cumulative Amount of Previous Change Orders	$0.00
Percent Change - Previous Change Orders	0.00%
Total Contract Amount Prior to this Change Order	$35,296.00
Change Order No.	1

To (Contractor):
Living Arts & Sciena Center, Inc.
362 N. Martin Luther King Blvd.
Lexington, KY 40508

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Stormwater Quality Projects Incentive Grant completed under budget.	$5,626.76	
2			
3			
4			
5			
6			
	Total decrease	$5,626.76	
	Total Increase		$0.00
	Net Amount of this Change Order	($5,626.76)	
	New Contract Amount Including this Change Order	$29,669.24	
	Percent Change - This Change Order		-15.94%
	Percent Change - All Change Orders		-15.94%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Frank Thomas	(Project Manager)	Date 12/9/2024
Reviewed / Accepted by: Jenna R	(Consultant)	Date Dec 11 2024
Accepted by:	(Contractor)	Date
Approved by: Robert Hunt	(Director)	Date 12-9-24
Approved by: N/A (Less than 5%)	(Commissioner)	Date
Approved by: N/A (Less than 5%) Linda Gorton	(Mayor or CAO)	Date 1/28/25

R-021-2025
Original R-221-2023
Contract #125-2023

JUSTIFICATION FOR CHANGE	PROJECT: Living Arts & Science Center, Inc. FY22 Class B Education Stormwater Quality Project Incentive Grant
	CONTRACT NO. 125-2023
	CHANGE ORDER #: 1

1.

2. Is proposed change an alternate bid? ___Yes ___No

3. Will proposed change alter the physical size of the project? ___Yes __No

   If "Yes", explain.

4. Effect of this change on other prime contractors:

5. Has consent of surety been obtained? ___Yes __Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs:

8. Effect on contract completion date:

Linda Gorton
Mayor

1/28/25
Date

Stormwater Quality Projects Incentive Grant Program



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0020-25

File ID:	0020-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	003-2025	**In Control:**	Urban County Council
				File Created:	12/31/2024
File Name:	Lex Grow Trees Round 2 Grant Agreements			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Grant Award Agreements related to Grants awarded under the Lex Grow Trees Grant Program with Andover Forest Homeowners Association, Inc. ($100,000.00); Beaver Creek Hydrology ($80,000.00); Crawford Middle School PTSA ($9,855.78); Headley Green Homeowners Association, Inc. ($25,052.00); Trees Lexington!, Inc. ($91,943.50); and the University of Ky. Research Foundation (Arboretum) ($86,134.00) for the Div. of Environmental Services, at a cost not to exceed the sum stated. [Div. of Environmental Services, Carey]

Notes: In office 1/9/2025. MS

Stamped and filed in the CCO. Returned to Jennifer Carey 1/24/2025. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	bluesheet memo Lex Grow Trees Grant Agreements Round 2, Grant Agreement (Lex Grow Trees) Crawford PTSA w exhibits, Grant Agreement (Lex Grow Trees) Headley Green HOA w exhibits, Grant Agreement (Lex Grow Trees) Trees Lexington w exhibits, Grant Agreement (Lex Grow Trees) UKRF Arboretum w exhibits, Grant Agreement (Lex Grow Trees) ANA w exhibits signed, Grant Agreement (Lex Grow Trees) Beaver Creek Hydrology w exhibits, RESO 0020-25 Lex Grow Trees Round 2 4915-5544-1165 v.1.docx, R-022-2025, Contract #003-2025 - Trees Lexington, Contract #003-2025 -Headley Green Homeowners Association,Inc., Contract #003-2025 - UK Research Foundation, Contract #003-2025 Beaver Creek Hydrology, Contract #003-2025 -Crawford Middle School PTSA, Contract #003-2025 Andover Neighborhood Association	**Enactment Number:**	R-022-2025
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	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0020-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Grant Award Agreements related to Grants awarded under the Lex Grow Trees Grant Program with Andover Forest Homeowners Association, Inc. ($100,000.00); Beaver Creek Hydrology ($80,000.00); Crawford Middle School PTSA ($9,855.78); Headley Green Homeowners Association, Inc. ($25,052.00); Trees Lexington!, Inc. ($91,943.50); and the University of Ky. Research Foundation (Arboretum) ($86,134.00) for the Div. of Environmental Services, at a cost not to exceed the sum stated. [Div. of Environmental Services, Carey]

Summary

Authorization to execute Grant Agreements totaling $392,985.28 with the six (6) applicants, Andover Neighborhood Association, Beaver Creek Hydrology, Crawford Middle School PTSA, Headley Green Homeowners Association, Inc. Trees Lexington!, Inc. and the University of Kentucky Research Foundation (Arboretum), selected by the Tree Canopy Ad Hoc Committee to receive Lex Grow Trees Grants. Funds are Budgeted. (L0020-25) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Chris Eller, 12/31/24}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number: 1105-313201-3703-78112

This Fiscal Year Impact: $392,985.28

Annual Impact:

Project: TREECANOPY_2022

Activity: LAND_IMPRO

Budget Reference: 2022

Current Balance: $477,423.13

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

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

DATE: December 31, 2024

SUBJECT: Grant Agreements with Round 2 Lex Grow Trees Grant Recipients

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Request

The purpose of this memorandum is to request Council authorization for the Mayor to execute Grant Agreements with the six (6) applicants selected by the Tree Canopy Ad Hoc Committee to receive Lex Grow Trees Grants during the second round of grant funding.

Why are you requesting?

The Tree Canopy Ad Hoc Committee allocated up to $392,985.28 of the $1.5M approved by Council to improve and support Lexington's Tree Canopy, to be awarded to local non-profit groups, for profit entities, and active neighborhood and homeowners associations who applied and were selected to receive Lex Grow Trees Grants. The following organizations were selected to receive a grant for the amount shown, and the organization has executed their grant agreement:

- Andover Neighborhood Association - $100,000.00
- Beaver Creek Hydrology - $80,000.00
- Crawford Middle School PTSA - $9,855.78
- Headley Green Homeowners Association, Inc. - $25,052.00
- Trees Lexington!, Inc. - $91,943.50
- The University of Kentucky Research Foundation (Arboretum) - $86,134.00

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

The cost in FY25 is $392,985.28.

Are funds budgeted?
Yes, funds are budgeted in 1105-313201-3703-78112 2022 TREECANOPY_2022 LAND_IMPRO.

File Number: 0020-25

Director / Commissioner: Carey / Albright

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Crawford Middle School PTSA, Inc.** (Hereinafter "Organization"), with the mailing address of 1813 Charleston Drive, Lexington, Kentucky 40505.

W I T N E S S E T H:

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 $9,855.78 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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

Crawford Middle School PTSA
Organization Name (Printed)

BY: _____
Signature

PTSA President
Title

WITNESS SIGNATURE

Scott McConnell

WITNESS PRINTED NAME

1/2/25

DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	November 27, 2024 11:43 pm
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	217.180.201.93
Unique ID:	1291758029

Lex Grow Trees Grant Application

Organization information

Name of organization	Crawford Middle School PTSA
Street address and zip code	1813 Charleston Drive 40505
Email	crawfordPTSA@gmail.com
Phone	4154076757

Contact information

Contact person name	Elizabeth Link
Contact person title	PTSA President
Contact person phone number	(415) 407-6757
Contact person email address	missinglinkster@yahoo.com

Project information

Upload a PDF packet with the project narrative, scope of work and community objectives, or entirety of application (including budget, photos, map and letters of support).	https://drive.google.com/uc?id=1rkJFVOZVeowIK1dzjmz5Vl-e1Okw4LFF&export=download&display=/1291758029CrawfordMiddleSchoolPTSA_156059812_crawford_ptsa_grant_application__lex_grow_trees_11.27.24.pdf
Project start date	Mar 01, 2025
List milestone dates	When the trees are planted - April 2025
Expected completion date	Mar 01, 2027
Upload a document with the project budget and explanation, if not uploaded previously.	https://drive.google.com/uc?id=17xxC0VADExCo1TZpFqN0r2YmGUZ-gyJi&export=download&display=/1291758029CrawfordMiddleSchoolPTSA_156060575_crawford_ptsa__budget__lex_grow_trees_grant_11.27.24.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	Crawford Middle School 1813 Charleston Drive Lexington, KY 40505 Council District 6

Supplemental material

Combine and upload a minimum of three color photographs of the project area, if not uploaded previously.	https://drive.google.com/uc?id=1z7zJzJMA0BcoaMrxjvDZBtywVcZjLeYt&export=download&display=/1291758029CrawfordMiddleSchoolPTSA_1560600675_crawford_middle_school_photos__grant_application.pdf
Upload a map of the proposed project location, if not uploaded previously (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=19_vGpQb1HHY0U457VB8Zx1GcoAA_JZYj&export=download&display=/1291758029CrawfordMiddleSchoolPTSA_156060679_crawford__tree_canopy_map_1.jpg
Combine and upload any other supporting documents or letters of support, if not uploaded previously.	https://drive.google.com/uc?id=1XGB3OWq9eu-LyC8igEBHsfCJf2nNG-YE&export=download&display=/1291758029CrawfordMiddleSchoolPTSA_156060885_crawford_ptsa_supplemental_documents__grant_application.pdf

LEX GROW TREES

GRANT APPLICATION

CRAWFORD MIDDLE SCHOOL PTSA

November 27, 2024

I. Crawford Tree Planting Project Description

The Crawford Middle School PTSA (Parent, Teacher and Student Association) is a federally recognized 501(c)(3) non-profit organization which works on projects, events and other activities for the students and teachers and to benefit the school as a whole.

Crawford Middle School is located at 1813 Charleston Drive, in City Council District 6, not one of the targeted Districts for this grant. However, Crawford's school grounds are very sparse with trees and the student population at Crawford includes 60% disadvantaged students. Crawford is also very close to the I-75 freeway which produces noise and air pollution. As a result, the PTSA believes that our grant application is within the spirit of the Grant's objectives to improve the tree canopy, increase community buy-in, educate about the benefits of trees, and increase the equity access to a beneficial tree canopy. With all of this in mind, the Crawford PTSA respectfully requests funding for their Tree Planting Project.

A. Our Work Has Already Started

Last school year, the PTSA created and worked on the Crawford Middle School Beautification Project. Unfortunately, Crawford is a bleak-looking school with very few redeeming qualities. Parents have routinely said that the school "looks like a prison." The lack of trees around the school is a big part of this problem. So, the PTSA decided to do something about it! Our Beautification Project focuses on the planting of trees around the school along with other plants and shrubs. (Please note that we are only asking for funding to plant and maintain trees on the Crawford grounds.)

Our first step was to work with a licensed landscape architect to develop a comprehensive landscape plan. The landscape architect met with members of the PTSA, reviewed the school district's approved plant/tree list, and conducted a site visit. He then created our landscape plan. A copy of this landscape plan is included with this grant application.

The next step was to get the landscape plan approved by the school district. We submitted the plan and met with the director of the school district grounds supervisor over this past summer. The landscape plan has been approved by the school district, as

long as we hire an underground utility line locating company to map out where the electric and water lines are. The grounds supervisor prepared a marked-up map of the landscape plan, showing approximately where the underground lines are located. We have been instructed to call 811 first and then hire a company like Blood Hound to perform a more thorough job of mapping and marking where these utility lines are. The marked-up landscape plan and a rough work estimate from Blood Hound are included with this application.

Because we were excited to get started with our tree planting, we partnered with Trees Lexington this past September. They agreed to partner with us throughout the entire tree planting project. The PTSA then purchased five trees from Trees Lexington, and they helped us plant these trees on October 9th, farther away from the utility lines and the school building (near a picnic bench area) and with the approval of the school district's grounds supervisor. After the tree plantings, the PTSA members and students have been watering these trees twice a week. We are very committed to this tree planting project, and we intend to take good care of the new trees if we are awarded grant funding.

B. Our Grant Request

Our grant request is for 30 (3-gallon) trees, funding to cover the underground utility line locator company's fees, company costs to auger/dig holes before the Community Tree Planting Day, Trees Lexington's fees to organize and manage that day, tree diapers, tree watering supplies, mulching tools and workshop fees for the students, teachers and parent volunteers. Please see our budget summary below and our detailed budget which is included with this application.

C. Our Motivated Volunteers

We have very motivated parents, teachers and students to work on this project. Crawford's after school program has a gardening club and they have agreed to help us too. In addition, Trees Lexington has offered to have some of their volunteers to help on the community planting day. After the trees are planted, the PTSA will schedule tree-watering shifts for volunteers throughout the 24-month duration of this project, including during the summers. We will also have volunteers to help mulch the trees in the spring and fall of each year.

D. Our Partners

The PTSA's partners for this Tree Planting Project are Trees Lexington and the Crawford Middle School administration. Please see the Letters of Support from Crawford's Principal, Dr. Trimble, and Trees Lexington's Director of Programs, Tyson Gregory, which are included with this application.

E. Our Tree Education Plans

We would also like to educate our school community about the benefits of trees and why we are planting so many trees at Crawford. Offering workshops for students will encourage the next generation to appreciate and take care of trees. Trees Lexington will help us locate an organization to present these workshops. Finally, we will hire Trees Lexington to present a Tree Maintenance workshop to our volunteers in the second year of the project.

II. Project Dates and Schedule

Our starting date for these new trees will be in the spring of 2025, after we receive the funding. We will first call out the 811 service and then have Blood Hound come out for two days of mapping where the utility lines are. We will then consult with the school district's grounds supervisor and adjust the location of the trees accordingly. Next we will consult with Trees Lexington about which trees to purchase and place our order with them to take advantage of their bulk pricing. We will also order tree diapers through them. Trees Lexington will arrange for the auger company to dig holes before our Community Tree Planting day.

After the trees are planted, we will shift our focus to taking care of the trees. This includes watering them twice a week, using tree diapers, mulching in the spring and fall seasons and pruning the trees in year two, as needed.

The 24-month project will end in the spring of 2027, with hopefully very healthy trees and a much improved environment for the Crawford students, teachers, parents and Crawford's neighbors!

III. Project Budget Summary

Our total budget cost for the Crawford Tree Planting Project is $9,855.78. Almost one half of this number is for the professional underground utility line locator company. This work is necessary since we want to plant trees somewhat close to the school to have the greatest impact on the community. One of our goals is to improve the mental health of the students and teachers. If they are able to see trees while looking out the school windows and walking around the school grounds, their stress levels should decrease, and their productivity levels should increase.

Other budget items include purchasing the trees, auger/digging services, tree diapers to keep the trees hydrated, tree ties and stakes, tree labels to educate the students about various trees, fees for Trees Lexington to organize and run the Community Tree Planting Day, tools to water the trees, tools to lay mulch in the spring and fall seasons and

workshop fees to educate our students and volunteers. For more information, please see the detailed budget included with this application.

IV. Our Supplemental Documents

We have included the following documents for your review:

1. Letter of Support from Crawford's Principal Dr. Trimble
2. Letter of Support from Trees Lexington's Director of Programs Tyson Gregory
3. Crawford's Professional Landscape Plan
4. Approval Email from the School District's Grounds Supervisor
5. Marked-up landscape plan showing the approximate locations of the underground utility lines
6. Email Estimate for Blood Hound underground utility line locator services
7. Detailed Project Budget
8. Images of Tool Prices on Amazon
9. Tree Canopy Study images of Crawford Middle School
10. Photos of Crawford's campus and grounds

If you need any additional information, please let me know. Thank you for your time and attention to our grant application.

Elizabeth Link

PTSA President

Crawford Middle School

Cell phone: 415-407-6757

Email: missinglinkster@yahoo.com

LEX GROW TREES

GRANT APPLICATION

CRAWFORD MIDDLE SCHOOL PTSA

November 27, 2024

Tree Planting and Maintenance Budget

Items Needed	Quantity	Price Each	Total Cost
Trees – 3 gallon – Trees Lex	30	25	750.00
Blood Hound Underground Utility Location Service		Job Estimate	4,620.00
Auger/hole digging – Trees Lex	30	30	900.00
Community Tree Planting Event – Trees Lex fees			400.00
Tree diapers – Lex Trees	30	25	750.00
Mulch – free wood chips	4 truckloads	Spring & Fall	0
Arbor ties & stakes – one set per tree	30	9.99	299.70
Tree labels – 4’ x 6’ plates with stakes	30	19.50	585.00
Tools to water trees:			
Sillcock keys	6	9.99/2 keys	29.97
150’ hoses	4	48.99	195.96
5 gallon buckets	8	25/2 buckets	100.00
Tools to lay Mulch:			
Shovels	6	47.99	287.94
Garden Carts	3	99.99	299.97
Outdoor Broom	1	17.24	17.24
Workshop – Tree Maintenance	1	120.00	120.00
Tree education workshops for students	2	250.00	500.00
			_____
		TOTAL	$9,855.78

Crawford Middle School Photos



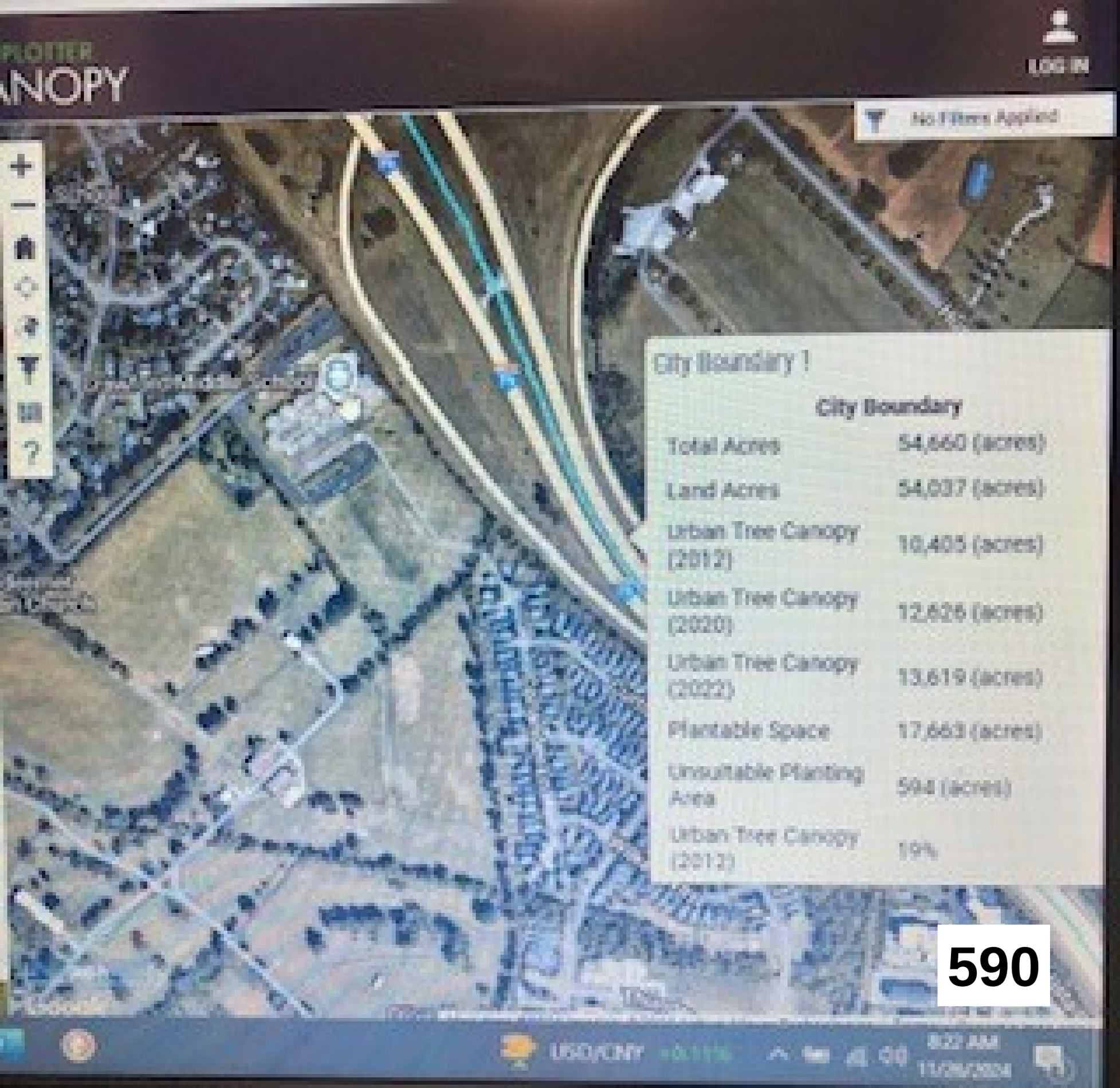









CRAWFORD


PLOTTER
ANOPY
LOG IN
No Filters Applied
City Boundary !
City Boundary
Total Acres 54,660 (acres)
Land Acres 54,037 (acres)
Urban Tree Canopy (2012) 10,405 (acres)
Urban Tree Canopy (2020) 12,626 (acres)
Urban Tree Canopy (2022) 13,619 (acres)
Plantable Space 17,663 (acres)
Unsuitable Planting Area 594 (acres)
Urban Tree Canopy (2012) 19%
590

Crawford Middle School

1813 Charleston Drive

Lexington, KY 40505

859-381-3370

November 26, 2024

To Whom It May Concern,

I am excited to support the Lex Grow Tree project at Crawford Middle School and wish to offer my encouragement as our school seeks funding via this grant. I am in my second year as Principal and have enjoyed working to beautify our school, as well as implement environmentally sustainable projects.

Crawford's PTSA has taken the lead in planting trees in our school yard. The purpose is to increase the tree canopy in Lexington, provide outdoor academic opportunities, as well as add life to our space. I am pleased with their efforts and am encouraged by their initiative in applying for this funding.

Our vision is to expand our students' knowledge base as well as afford them opportunities beyond the traditional classroom setting. I hope Crawford will be awarded the Lex Grow Tree grant, so we can continue to create a welcoming place for our students and families. We appreciate you considering us for this funding opportunity.

Sincerely,

Anne Trimble, Ed.D.
Principal, Crawford Middle School

TREES LEXINGTON!

November 24, 2024

Dear Lex Grow Trees Grant Review Committee:

Trees Lexington is pleased to support the Lex Grow Trees grant application by the Crawford Middle School Parent Teacher Student Association (PTSA). Trees Lexington is a 501(c)(3) nonprofit organization working to increase the tree canopy in Lexington and build community through tree education and maintenance events.

Through efforts led by Elizabeth Link, the president of the Crawford Middle PTSA, Trees Lexington had recently partnered with the PSTA to assist with the planting of 5 new trees on the school campus. As Fayette County Public Schools has an 11% UTC and an estimated 43% PPA per the latest Tree Canopy Study, we are very excited to help with the installation and stewardship of additional trees on the campus.

To support the program, Trees Lexington will assist with the selection and purchase of the 3-gallon container trees for the project along with facilitating some contractor work such as pre-augering planting holes for a planting event. We will then provide training for the Crawford Middle PTSA and other community members by leading a community tree event with volunteer and staff support. Additional support will be provided through educational tree workshops with students and teachers at Crawford Middle.

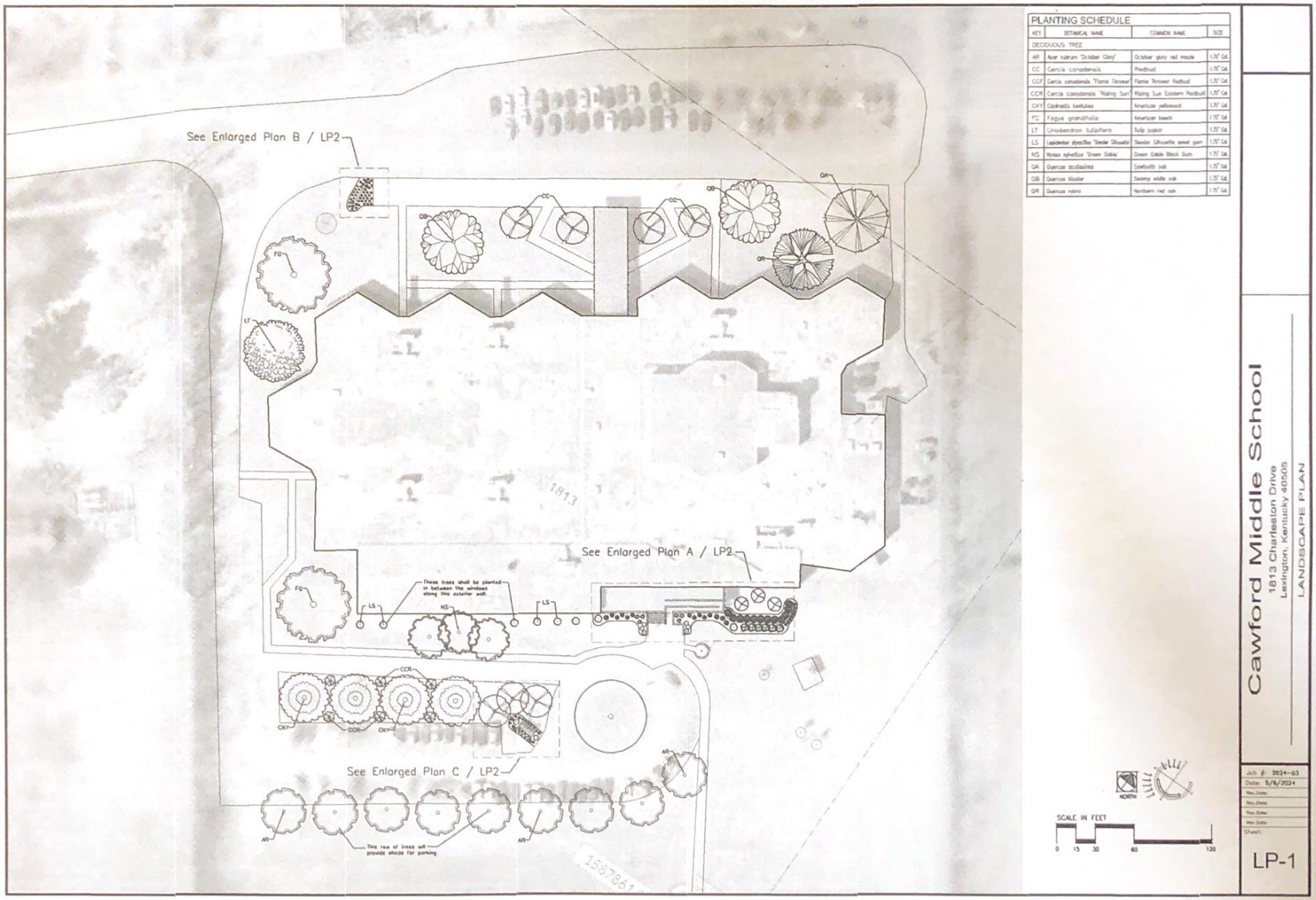
After the trees are installed, Trees Lexington will hold a tree maintenance workshop to help guide PTSA members on the care requirements of the trees and ensure long-term health of the new trees

Please feel free to contact me by email (tyson@treeslexington.org) or phone (859-353-7919) should you have any questions or would like additional information about our support of the application.

Sincerely,

Tyson Gregory
Director of Programs
Trees Lexington!, Inc.

Trees Lexington! P.O. Box 1046, Lexington, KY 40588
Email: info@treeslexington.org Website: www.treeslexington.org



PLANTING SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE
DECIDUOUS TREE			
AR	Acer rubrum 'October Glory'	October glory red maple	1.75" Cal.
CC	Cercis canadensis	Redbud	1.75" Cal.
CCF	Cercis canadensis 'Flame Thrower'	Flame Thrower Redbud	1.75" Cal.
CCR	Cercis canadensis 'Rising Sun'	Rising Sun Eastern Redbud	1.75" Cal.
CKY	Cladrastis kentukea	American yellowood	1.75" Cal.
FG	Fagus grandifolia	American beech	1.75" Cal.
LT	Liriodendron tulipifera	Tulip poplar	1.75" Cal.
LS	Lagerstroemia dynastus 'Tonto Silhouette'	Tonto Silhouette sweet gum	1.75" Cal.
NS	Nyssa sylvatica 'Green Gable'	Green Gable Black Gum	1.75" Cal.
QA	Quercus acutissima	Sawtooth oak	1.75" Cal.
QB	Quercus bicolor	Swamp white oak	1.75" Cal.
QR	Quercus rubra	Northern red oak	1.75" Cal.

NORTH

SCALE IN FEET

0 15 30 60 120

Cawford Middle School

1813 Charleston Drive
Lexington, Kentucky 40505

LANDSCAPE PLAN

Job #: 2024-03
Date: 5/6/2024
Rev. Date:
Rev. Date:
Rev. Date:
Rev. Date:
Sheet:

LP-1

Re: Crawford Landscaping Proposal

From: Mazzoni, Stephen (stephen.mazzoni@fayette.kyschools.us)
To: missinglinkster@yahoo.com
Cc: dani.hawes@fayette.kyschools.us
Date: Friday, September 13, 2024 at 02:35 PM EDT

Good afternoon,

Hope you are having a great Friday!

Are they going to hand dig these holes for the trees and plants?

Looks like the only thing left to do would be to contact 811, especially if you are using equipment to dig the holes so that everything gets marked. Normally we have to use Bloodhound, and I can give you their contact information.

As far as we are concerned the project proposal will be approved, and the only thing to make sure of now is no utilities are hit when digging.

If there is anything else I can help with, please let me know!

Thanks!

Stephen Mazzoni
District Grounds Supervisor
Fayette County Public Schools
859 475 6377
stephen.mazzoni@fayette.kyschools.us

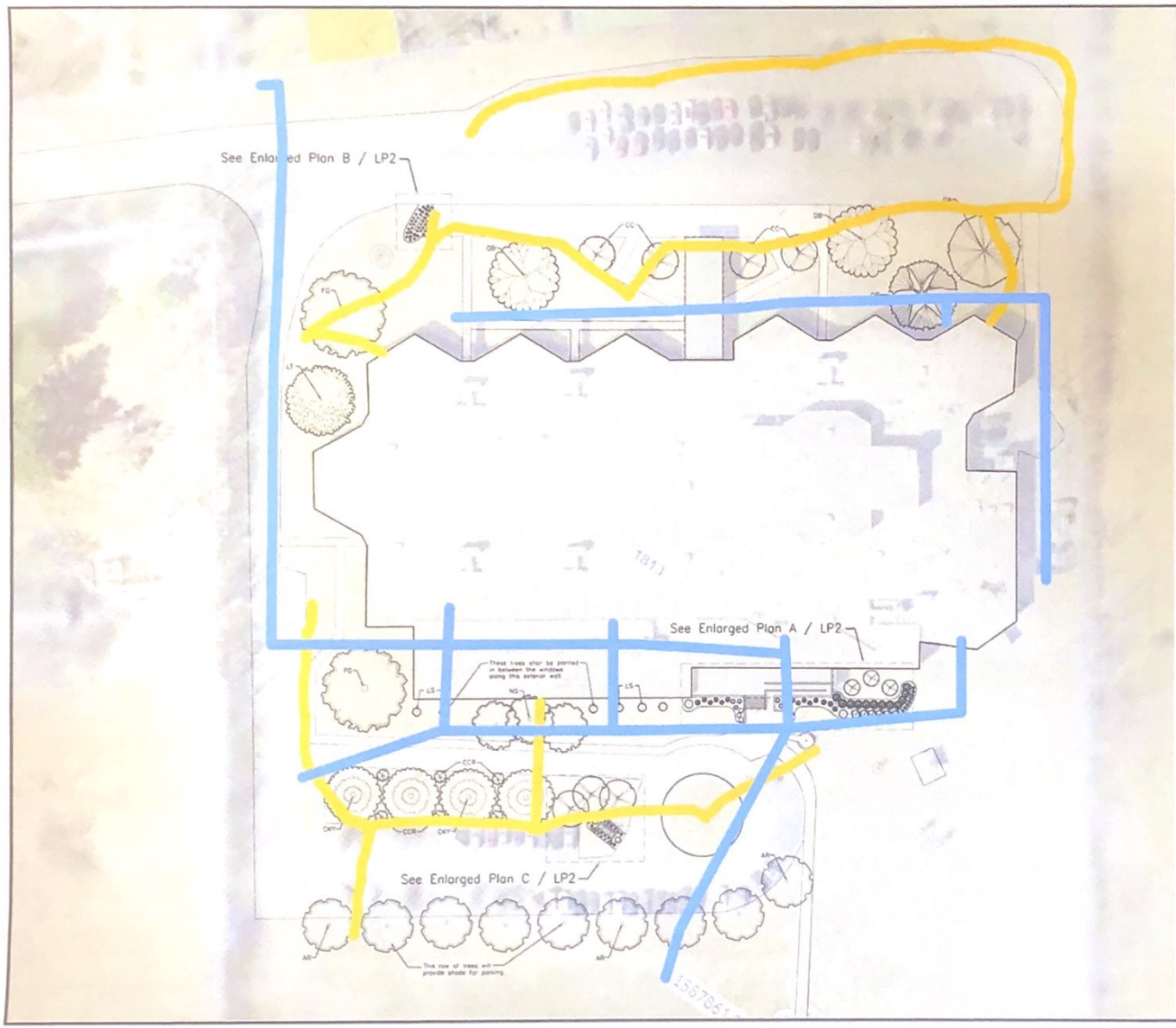
Confidentiality Notice: This email, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure and distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Elizabeth Link <missinglinkster@yahoo.com>
Sent: Friday, September 13, 2024 12:32 PM
To: Mazzoni, Stephen <stephen.mazzoni@fayette.kyschools.us>
Cc: Hawes, Dani <dani.hawes@fayette.kyschools.us>
Subject: Re: Crawford Landscaping Proposal

EXTERNAL MAIL

Hi Stephen,

Just sending my questions to you again. See my email below.



PLANTING SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE
DECIDUOUS TREE			
AR	Acer rubrum 'October Glory'	October glory red maple	1.75" Cal
CC	Cercis canadensis	Redbud	1.75" Cal
CCP	Cercis canadensis 'Flame Thrower'	Flame Thrower Redbud	1.75" Cal
CCR	Cercis canadensis 'Rising Sun'	Rising Sun Eastern Redbud	1.75" Cal
CKY	Gymnocladus kentucky	American yellowood	1.75" Cal
FG	Fagus grandifolia	American beech	1.75" Cal
LT	Liriodendron tulipifera	Tulip poplar	1.75" Cal
LS	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette sweet gum	1.75" Cal
NS	Nyssa sylvatica 'Green Gable'	Green Gable Black Gum	1.75" Cal
QA	Quercus acutissima	Sawtooth oak	1.75" Cal
QB	Quercus bicolor	Swamp white oak	1.75" Cal
QR	Quercus rubra	Northern red oak	1.75" Cal

ELECTRIC

WATER

SCALE IN FEET

0 15 30 60 120

Cawford Middle School

1813 Charleston Drive

Lexington, Kentucky 40505

LANDSCAPE PLAN

LP-1

From: Westerlund, Alynne alynnewesterlund@bhug.com
Subject: Tree Planting project for Crawford middle school
Date: Nov 27, 2024 at 1:46:29 PM
To: missinglinkster@yahoo.com
Cc: French, Chandler chandlerfrench@bhug.com, BHUG Call Center East BHUGNECC@bhug.com

Afternoon,
Thank you for your interest in our locating services. Our standard rates are as follows:
$245 per hour/2-hour min, $61.25 per 15-min increment
Mobilization $140/hour -2.5 hours round trip

The request came in asking for a rough figure for a landscaping project where the school will be installing approximately 30 trees. The school needs to submit pricing for a grant submission. Here is the rough figure after consulting with an estimator.

2 days or 16 hours + 5 hours of mobilization (which covers 2-day trips)
16 hours+ $3,920 + 5 hours of mob at $140 per hour=$700
Estimated price:$4620
Have a great Thanksgiving!

Alynne Westerlund
Project Coordinator
Customer Service Department | Blood Hound
(800)825-9283 Eastern Division

811 IS THE LAW | MAKE BHUG YOUR 2ND CALL

Blood Hound Corporate Office
6500 Technology Center Drive
Suite 200
Indianapolis IN 46278

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Crawford Middle School PTSA

Requested Grant Amount: $9,855.78

Project Elements:

1. Planting Trees
2. Conducting 3 Workshops
3. Maintaining Trees

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **92.5**.
- Approve the Grant Application up to the **Full** amount of **$9,855.78**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall work with LFUCG Urban and Community Forestry Section Leader and the FCPS Grounds Supervisor to find cheaper utility locating options than hiring Blood Hound.
  2. Provide a revised schedule to the Grant Manager by 12/31/24, showing the date for the removal of the metal T posts and arborist ties.
  3. In final project report, outline plans for long-term watering provisions, especially during the summer months after the grant period has ended.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ Up to 9,855.78

✓ The grant is approved with the following stipulations: see items 1-3 in the recommendation section above

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

12-19-2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

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.

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 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.

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). 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.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Headley Green Homeowners Association, Inc.** (Hereinafter "Organization"), with the mailing address of P.O. Box 54486, Lexington, Kentucky 40555.

W I T N E S S E T H:

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 $25,052.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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

Headley Green Homeowners Assoc., Inc.
Organization Name (Printed)

BY: Lisa C. Ecton
Signature

Property Manager
Title

Laura Newsome
WITNESS SIGNATURE

Laura Newsome
WITNESS PRINTED NAME

12/31/24
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	November 22, 2024 11:49 am
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	217.180.201.58
Unique ID:	1290063139

Lex Grow Trees Grant Application

Organization information

Name of organization	Headley Green Homeowner Association, Inc.
Street address and zip code	P.O. Box 54486 Lexington, KY 40555
Email	Adkinspm@outlook.com
Phone	(859) 494-8995

Contact information

Contact person name	Lisa Ecton
Contact person title	Adkins Property Management
Contact person phone number	(859) 492-5277
Contact person email address	Adkinspm@outlook.com

Project information

Upload a PDF packet with the project narrative, scope of work and community objectives, or entirety of application (including budget, photos, map and letters of support).	https://drive.google.com/uc?id=1uOTiqUcHO4lw_0degmH7ftDx9GgIv2ox&export=download&display=/1290063139HeadleyGreenHomeownerAssociationInc._156059812_merged_bod_and_president_letter_with_cd_info.pdf
Project start date	Jun 01, 2025
List milestone dates	July 1st: Land prepped and cleared for plantings, Planting of trees to begin when the weather and temps are best suited to do so.
Expected completion date	Nov 01, 2025
Upload a document with the project budget and explanation, if not uploaded previously.	https://drive.google.com/uc?id=1N-jgqRg7XrvoG2Lduwk4CE4-q26Wa3mI&export=download&display=/1290063139HeadleyGreenHomeownerAssociationInc._156060575_dave_leonard_tree_service_ross_raterman_canopy_quote_241101.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	District 11. This area is greenspace owned by Headley Green HOA. It fronts Mason Headley Road near Faircrest Drive. The closest residential addresses are: 1660,64,68,72,76,80,84,88 Chandler, and 1721,25,29,33,37,41,45 Headley Green.

Supplemental material

Combine and upload a minimum of three color photographs of the project area, if not uploaded previously.	https://drive.google.com/uc?id=1dRZHFNK5e9UqVVoMnVp0MvZDeuX06N0M&export=download&display=/1290063139HeadleyGreenHomeownerAssociationInc._156060675_photos.pdf
Upload a map of the proposed project location, if not uploaded previously (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=14HAgZCoRvrsOG0Uj4fD2paW_BcjjYoMo&export=download&display=/1290063139HeadleyGreenHomeownerAssociationInc._156060679_merged_maps_headley_green.pdf
Combine and upload any other supporting documents or letters of support, if not uploaded previously.	https://drive.google.com/uc?id=1R6hefK_rP7mOInLsA1os5TKNmI7lUHMU&export=download&display=/1290063139HeadleyGreenHomeownerAssociationInc._156060885_merged_letters_of_support_headley_green.pdf

Headley Green Homeowner Association Tree Canopy Project 2025

The well-loved and established Headley Green neighborhood is committed to maintaining the Urban Forest in District 11. Through a great deal of time, effort, and research by many neighborhood volunteers, we have learned and shared the importance of trees to the health and happiness of those who call this area home. Many of our residents have been life-long Lexingtonians serving their country as veterans, working in the local workforce, and choosing to retire in this beloved community. Any visit to this neighborhood will result in seeing a great deal of people outside walking, gardening and enjoying this peaceful community. As time passes, we hope to see a growth in the number of new residents starting families and calling this well-established area home as well.

The Board of Directors initiated a volunteer "tree committee" to study the land located at the front of our neighborhood, facing Mason Headley Road. The pine trees and bushes in this area are beginning to fail and will soon need to be removed due to their age. After a recent inspection by Dave Leonard, a tree specialist, they were informed that 9 of the 32 Pine trees should be removed now, and the remaining trees should be professionally pruned to reduce the risk of falling branches. Adding Green Giant Arborvitaes, Redbud, and dogwood trees was also suggested. (A design detail is included in this request).

There is a smaller section of land available for planting on the other side of the property. A row of Viburnums are currently planted there. However, invasive Honeysuckle has killed 4 of them. The HOA is also planning to replace them and remove the honeysuckle as opposed to adding a less-attractive wooden privacy fence.

After the initial clearing, preparation and planting, the HOA is committed to maintaining the area by keeping a strict budget dedicated to watering, structural pruning, fertilization, preventative insect protection, and annual mulching. This was discussed at length at the last two well-attended annual meetings of the neighborhood association and the neighborhood vote was unanimous to pursue this venture.

To keep this area part of the thriving Urban Forest, the Board of Directors, homeowners and the tree committee respectfully request that the LexGrow Tree Grant Committee aid us in refurbishing this area.

Should you need any further infromation, please let me know. I am proud to serve the neighborhood and my community.

Thank you,

Joe Riddell
President
Headley Green Homeowners Association, Inc.

Headley Green Homeowners Association
P.O. Box 54486
Lexington, KY 40555

11/19/2024

We, as the Headley Green Board of Directors, are committed to the implementation of expanding the tree canopy at the front of our neighborhood. As such, we have passed a budget and approved the purchase of a CD in the amount of $10,000.00 in anticipation of the possible extra expense of maintaining the proposed tree canopy expansion. These funds are available to ensure proper maintenance once the area has been approved for the grant and will serve to continue the necessary tasks to keep the area healthy. Included with this application is a copy of our current balance sheet showing the financial ability to support this grant.

Thank you,

The Headley Green Board of Directors

Joe Riddell, President

John Burton, Treasurer

Sharon Schilling, Secretary

Georgia Peplaski, Director

Angella Kederis, Director

Jeanine Spurlin, Director

Balance Sheet

Property: Headley Green Homeowners Association

As of 10/31/24 (accrual basis)

ASSETS	
Bank	
1048 Headley Green - Operating	33,429.01
1083 Headley Green (EDjones investment)	10,323.56
Total Bank	43,752.57
Accounts Receivable	
1100 Accounts Receivable	2,076.76
Total Accounts Receivable	2,076.76
TOTAL ASSETS	**45,829.33**
LIABILITIES & EQUITY	
Liabilities	
Accounts Payable	
2000 Accounts Payable	336.00
Total Accounts Payable	336.00
Other Current Liability	
2090 Prepaid Member Assessments	2.18
Total Other Current Liability	2.18
Total Liabilities	338.18
Equity	
2960 Retained Earnings	13,120.40
3000 Net Income	13,655.58
3005 Opening Balance Equity	18,715.17
Total Equity	45,491.15
TOTAL LIABILITIES & EQUITY	**45,829.33**

Email sent this fall to all members of the Headley Green neighborhood.

A little note from the Headley Green Tree Committee:



Are you thinking of planting a new tree? Here's some advise from the Kentucky Energy and Environment Cabinet.

"One very important thing to think about when planting is the time of year. People often think about planting trees in the spring and summer months when trees are in flower, full of fruit or are covered with beautiful leaves. However, the ideal time to plant is during the tree's dormant season, after leaf drop in the fall and before bud-break in the spring. This time period is the least stressful to the tree because it is not actively trying to grow."

Want to know more? Click on this link: Tree Planting Tips - Kentucky Energy and Environment Cabinet

Warmest regards,

Headley Green Tree Committee

Dave Leonard Tree Specialists
544 Old Frankfort Pike
Versailles, KY 40383

Headley Green HOA c/o Adkins Property Management
Headley Green
Lexington, Kentucky 40504

Quote #24819

Sent on 11/01/2024
Phone 859-252-2529
Website www.dlarborist.com
Arborist Contact Ross Raterman #KY-0648B

Product/Service	Description	Total
Tree Removal	Remove the following tree(s), all debris and wood from the property. Cut the stump as flush as possible with the surrounding soil grade. -Nine scraggly White Pine trees in the center section of the row where several trees have been removed. This leaves the grouping closest to Cold Harbor Dr and the grouping closest to Faircrest Dr. Remove a few honeysuckles growing from the viburnum hedge along Mason Headley. All of our removal work adheres to ANSI Z133 Safety Standards.	$3,400.00
Stump & Root Grinding	Grind the following stump(s) and major surface roots DEEP AND WIDE below soil grade and backfill the hole with the resulting soil/wood chip mixture. 9 pine stumps Please be mindful that stump grinding is an invasive and dirty process completed with a large machine. Stump chips will be spread out evenly in the area so that new trees can be planted in the soil. Stump grinding services are performed by a technician that is separate from the tree removal crew and typically follows a couple days behind the crew. Underground utilities will be marked prior to stump grinding.	$1,500.00
Tree Pruning	Prune the two remaining groupings of White Pine trees to make reasonable branch reductions in order to help minimze future branch failures from snow or ice load. Remove significant dead or broken branches and provide a nice even canopy level above ground. There are 32 white pine trees remaining. Also prune the two hackberry trees on the side of Mason Headley Rd to trim off the vines, cut the vines on the trunk, and remove significant dead branches. All of our pruning work adheres to ANSI Z133 Safety Standards and ANSI A300 Part 1 - Pruning Standards.	$3,500.00
Nursery Tree	Twelve 7' balled and burlapped Green Giant Arborvitae to be planted on 16' centers in the open space between pine groupings. Add Twelve 1.75" caliper balled and burlapped redbud and dogwood trees planted on the road side of the walking path. $275 per tree (estimated based on quantity, species and size) Replace a few missing viburunum shrubs along Mason Headley. $100 each (4 included)	$7,000.00
Tree Planting	Delivery, proper installation, mulch, and staking as necessary for the Nursery tree(s) described above. All of our planting work adheres to ANSI Z133 Safety Standards and ANSI A300 Part 6 – Planting and Transplanting.	$6,400.00

Dave Leonard Tree Specialists
544 Old Frankfort Pike
Versailles, KY 40383

Headley Green HOA c/o Adkins Property Management
Headley Green
Lexington, Kentucky 40504

Quote #24819

Sent on 11/01/2024
Phone 859-252-2529
Website www.dlarborist.com
Arborist Contact Ross Raterman #KY-0648B

Product/Service	Description	Total
STEP Program	Smart Tree Establishment Program One year maintenance plan for 24 newly planted trees to provide a first year fertilization, preventive insect treatment, structural pruning, fall mulch application, and a one year one-time guarantee for the new tree. **Guarantee does not cover tree loss due to a lack of water or extreme weather conditions (including freezing temperatures, drought, hailstorms and damaging winds).	$2,400.00

Subtotal	$24,200.00
Tax (6.0%)	$1,452.00
Total	**$25,652.00**

All work completed to ANSI A300 Tree Care Standards.

This quote is valid for the next 30 days, after which values may be subject to change. Any alteration or deviation from the detailed description may result in charges over and above the estimate. All agreements are contingent upon weather, personnel and equipment. DLTS shall not be responsible for damage to unmarked irrigation, underground lines, or for damaged or cracked driveways when the use of heavy equipment is necessary.

All credit card payments will be charged a 3% fee to cover the cost of processing.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees

Dave Leonard Tree Specialists
544 Old Frankfort Pike
Versailles, KY 40383

Headley Green HOA c/o Adkins Property Management
Headley Green
Lexington, Kentucky 40504

Quote #24819

Sent on	11/01/2024
Phone	859-252-2529
Website	www.dlarborist.com
Arborist Contact	Ross Raterman #KY-0648B

Notes Continued...

to pay the account in full within 15 days of work completion. Failure to remit full payment within the payment term may result in a finance charge of 15.00% per month.

Signature: _____ Date: _____



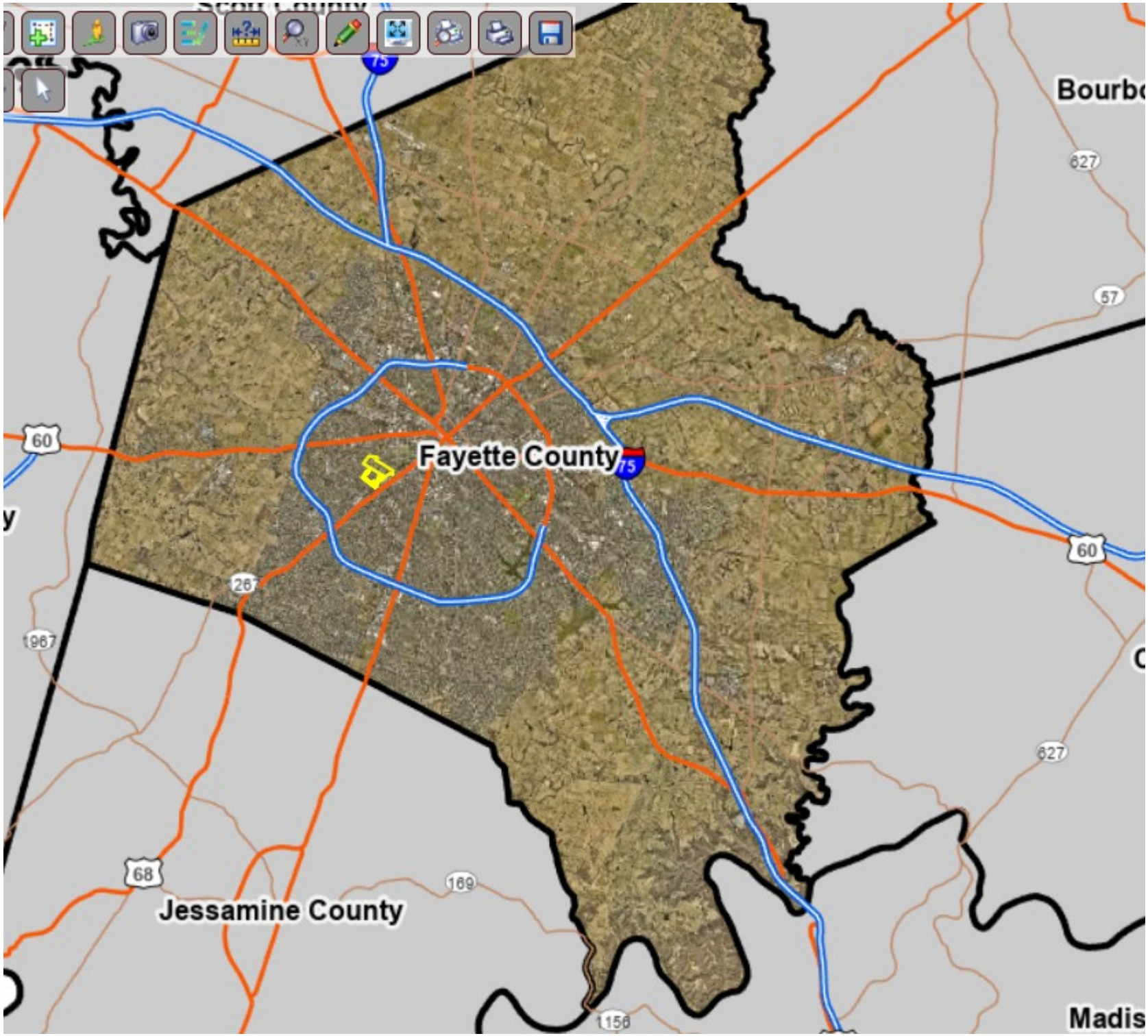
Pine Trees – photos taken 03/28/2024



Viburnum Bushes – Photos taken 03/28/2024 (Some are missing completely and have been overtaken by honeysuckle)



Viburnum Bushes – Photos taken 03/28/2024 (Some are missing completely and have been overtaken by honeysuckle)


Fayette County
Jessamine County
Bourbo
Madis
75
60
627
57
26
1967
68
169
1156


Mason Headley Rd
Faircrest Dr
Chandler Ln

Bill & Doris Settles
1696n Chandler Lane
Lexington, KY 40504

October 24, 2024

Sandra Burke
Administrative Specialist Prin.
Lexington-Fayette Urban County Government
Lex Grow Trees Grant Administrator

Dear Sandra:

This letter is in support of the Round 2 of Lex Grow Tree Grant Funding Application of the Headley Green Home Owner's Association to place additional trees along the Mason Headley corridor that abuts our neighborhood. Recent ice and wind damage has severely damaged many of the trees along Mason Headley, and there are segments where no trees exist currently on the side that adjoins our neighborhood.

As a resident of Headley Green Homeowners Association, a Master Gardener, and VicePresident of Celebrate Lexington (which has Urban Canopy as one of our focal areas), I am wholeheartedly in support of our neighborhood choosing to be on the forefront of increasing our own (and by extension Lexington's) urban canopy. Increasing the urban canopy in the area naturally benefits not only our neighborhood but the city of Lexington, as you are well aware. Anything to help cool, sequester carbon, and add beauty is a plus.

Since moving here in 2012, I am aware of several ecological improvement grants, including for maintenance and planting of street trees, that this HOA has implemented. The neighbors here are largely engaged in activities that revolve around landscape and environmental sustainability.

This grant seems to be a good fit for how the HOA is moving to improve our neighborhood.

Sincerely,
Doris Dearen Settles

To Whom it May Concern,

I am writing this letter in coordination with my neighborhood association, Headley Green, in conjunction with the Lexington Grow Tree Grant. I have been a part of our neighborhood association's Landscape Committee. Having additional trees along Mason Headley to improve the tree canopy in our district (District 11) which is 23% of our acres with a goal of 30% would be very valuable. Trees are an integral way to help manage stormwater runoff; which would help lead to less flooding in the area.

As a homeowner, I myself have planted several varieties of trees on my property. Trees are a wonderful way to cool, absorb carbon and make my home more beautiful. Receiving funds from this grant would be a beneficial way for our neighborhood to continue to add to Lexington's natural beauty.

Please consider our request when making your decision.

Warmest regards,

Karen Fister

1685 Chandler Ln, Lexington, KY 40504

Thursday, October 24, 2024

Dear members of the City of Lexington,

My husband and I have come to live and love the City of Lexington especially our housing tract of the Mason Headley subdivision. We purchased this home because of the proximity to the University, hospitals, downtown attractions, and the airport. Another great feature was the mature trees in this subdivision.

Recently, we have been made aware of a chance where our neighborhood may have the chance to be awarded a grant from the Lex Tree Grant for the Mason Headley corridor. This would help not only with the beauty of our area and future home values, but trees also provide shade, protection from water runoff, valuable oxygen for us and all animals, besides; trees are also foundational for wildlife habitats such as birds and other small animals. We have found out our canopy in the area which is district 11 is at 23% of our land acreage, which is lower than the 30% goal.

Our family would appreciate the city's consideration of this wonderful grant opportunity!

Thanks in advance,

Brian and Kim Nelsen

1661 Chandler Lane

Lexington Ky. 40504 ph. 859 533-6778

Steven E. Rice **(859) 576-1685**
1729 Headley Green
Lexington KY 40504-4002 Steve@RiceKY.com

October 25, 2024

Dear Lex Grow Tree Grant Managers:

My name is Steven E. Rice, and my home is in the Headley Green Neighborhood. In order for the developers to be allowed to build our neighborhood in 1995, they were required to plant white pine trees along the Mason Headley Road frontage between Faircrest Drive and Cold Harbor Drive. After 29 years, half of the white pine trees have died and the rest have aged past maturity becoming a significant hazard to our properties, the overhead utilities, and to the traffic on Mason Headley Road. Twice, a sub-contractor for Kentucky Utilities has had to cut out the centers from each tree to keep them from rubbing against the high voltage electric power lines above. The lower cable and telephone lines have not been protected, and those lines are being damaged from abrasion and by additional tension from the weight of the branches of the pine trees. Twice in the past two years, Mason Headley traffic has been blocked for several hours when some of the now very tall pine trees fell across Mason Headley Road. Our new fence, only three years old, located beneath the pine trees was crushed by a falling pine tree branch.

As you would know, white pine trees were not a good species to plant along the Mason Headley Road Corridor. We would like to replace the remaining dangerous pine trees with a variety of low growing native tree species that would beautify the corridor without the damage we have endured. In addition to the elimination of the safety concerns, the new trees would absorb carbon, stormwater runoff, and contribute to the tree canopy along scenic Mason Headley Road in Council District 11. The beauty of the new trees would have a large audience, as Mason Headley Road is heavily traveled, and many citizens would see and enjoy the outcome of this investment in Lexington's tree canopy.

Thank you for taking the time to read the above history of our section of the Mason Headley Road Corridor. We are excited to be given the opportunity to be considered for this initiative. I hope you will feel free to call me with any questions you may have about our interest in improving Lexington's tree canopy through this funding.

Sincerely,

Steven E. Rice, Block Captain
1729 Headley Green
The Headley Green Neighborhood Association

October 25, 2024

Dear Members of the Lex Grow Trees Program,

I am writing this letter as a member of the Headley Green neighborhood in support of the HOA to request consideration for a grant to increase the tree canopy in our area.

The beautiful parks, green spaces, trees, and well maintained landscapes throughout the city is one of my favorite things about Lexington. Here are some reasons I hope you consider our request:

1. Recent severe storms in the last several years have caused extensive loss of the mature, old, large trees on the Gay Brewer Golf Course side of Mason Headley Rd. Across the street is our neighborhood.
2. Planting trees along the edge of our subdivision will help to provide shade to the eroding soil, which is washing away due to too much sun.
3. Planting trees will also beautify the drive along Mason Headley Rd. As Lexington continues to grow, planting trees will help the environment by absorbing carbon dioxide.
4. Mason Headley Rd. is a main route used by many people as they travel to Lexington hospitals and trees will help provide a calming effect.
5. Planting of trees will also provide noise reduction to our neighborhood, especially ambulance sirens that are on route to the local hospitals.

I support the Headley Green HOA in applying for the Lex Grow Trees Program and it is my hope that you will consider accepting their proposal for the grant.

Sincerely,

Susan Bush Neuhart

712 Haggin Place

Lexington, Ky 40504

Headley Green HOA

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Headley Green Homeowner's Association, Inc.

Requested Grant Amount: $25,652.00

Project Elements:

1. Removal of dying / declining trees
2. Pruning of existing trees
3. Tree planting
4. Tree education
5. Tree stewardship

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **91.5**.
- Approve the Grant Application for the **Partial** amount of **$25,052.00**.
- If the Grant Application is approved by the Tree Canopy Ad Hoc Committee, approve with the following stipulations:
  1. Grant funds shall not be allocated to or used for planting of viburnum.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 25,052.00

✓ The grant is approved with the following stipulations: see item 1 in the recommendation section above

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

Chairperson

12-19-2024
Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

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.

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 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.

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). 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.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Trees Lexington!, Inc.** (Hereinafter "Organization"), with the mailing address of P.O. Box 1046, Lexington, Kentucky 40588.

W I T N E S S E T H:

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 $91,943.50 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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

Trees Lexington!, Inc.
Organization Name (Printed)

BY: _____ Mikhail S. Potapov
Signature

President, Board of Directors
Title

WITNESS SIGNATURE

Tyson Gregory
WITNESS PRINTED NAME

1/2/2024
DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	November 27, 2024 6:32 pm
Browser:	Chrome 130.0.0.0 / Windows
IP Address:	74.138.103.241
Unique ID:	1291711364

Lex Grow Trees Grant Application

Organization information

Name of organization	Trees Lexington
Street address and zip code	P.O. Box 1046 40588
Email	info@treeslexington.org

Contact information

Contact person name	Tyson Gregory
Contact person title	Director of Programs
Contact person phone number	(859) 353-7919
Contact person email address	tyson@treeslexington.org

Project information

Upload a PDF packet with the project narrative, scope of work and community objectives, or entirety of application (including budget, photos, map and letters of support).	https://drive.google.com/uc?id=1AqPd3q06YaPvNBoBvaqDSCTyTOT2CZa9&export=download&display=/1291711364TreesLexington_156059812_tl_lgt2_narrative_final.pdf
Project start date	Jan 01, 2025
List milestone dates	Spring and Fall 2025, Spring and Fall 2026
Expected completion date	Dec 31, 2026
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	God's Pantry Food Bank: 2201 Innovation Dr, Lexington, KY 50511, Council District 2 Bluegrass United church of Christ: 500 Don Anna Dr, Lexington, KY 40511, Council District 1 Lexington Housing Authority: E. 6th St, Murphy's Run, Thoroughbred Way (see aerial map in narrative file), Council District 1

Supplemental material

Combine and upload a minimum of three color photographs of the project area, if not uploaded previously.	https://drive.google.com/uc?id=17GHkB6XkOTmYS8RcmyA_2h2l5Q9TyaKf&export=download&display=/1291711364TreesLexington_156060675_lex_grow_trees_grant_2_site_photos.pdf
Combine and upload any other supporting documents or letters of support, if not uploaded previously.	https://drive.google.com/uc?id=1E4yzWj0WeOBxyp0130UhloLLcLbhFU04&export=download&display=/1291711364TreesLexington_156060885_tl_lgt2_letters_of_support.pdf

Organization: Trees Lexington!, Inc., Nonprofit, 501(c)(3)

Address: PO Box 1046 Lexington, KY 40588

Website: www.treeslexington.org Email: info@treeslexington.org

Contact Person: Tyson Gregory, Director of Programs

Email: tyson@treeslexington.org Phone: (859) 353-7919

Proposal

Trees Lexington is a non-profit that empowers community members to dig into the fun and fulfilling work of expanding and maintaining our local tree canopy. Through community tree plantings, tree giveaways, and educational workshops on proper tree care, Trees Lexington increases canopy cover, improves the health of our citizens, and preserves the character of our city. In 2023, Trees Lexington distributed over 1000 trees, planted 240 trees, and engaged over 800 community members at our events while partnering with more than 20 civic groups.

Trees Lexington is seeking funding to execute a program of tree planting, tree maintenance, education, and engagement with a focus on tree equity in areas historically underrepresented and low in tree canopy coverage.

If awarded, project planning and preparation can begin promptly in early 2025. The planting events will take place in the spring and fall of 2025 with tree maintenance activities taking place over the remaining period of the grant. All events emphasize community engagement estimated at 580-880 individuals over the program period. Because all three proposed sites are publicly accessible, additional programming (covered by the first LGT grant) will include Tree Stewards training events and tree educational events, such as tree walks and best practice showcases.

Common elements of the program include installation of landscape size (1.5-2 inch caliper), balled and burlapped (B&B) trees by a contractor (Klausing Group), and 3-gallon container trees with community volunteers (341 trees in total). To facilitate tree installation by volunteers in the typically encountered hard clay soils degraded through construction on urban sites, planting holes will be pre-augered.

To maximize successful establishment of the newly planted trees and minimize the potential for damage from mowing equipment, tree hydration devices, Tree Diapers (www.treediaper.com), will be installed on each tree along with Westlake Dimex tree trunk protectors (https://westlakedimex.com/product/tree-trunk-protector/), which serve to guard sensitive young

tree bark from string trimmers and small animal damage. Metal t-posts and arborist tie strapping will be used to stake the B&B trees, as needed.

Each Trees Lexington planting and tree care event is led by experienced tree professionals and volunteers, providing detailed demonstrations and assistance to ensure that trees are installed and maintained in compliance with the ANSI A300 standards. Follow-up interim tree care (watering, staking, mitigation of any damage) is provided by dedicated staff members as well as committed volunteers. Large scale mulching events will engage community volunteers.

We've learned that tree inequity is frequently associated with food insecurity. As such, providing food and refreshments at our planting and tree care events has been an important and successful strategy for ensuring good volunteer turnout. Events are marketed through flyers, postcards, website and social media posts. A budget allowance for tree identification markers (engraved metal with stakes) at each project is included.

Project Summary	Address	Council District	Trees Installed	Individuals Engaged	Program Cost
God's Pantry Food Bank	2201 Innovation Drive.	2	66	150-200	$ 20,701.00
Bluegrass United Church of Christ	500 Don Anna Dr.	1	40	80-130	$ 13,845.00
Lexington Housing Authority	E Sixth St./Murphy's Run/Thoroughbred Way	1	235	300-500	$ 64,597.50
Total:			**341**	**530-830**	**$99,143.50**

<u>God's Pantry Food Bank (GPFB)</u>

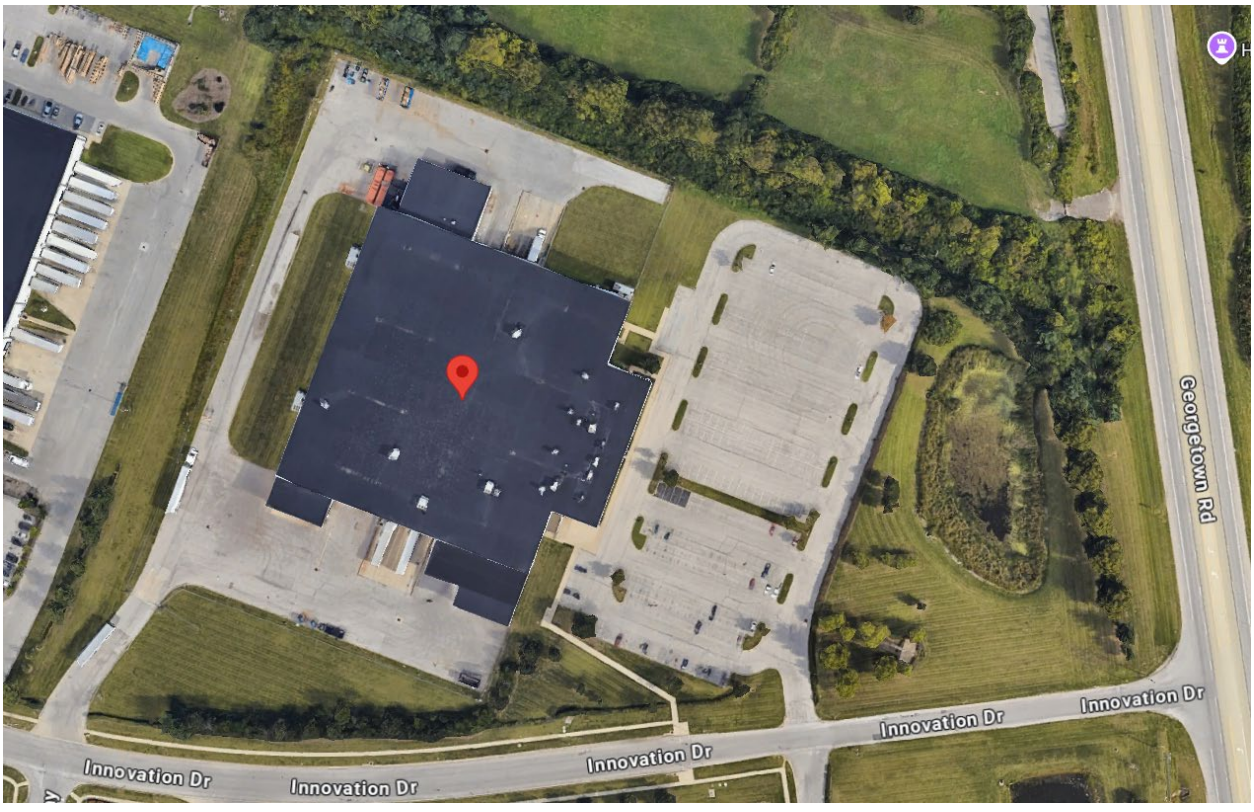
From its humble origins in 1955 as one woman's effort to help neighbors struggling with hunger, God's Pantry Food Bank has grown to a large nonprofit organization serving 50 counties in Central and Eastern Kentucky. Distributing over 46 million pounds of food in fiscal year 2024 and with the need for food assistance continuing to grow, GPFB is expanding to a new location on 15 acres of property located in Council District 2.

Efficient and responsible stewardship of resources is key to the GPFB's work. As such, Trees Lexington is pleased to collaborate with GPFB to significantly increase the tree canopy on its new campus. Located in an industrial area, the effort will showcase what kind of impact trees can provide to not only improve esthetic appearance, but to meaningfully contribute to improving air quality and pollution mitigation, reduce heat island effect, and serve as an example of environmentally responsible commercial property management for years to come. In addition to engaging staff and inviting the community for tree planting and tree care events, GPFB is supportive of future tree educational workshops for all community members.

Proposed new tree planting includes 16 B&B as well as 45 3-gallon container trees. All of these trees are in addition to the trees required to be planted under the development plan and zoning requirements by GPFB. The tree plantings will take place all around the property with a special focus on the environmentally sensitive areas of the retention pond in the front and stormwater runoff areas in the back of the property. A planting plan will be created by Contour Collaborative, a local Landscape Architecture firm, to facilitate discussions with GPFB staff and to avoid conflicts with utility lines and future building plans.

Because the site's soils have been significantly degraded as part of the construction process, we propose mitigation efforts to reduce soil compaction and to improve the biology through soil fracturing/air knife treatments and injection of amendments to help ensure long-term success of the trees installed. We anticipate the soil fracturing equipment and time to be donated by local arborists, while budgeting for soil amendment materials (https://tinyurl.com/y47jnbt2).

The trees will be planted in the Spring of 2025, with 3 community tree mulching events held over the course of the following 18 months. GPFB has committed to engaging its own employees as well as volunteers for the planting event - estimated at 40-50 people. Additionally, Trees Lexington has built a growing base of community followers who consistently show up to our events. Therefore, we estimate total volunteer and community engagement of 150-200 individuals for planting and tree care at this site over the project time horizon. After the term of the grant, GPFB's landscaping contractor will take over maintenance of the trees.



God's Pantry Food Bank	Qty./Hrs.	Cost	Subtotal
Trees B&B	16	$ 190.00	$ 3,040.00
Trees 3-gallon	50	$ 23.00	$ 1,150.00
B&B Tree Installation	16	$ 260.00	$ 4,160.00
Augering for 3-gallon trees	50	$ 30.00	$ 1,500.00
Soil amendments - Biochar	8	$ 65.00	$ 520.00
Tree diapers - 48 in.	16	$ 47.00	$ 752.00
Tree diapers - 24 in.	50	$ 18.00	$ 900.00
Dimex tree protectors	66	$ 1.50	$ 99.00
T-Post stakes	16	$ 5.00	$ 80.00
Planting Design	1	$ 1,800.00	$ 1,800.00
Project Management	40	$ 40.00	$ 1,600.00
Tree Maintenance - 2 years	80	$ 30.00	$ 2,400.00
Volunteer engagement - food, children's activities	4	$ 250.00	$ 1,000.00
Event marketing	4	$ 350.00	$ 1,400.00
Tree ID Signs & Stakes	10	$ 30.00	$ 300.00
Total:			**$ 20,701.00**

Bluegrass United Church of Christ

Located in District 1, the Bluegrass United Church of Christ (BUCC) has taken great steps to increase the environmental stewardship of their property in recent years. The BUCC has partnered with the Kentucky Innovative Farming Network to host training workshops for their Urban Farmer Associate program which provides training to those who are new to fruit and vegetable growing in Kentucky. The church is also certified as a Bronze Level organization through Lexington's Green Check program, further proving their commitment to environmental stewardship.

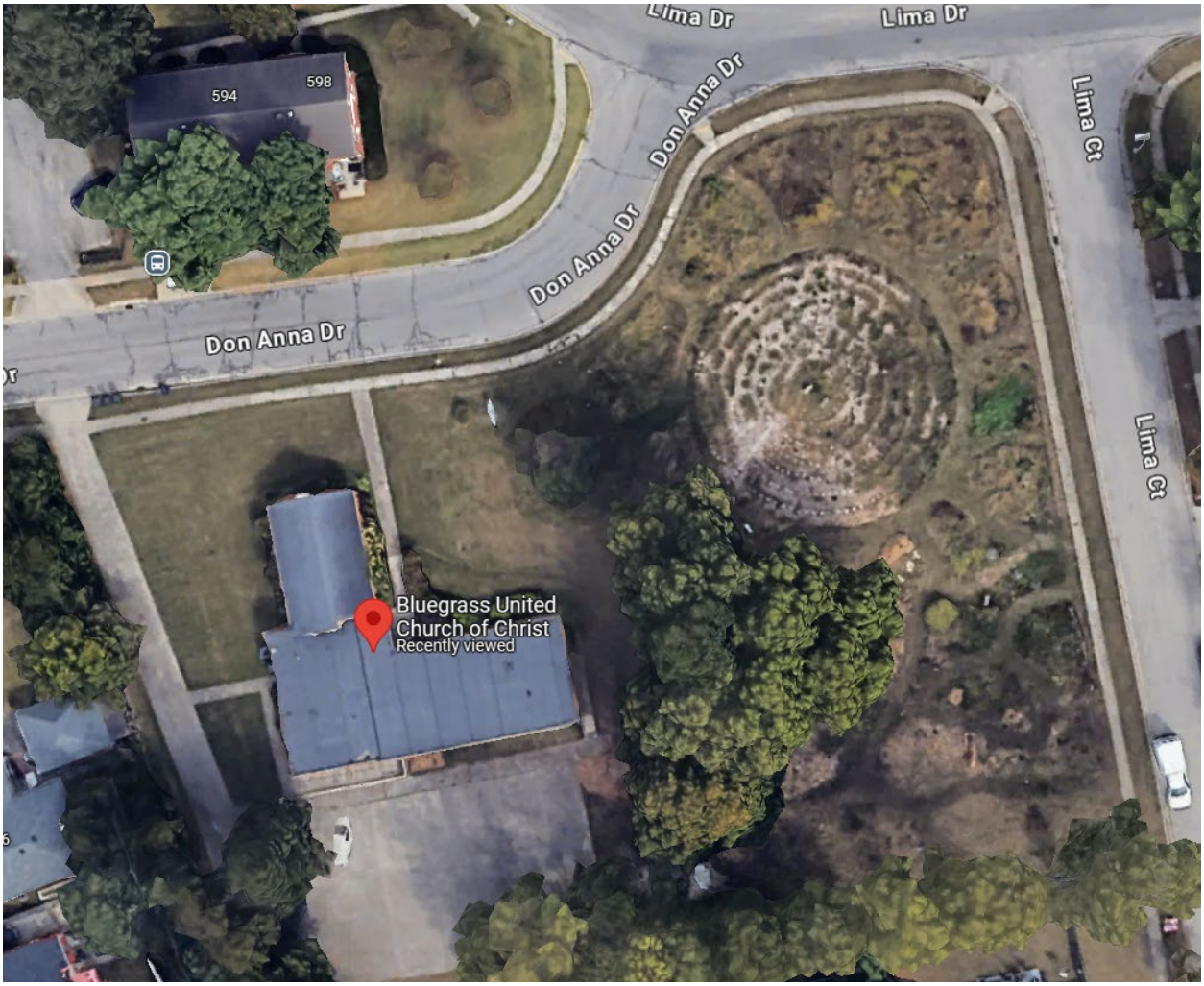
One of the primary goals of the BUCC is to continue their work with urban agriculture and agroforestry. As such, part of this grant will be used to help expand the food forest that has been planted on the property. Native fruit and nut trees will be sourced and planted on the property so that multiple angles of food production can be achieved with the limited space of the planting site. We intend to utilize cultivars of persimmons, pawpaws, and pecans to ensure that the installed trees will be productive in the landscape. The tree cultivar prices in the budget were obtained from England's Orchard, located in Jackson Co., KY (https://www.nuttrees.net/). We will, of course, explore all available options to source the optimal stock for the project.

In addition to promoting urban agriculture, the BUCC wants to advance environmental stewardship by increasing tree canopy coverage over impermeable surfaces. As such, we propose to plant 7 B&B street trees along Lima Ct., which has a 7.5 foot wide easement strip. Medium to small sized trees from the approved street tree list will be selected for installation. To allow for proper canopy development and long-term success of the planting the trees will be spaced on 35 ft centers. Soil cores sampled in the easement strip indicate the presence of moderately compacted soils with a minor presence of construction debris. Street tree permits will be applied for following the grant award.

Lastly, we would like to assist in the beautification and functionality of the church grounds by installing 10 B&B trees around the church's memorial labyrinth. Upright or small ornamental species will be selected to maintain a professional and clean appearance while providing privacy for the labyrinth. Another two B&B trees will be used to replace some existing screening conifers that are poorly adapted to the growing conditions of our region. This will be followed by plantings of smaller 3-gallon trees to further increase the canopy coverage of the property and help further establish the framework of the outdoor chapel. Thus, a total of 40 trees are to be planted at the site, of which 19 would be B&B, 8 cultivar fruit and nut trees, and 13 other container trees. Due to the relatively small size of the property, we do not believe a formal planting plan will be necessary.

Volunteers from the church and Kentucky Innovative Farming Network will assist with the planting of the container trees in the spring of 2025. Church members have committed to

watering and maintaining the trees with periodic support from TL staff and volunteers. Trees Lexington will then host two follow-up tree maintenance workshops including on how to establish a proper framework for fruit production. We estimate 80 to 130 individuals will be engaged over the term of the program.



Bluegrass United Church of Christ	Qty./Hrs.	Cost	Subtotal
Trees B&B	19	$ 190.00	$ 3,610.00
Trees 3-gallon	13	$ 23.00	$ 299.00
Specialty fruit trees	8	$ 55.00	$ 440.00
B&B Tree Installation	19	$ 260.00	$ 4,940.00
Augering for 3-gallon trees	21	$ 30.00	$ 630.00
Tree diapers - 48 in.	19	$ 47.00	$ 893.00
Tree diapers - 24 in.	21	$ 18.00	$ 378.00
Dimex tree protectors	40	$ 1.50	$ 60.00
T-Post stakes	19	$ 5.00	$ 95.00
Project Management	20	$ 40.00	$ 800.00
Tree Maintenance Assistance & Workshops	20	$ 40.00	$ 800.00
Volunteer engagement - food, children's activities	1	$ 250.00	$ 250.00
Event marketing	1	$ 350.00	$ 350.00
Tree ID Signs & Stakes	10	$ 30.00	$ 300.00
Total:			**$ 13,845.00**

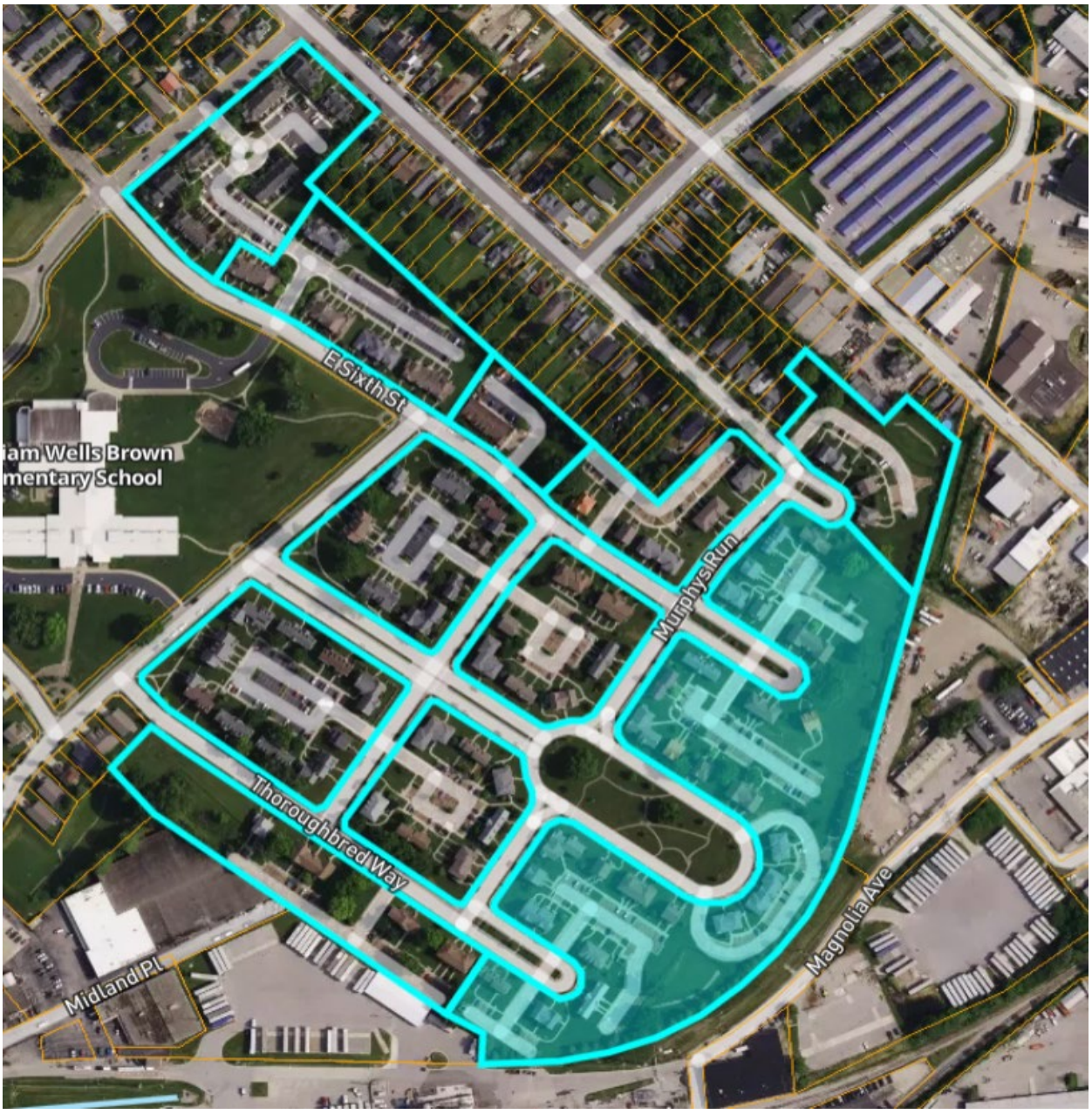
Lexington Housing Authority

The Lexington-Fayette Urban County Housing Authority (LFUCHA) provides safe and affordable housing to low- and moderate-income individuals and families. Given the prioritization of increasing affordable housing units, trees and landscapes are often overlooked with many of the properties lacking tree canopy coverage.

In consultation with the Housing Authority staff we identified 11 large LFUCHA owned parcels that are located in CEJST areas identified as disadvantaged (please see map below). The properties are adjacent to the Shropshire Circle and the William Wells Brown Elementary and Community Center properties where Trees Lexington has installed a significant number of trees and held numerous tree care events over the last several years. We propose adding 235 trees at these properties: 60 B&B and 175 3-gallon containers.

The property planting plans would be developed in early 2025 by Contour Collaborative, a local Landscape Architecture firm to help inform discussions with LHA staff and area residents. Residents will be canvassed and invited to provide input about the planting plan designs at early spring and late summer community events. The large planting area will be divided in three sections for planting and maintenance events. In the spring of 2025, the first planting events will be scheduled with contractors installing approximately 20 landscape size trees and volunteers planting approximately 50 3-gallon container trees. Contractors will plant the remaining 40 B&B trees and another two volunteer planting events will take place in the fall of 2025.

A community mulching event will take place in the fall of 2025 for the trees planted in the spring. An additional total of six community mulching events will be held in the spring and fall of 2025. We will aim to identify and train local tree stewards through the already awarded Lex Grow Trees grant, ideally area residents, to help provide interim care and keep an eye on the trees. Trees Lexington staff and volunteers would be engaged to provide tree maintenance and supplemental watering as needed between the large scale tree care events. We anticipate engaging between 300-500 individuals over the course of the 10 planting and mulching events.


E Sixth St
Murphys Run
Thoroughbred Way
Midland Pl
Magnolia Ave

Lexington Housing Authority	Qty./Hrs.	Cost	Subtotal
Trees B&B	60	$ 190.00	$ 11,400.00
Trees 3-gallon	175	$ 23.00	$ 4,025.00
B&B Tree Installation	60	$ 260.00	$ 15,600.00
Augering for 3-gallon trees	175	$ 30.00	$ 5,250.00
Tree diapers - 48 in.	60	$ 47.00	$ 2,820.00
Tree diapers - 24 in.	175	$ 18.00	$ 3,150.00
Dimex tree protectors	235	$ 1.50	$ 352.50
T-Post stakes	60	$ 5.00	$ 300.00
Planting Design	1	$ 5,400.00	$ 5,400.00
Project Management	100	$ 40.00	$ 4,000.00
Tree Maintenance - 2 years	160	$ 30.00	$ 4,800.00
Resident engagement & canvassing	20	$ 30.00	$ 600.00
Volunteer engagement - food, children's activities	10	$ 250.00	$ 2,500.00
Event marketing	10	$ 350.00	$ 3,500.00
Tree ID Signs & Stakes	30	$ 30.00	$ 900.00
Total:			**$ 64,597.50**

Lex Grow Trees Grant Proposal - November 2024

Site Photos

1. God's Pantry Food Bank











2. Bluegrass United Church of Christ










BIG THINGS
ARE ABOUT
TO BLOOM!

3. Lexington Housing Authority













GOD'S PANTRY FOOD BANK

1685 Jaggie Fox Way
Lexington, KY 40511-1084
godspantry.org

November 22, 2024

Tyson Gregory
Trees Lexington
Director of Programs
tyson@treeslexington.com

Lexington Grow Trees Grant

Thank you for the time spent touring our new campus and future Food Bank home at 2201 Innovation Drive. We are excited to offer this letter of support.

Stewardship of the resources entrusted to God's Pantry Food Bank is a key component of our work. This includes the natural resources we own and operate. Our new site includes 15 acres of property including a watershed and greenspace. We intend to nurture these resources to offer a warm and inviting space team members, visitors, and the community can enjoy. Having a variety of native tree species on site will add warmth and help us care for the environment.

We enthusiastically support your recommendations to add trees at strategic locations along Innovation Drive to the south, along the property line to the west and to the north, and along the walking trail to the east. They will help with erosion control, will add habitat, and will offer shade. When the time comes for planting, God's Pantry Food Bank will activate team members and volunteers to complete the work. We are happy to host gatherings so that folks can learn how to properly maintain these and all trees. And we would be pleased to offer our site as a future tour location for others to visit as they consider how they can incorporate trees into their site planning.

Thanks again for the opportunity to help our land thrive.

All the very best,

Michael J. Halligan
CEO

This institution is an equal opportunity provider and employer.

PARTNER FOOD BANK OF FEEDING AMERICA

November 18, 2024

Lorie Yaste-Zajicek
143 The Masters
Georgetown, Kentucky 40324

To Whom It May Concern,

I am writing on behalf of Bluegrass United Church of Christ (BUCC) located adjacent to the historic St. Martin's Village neighborhood in Lexington, Kentucky. BUCC is a progressive church whose mission is to address social justice and environmental issues and to serve the neighbors in the community. As moderator of the church council, I enthusiastically support the grant application of Trees Lexington and am honored that BUCC is a potential partner in their efforts.

The BUCC Green Team has undertaken an ongoing project to reclaim and restore approximately 1 ½ acres of church property. We have planted over 30 trees and are currently cultivating a food forest and pollinator gardens. Our interest and commitment to learning more about agri-forestry is strong and one that we want to share with our community. We have partnered with the Kentucky Innovative Farming nonprofit to host summer classes. We hope to continue that partnership and to expand it to include opportunities and space for individuals to grow gardens.

To support the project, BUCC commits to the following:
1. Close collaboration with Trees Lexington of specific tree planting sites.
2. Proactive communication and engagement with the church community and our neighbors in St. Martin's Village regarding the importance of increasing agri-forestry initiatives in Lexington.
3. Long-term tree care and maintenance of the newly installed trees by the BUCC Green Team

The restoration of the BUCC green space will benefit the community in a number of ways, notwithstanding the positive environmental impacts. Concurrent plans for an outdoor educational space and outdoor chapel will afford church members and our neighbors alike opportunities for growth, celebration and learning.

Thank you for your consideration of our request and we look forward to collaborating with Trees Lex!.

Sincerely,

Lorie Yaste-Zajicek

LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY
300 West New Circle Road ● Lexington, KY 40505 ● Phone: (859) 281-5060 ● Fax: (859) 281-5055

November 25, 2024

Equal Housing Opportunity

BOARD OF COMMISSIONERS

Joan Whitman
Chairperson

William H. Wilson
Vice-Chairperson

Kimberly Scott
Commissioner

Janet Beard
Commissioner

Sally Hamilton
Mayor's Designee

Austin J. Simms
Executive Director

Lex Grow Trees Initiative
200 East Main Street
Lexington KY 40507

To Whom It May Concern,

I am writing on behalf of the Lexington-Fayette Urban County of Housing Authority, which provides safe and desirable affordable housing to low- and moderate-income individuals and families in Lexington, Kentucky. With the support of the Lex Grow Trees initiative, we commit to working with Trees Lexington on the Tree Planting and Community Engagement project at ten of our multifamily housing sites.

To support the project, the LFUC Housing Authority commits to the following:

1. Close collaboration of specific tree planting sites in CEJST areas identified as disadvantaged.
2. Proactive communication and engagement with residents encouraging their involvement in the planting and tree care.
3. Long-term tree care and maintenance of the newly installed trees by LFUCHA maintenance crews.

The Lexington-Fayette Urban County Housing Authority manages more than 1,100 units of public housing spread across the city of Lexington, Kentucky. Given ongoing pressure to provide as many affordable housing units as possible, trees and landscapes are not given high priority for funding. Many of the parcels lack trees and residents would benefit from increased shade and improvements in air quality, among other benefits, from the additional tree installations over time.

Together with Trees Lexington, the LFUCHA will be able to meaningfully increase the tree canopy in low- and moderate-income areas of our community. This effort will result in improved quality of life for all residents of our city over time.

Thank you for your consideration of our request and we look forward to planting trees with Trees Lexington.

Sincerely,

Tom Smith
Development and Modernization Director

visit our website at www.lexha.org

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Trees Lexington, Inc.

Requested Grant Amount: $99,143.50

Project Elements:

1. Tree Planting at God's Pantry Food Bank
2. Tree Planting at Bluegrass United Church of Christ
3. Tree Planting at Lexington Housing Authority
4. Tree Educational Events
5. Tree Stewards Program Continued Implementation and Tree Maintenance

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RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **97.5**.
- Approve the Grant Application for the **Partial** amount of **$91,943.50**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant. Applicant shall provide a copy of the written approval / agreement to the LFUCG Grant Manager.
  2. Make sure that all property owners are aware of the installation of tree diapers, are in agreement, and are willing to maintain them appropriately.
  3. Grant funds shall not be allocated to or used for the creation of Planting Designs.
  4. Provide a revised schedule to the Grant Manager by 12/31/24, showing the date for the removal of the metal T posts and arborist ties.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

✓ The application has been scored and is deemed worthy of funding this granting cycle.

_____ The grant application is approved in the amount of: $ 91,943.50

_____ The grant is approved with the following stipulations: see items 1-4 in the recommendation section above

_____

_____ The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____ Other: _____

_____

_____ 12-19-2024

Chairperson Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

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.

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 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.

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). 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.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **The University of Kentucky Research Foundation** (Hereinafter "Organization"), with the mailing address of 500 South Limestone, 109 Kinkead Hall, Lexington, Kentucky 40526-0001.

W I T N E S S E T H:

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 $86,134.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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

Type text here

University of Kentucky Research Foundation
Organization Name (Printed)

BY: Kim C. Carter 1/2/2025
Signature Kim C. Carter

Associate Director
Title

Kuss-

WITNESS SIGNATURE

Gaukhar Kussainova

WITNESS PRINTED NAME

01/02/2025

DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	November 26, 2024 3:06 pm
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	128.163.8.103
Unique ID:	1291319161

Lex Grow Trees Grant Application

Organization information

Name of organization	University of Kentucky Research Foundation
Street address and zip code	500 South Limestone, 109 Kinkead Hall, Lexington, KY 40526-0001
Email	ospa@uky.edu
Phone	(859) 257-9420

Contact information

Contact person name	El Williams
Contact person title	Research Administrator Senior
Contact person phone number	(859) 257-9420
Contact person email address	ospa@uky.edu

Project information

Upload a PDF packet with the project narrative, scope of work and community objectives, or entirety of application (including budget, photos, map and letters of support).	https://drive.google.com/uc?id=1CGI7Zh_kRCv3Sye-CJTANSvLRfztWvyS&export=download&display=/1291319161UniversityofKentuckyResearchFoundation_156059812_arboretum_lex_grow_trees_document.pdf
Project start date	Jan 02, 2025
List milestone dates	Nov. 30, 2025, Nov. 30, 2026
Expected completion date	Nov 30, 2026
Upload a document with the project budget and explanation, if not uploaded previously.	https://drive.google.com/uc?id=1rINrZ4KQaTb3AbAxrLCIh-GGbP5k2bsj&export=download&display=/1291319161UniversityofKentuckyResearchFoundation_156060575_arboretum_lex_grow_trees_budget_justification_new.pdf
Are you willing to accept partial funding?	No

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	500 Alumni Drive, Lexington, KY	District 3

Supplemental material

Combine and upload a minimum of three color photographs of the project area, if not uploaded previously.	https://drive.google.com/uc?id=18CX0OXtMuL79XpudPeJYcjTvufT4Pw-R&export=download&display=/1291319161UniversityofKentuckyResearchFoundation_156060675_arboretum_lexgrowtrees_photos_assembled.pdf
Upload a map of the proposed project location, if not uploaded previously (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=10tiekV7DGoCAH7FYZXsx8MkE5MmVWoSm&export=download&display=/1291319161UniversityofKentuckyResearchFoundation_156060679_arboretum_lex_grow_trees_maps.pdf
Combine and upload any other supporting documents or letters of support, if not uploaded previously.	https://drive.google.com/uc?id=1ykDy8QsrcGGdf7YbYpp7cv0nUSLsDivN&export=download&display=/1291319161UniversityofKentuckyResearchFoundation_156060885_arboretum_lex_grow_trees_supporting_documents_2.pdf

The Arboretum, State Botanical Garden of Kentucky
500 Alumni Drive
Lexington, KY 40503

Project Title: Growing, Maintaining, and Interpreting The Arboretum's Tree Canopy

Principal Investigator: Jesse Dahl, Arboretum Grounds and Facilities Superintendent
Contact email: jesse.dahl3@uky.edu | phone: 859-213-1639

Project Narrative & Scope

Introduction

The Arboretum, State Botanical Garden of Kentucky is a 100-acre public garden devoted to environmental and horticultural education, research, and conservation. Our 5+ miles of walking trails are open to the public 365 days per year from dawn to dusk and free of charge to visit. Our living collection currently showcases over 3,500 woody plants, each plant has a accession tag and individual plant records. The Arboretum features three core areas: Ornamental Horticulture and Demonstration Gardens, the Kentucky Children's Garden, and the Walk Across Kentucky native plant collection. The Arboretum receives over 500,000 visitors each year and is a popular destination for Lexington residents and tourists. The Arboretum provides a critical recreational and educational resource for Lexington residents from all walks of life.

Although we are funded in part by the University of Kentucky, The Arboretum relies significantly on gifts and grant funding to support day-to-day work. We have an ISA-Certified arborist on staff who oversees the development and maintenance of our major plant collections. We engage volunteers extensively and recruit student interns annually to assist with the management of the collection while also learning about trees and sustainable management practices. In response to Lex Grow Trees' grant program objectives, we request funding to support additional planting, tree maintenance, and interpretation of The Arboretum's tree canopy. Such funding will enable us to increase the diversity and resilience of The Arboretum's tree canopy while expanding educational resources for Arboretum visitors.

Tree Planting

We propose planting 130 new trees in The Arboretum's horticultural gardens and displays. Arboretum staff have identified taxa that are not yet represented in the gardens collection but should thrive in The Arboretum's Kentucky soils and climate. Funding would be utilized to purchase ball and burlap (B&B) trees. In cases where B&B trees are not available, healthy container-grown trees, or bare root trees may be selected. These trees will allow us to update our collections with some of the newest cultivars and selections available. Showing new traits, new species, growth patterns, and the best disease resistance available we will continue to be an outstanding resource for homeowners and industry professionals on the diversity of plants available that thrive in our unique climate and soils.

We also propose the propagation and planting of 200 native trees. Many of these (at least 100) would be planted on Arboretum grounds while the remainder would be distributed to other public spaces and residents in Lexington to increase the diversity of native plants in Lexington's tree canopy.

The Arboretum's native plant collection is unique in that most of our plants are grown

from wild collected seed of Kentucky origin. One advantage of this practice is that it adds conservation value to our collection because we know the origin of our plants which aids research, conservation, and restoration purposes. Another advantage of growing plants from wild collected seed in our ecoregion is that these plants are already well adapted to Kentucky's climate. Finally, seed-grown native plants increase the genetic diversity and resilience of our planted landscapes.

As part of our proposal, we request funding for the travel expenses associated with the collection of native seed from Kentucky natural areas.

Tree Maintenance

The Arboretum is the home of over 3,500 woody plants, and is a living library for students, researchers, and visitors alike. With this proposal we are requesting funding to pay for 2 internship positions in 2025 and 2026. These interns will learn proper tree care and will work with Arboretum staff and volunteers to grow, plant, mulch, water, and prune both the newly planted trees and the hundreds of pre-existing at The Arboretum. They will gain valuable hands-on experience working with trees, while making sure that newly planted additions are provided with the best possible start.

Education and Interpretation

All woody plants in The Arboretum's collection are labeled with an accession tag that contains species information and a unique identifying number. Some trees also include more descriptive labels or larger labels on stakes, which help visitors identify trees in the collection. With this proposal, we propose the manufacture and installation of 350 new interpretative plant labels on trees across The Arboretum. With this, the goal is to educate visitors about trees and instill in them an appreciation for nature and our urban forest.

Finally, we plan to incorporate an educational component which would allow The Arboretum to annually host a free Community Tree Event for the public during Tree Week. This would educate attendees about tree care, tree pests and diseases, and other tree-related topics.

Community Objectives

- Protect and enhance The Arboretum's tree canopy, an important recreational and educational resource for our community.
- Educate the public about trees and their environmental benefits.
- Instill an appreciation for nature and our urban forest in Arboretum visitors of all ages and walks of life.
- Grow and distribute native trees and shrubs for the expansion of Lexington's tree canopy outside of The Arboretum.

Major Goals

- Expand The Arboretum's tree canopy and increase the diversity of tree species on The Arboretum's grounds.
    - Plant at least 230 trees on The Arboretum's grounds – at least 100 of these plants will be wild collected, and native to Kentucky.
    - Propagate more than 100 additional native trees and shrubs for planting in public spaces within Lexington and/or distribution to the public.
- Protect and improve the health of the 230 new trees, and 500 of our established trees by

training, and employing student interns.

- Educate the public about different species of trees and shrubs through interpretive signage and plant labels.
    - Install 350 new plant labels for trees and shrubs across The Arboretum.
- Host a Community Tree Event during Tree Week to educate the public on tree and woody plant care, issues, and possibilities.
- Engage 35-40 volunteers in tree planting, maintenance, and propagation, to instill a sense of ownership and appreciation for our urban forest.

The Arboretum, State Botanical Garden of Kentucky
Lex Grow Trees Grant Application
Budget Justification

Project Title: Growing, Maintaining, and Interpreting The Arboretum's Tree Canopy

Principal Investigator: Jesse Dahl, Arboretum Grounds and Facilities Superintendent
Contact email: jesse.dahl3@uky.edu
Contact phone: 859-213-1639

Direct Costs

1. **Tree Maintenance**

Funding is requested to pay for 2 student internship positions during the growing season of years 2025 and 2026. These interns will learn proper tree care (pruning, planting, mulching, watering, labeling) and will gain experience by caring for and ensuring the long-term success of 230 new trees in The Arboretum's collection. The extra care at the beginning will help them adapt, and lead to trees that require minimal effort for decades to come. These student interns will also help with the pruning, mulching, and other forms of tree care for our 500 pre-existing trees at The Arboretum.

Expense Item	**Cost (Year 1)**	**(Year2)**
Grounds Superintendent (PI)	$1,606	$1,654
2 Student Interns	$17,317	$17,317
Intern Tools (saws, loppers, pruners, weed knifes)	$2,000	
Subtotal:	**20,923**	**$18,971**

230 trees will be planted, managed, and maintained by staff, interns, and volunteers with an additional 500 receiving yearly maintenance.

2. **Planting and Propagation**

Funding is requested to purchase 130 ball and burlap trees from regional nurseries for planting in The Arboretum's ornamental gardens. Funding for related travel expenses to collect seed from Kentucky natural areas in Fall 2025 and Fall 2026 is also requested.

Expense Item	**Cost (Year 1)**	**(Year 2)**
Grounds Superintendent (PI)	$1,606	$1,654

130 B&B or containerized trees (average cost of $250.00 each)	$17,000	$17,000
Travel expenses for seed collection (Fall 2025, Fall 2026)	$1,500	$1,500
Subtotal:	**$20,106**	**$20,154**

At least 200 native trees and shrubs will be propagated by the Arboretum from wild-collected seed gathered on the funded seed collection trips. Approximately 100 of these will be planted in The Arboretum and the remainder will be distributed to other public spaces and Fayette County residents in Lexington. These trees grown from wild collected seed will allow us to preserve and showcase native germplasm for tree conservation and research.

130 ball and burlap (B&B) trees will be sourced from regional nurseries and planted at The Arboretum – in cases where our target species are not available as B&B trees, we may select container-grown trees, or bare root trees for this planting project.

3. Interpretation and Education

Funding is requested to produce educational interpretive signage to be installed in all areas of The Arboretum. These descriptive labels would provide passive education to our 500,000+ visitors a year.

Financial support is requested to fund the cost of a yearly Community Tree Event during Tree Week. Funds would be used for tents and speaker fees. The Community Tree Event would be free to the public and be one location where we could spread our wild collected, native trees to the greater public. The focus of the event would be trees, tree issues, and would include tree plantings and tree walks.

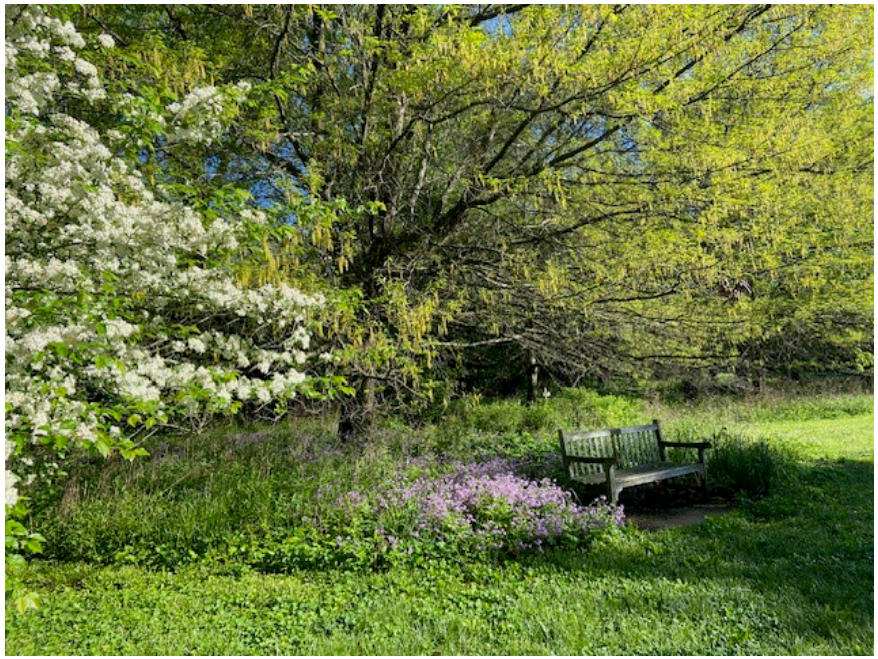
Expense Item	**Quantity**	**Unit Cost**	**Cost (year 1)**	**Cost (year 2)**
Grounds Superintendent (PI)			$1,605	$1,653
Descriptive labels for woody plants	350	$30	$5,250	$5,250
Community Tree Event			$1,000	$1,000
		Subtotal:	**$7,855**	**$7,903**

Summary of Direct Costs:

Category	**Cost**
Tree maintenance	$39,894
Tree Planting and Propagation	$40,260

Interpretation and Education	$15,758
Total Direct Costs:	**$95,912**

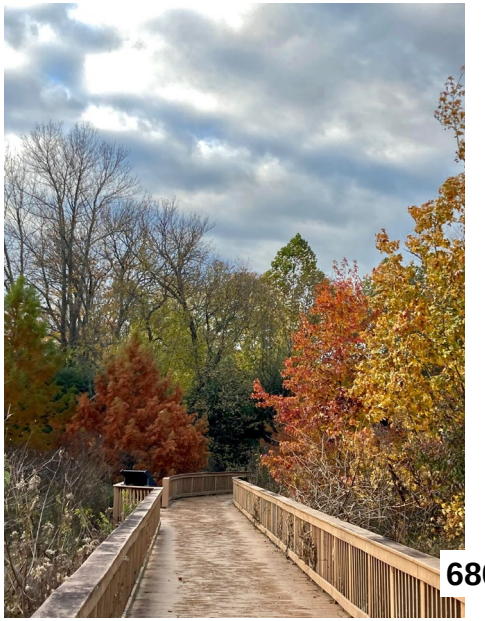
The Arboretum State Botanical Garden of Kentucky

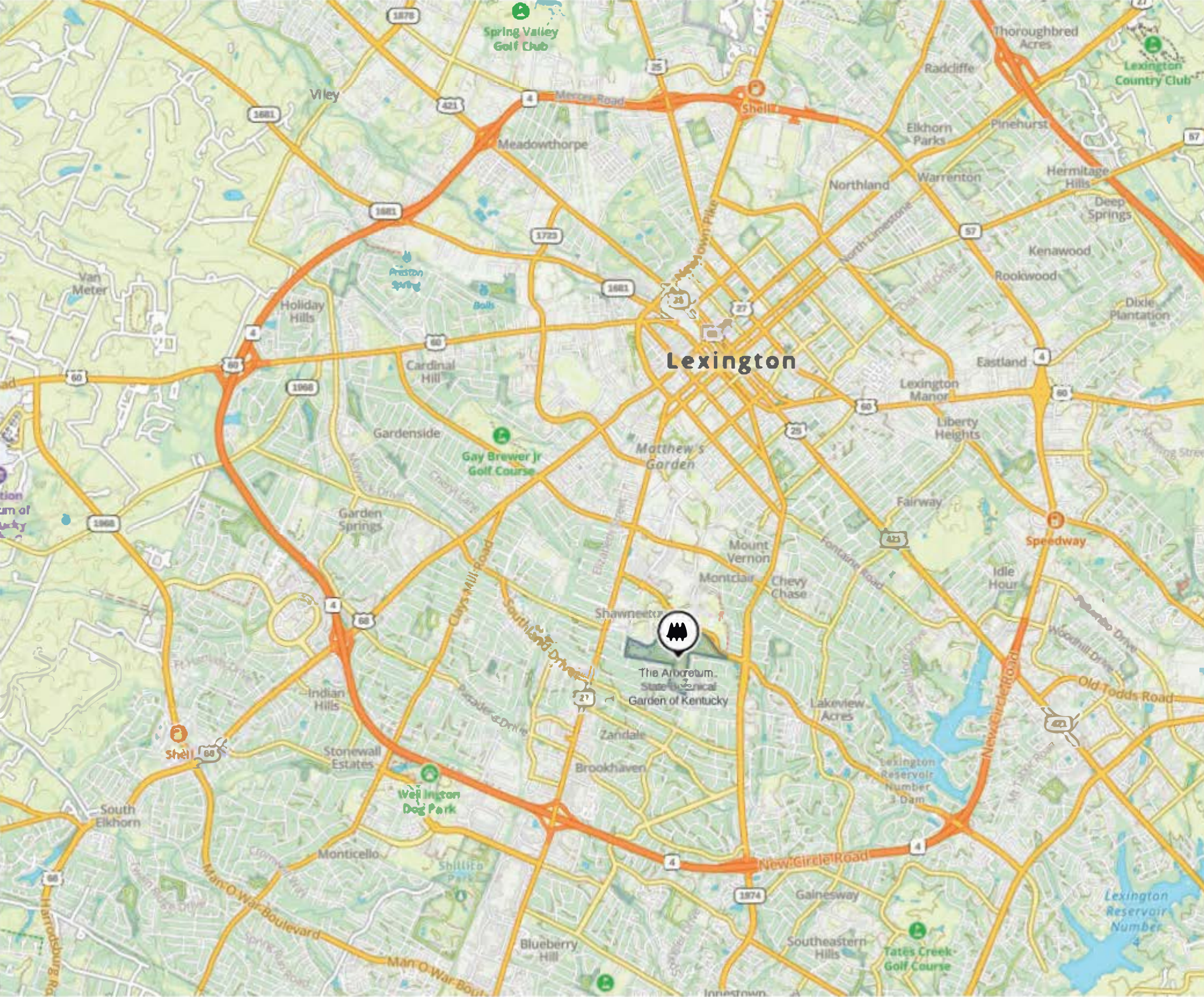











Spring Valley Golf Club
Viley
Meadowthorpe
Mercer Road
Shell
Thoroughbred Acres
Radcliffe
Lexington Country Club
Elkhorn Parks
Pinehurst
Northland
Warrenton
Hermitage Hills
Deep Springs
Kenawood
Rookwood
Dixie Plantation
Brown Pike
North Limestone
Van Meter
Holiday Hills
Balls
Cardinal Hill
Lexington
Eastland
Lexington Manor
Liberty Heights
Gardenside
Gay Brewer Jr Golf Course
Matthew's Garden
Fairway
Garden Springs
Mount Vernon
Montclair
Chevy Chase
Speedway
Idle Hour
Clays Mill Road
Southland Drive
Shawnee
The Arboretum, State Botanical Garden of Kentucky
Indian Hills
Lakeview Acres
Old Todds Road
Zandale
Stonewall Estates
Brookhaven
Wellington Dog Park
South Elkhorn
Monticello
Man O War Boulevard
New Circle Road
Gainesway
Lexington Reservoir Number 3 Dam
Lexington Reservoir Number 4
Blueberry Hill
Southeastern Hills
Tates Creek Golf Course


Cumberland Mountains
East
Knobs
West
Appalachian Plateau
Overflow Parking
Parking
Restrooms
Kentucky Children's Garden
(see separate brochure)
Bluegrass
Picnic Area
Pennyrile
Visitor Center
Horticultural Gardens and Displays
(see reverse side)
Arboretum Woods
Shawnee Hills
Mississippi Embayment
N
Roadways
Shared-use Connectors
Paths
Walk Across Kentucky
~ 0.25 mile
Wetland Bridge
Secondary Paths
Garden Paths
Entrances
1 Alumni Drive
2 University Court
3 Shady Lane
4 Bellefonte Drive
Regional Features
① Trail of Pines
② Cane Break
③ Fallen Oak
④ Shawnee Hills Floodplain Forest
⑤ Mississippi Embayment Wetland
⑥ Shawnee Hills Meadow
⑦ Pennyrile Prairie

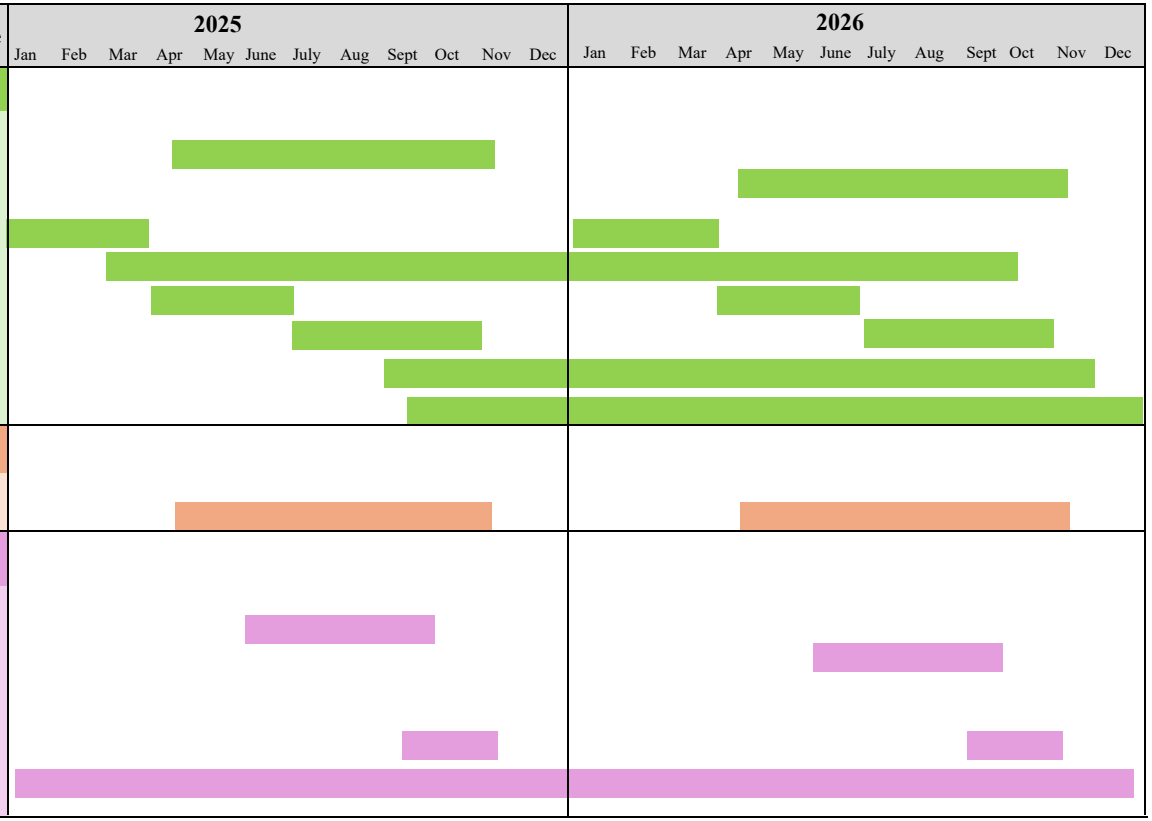
Growing, Maintaining, and Interpreting The Arboretum's Tree Canopy

The Arboretum, State Botanical Garden of Kentucky

Principal Investigator: Jesse Dahl, Arboretum Facilities and Grounds Superintendent
Email: jesse.dahl3@uky.edu
Phone: 859-213-1639

Project Timeline

Task	Start Date	End Date
Tree Planting and Propagation		
Planting 130 b&b or containerized trees in ornamental gardens	Jan-25	Oct-26
Plant first round of trees - approximately 65		
Plant second round of trees - approx. 65		
Native Tree & Shrub Propagation	Jan-25	Nov-26
Obtain permits for seed collection		
Collect native seed from natural areas, process seed		
Native plant propagation		
Nursery care and maintenance		
Planting native trees and shrubs in Arboretum		
Distribution of native trees and shrubs to community		
Tree Maintenance		
Tree Planting, Mulching, Watering, Pruning	Jan-25	Nov-26
Internships		
Education and Interpretation		
Plant labels and Interpretive Signs	Jan-25	Nov-26
Produce and install 175 plant labels		
Produce and install remaining 175 plant labels		
Community Tree Event and Volunteer Engagement	Jan-25	Nov-26
Host community tree event		
Engage volunteers with tree care, maintenanace		



Growing, Maintaining, and Interpreting The Arboretum's Tree Canopy
The Arboretum, State Botanical Garden of Kentucky

Target Planting List for Ornamental Gardens

Latin Name	Common Name
Abies balsamea	balsam fir
Abies koreana	Korean fir
Acer davidii	snakebark maple
Acer griseum x *maximowiczianum*	hybrid paperbark maple
Aesculus x *arnoldiana* 'Autumn Splendor'	Arnold buckeye
Acer psuedoplatanus 'Esk Sunset' Maple'	sycamore maple
Acer sieboldianum	Siebold maple
Asimina triloba 'Shenandoah', 'Allegheny', 'KSU Atwood', 'KSU Benson', 'NC-1', 'Potomac', 'Susquehanna', 'Wabash'	pawpaw
Amelanchier 'Rainbow Pillar', 'Robin Hill', 'Ballerina', 'Autumn Brillance'	serviceberry
Betula papyrifera 'Renaissance Oasis'	paper birch
Cercis canadensis 'Northern Lights', 'Midnight Express', 'Golden Falls', 'Caroline Sweetheart', 'Flame Thrower'	eastern redbud
Chionanthus retusus 'Tokyo Tower'	Chinese fringetree
Cercidiphyllum japonicum 'Claim Jumper'	Japanese katsura
Cornus florida 'Spring Grove', 'Cherokee Brave'	flowering dogwood
Cornus x. 'Rosy Teacups', 'Celestial Shadow', 'Scarlet Fire', 'Golden Shadows'	hybrid dogwood
Cornus kousa 'Blue Shadow', 'Snow Tower', 'Mandarin Jewel', 'Gold Star', 'Heart Throb'	Kousa dogwood
Cotinus 'Golden Spirit', 'Velveteeny', 'Young Lady'	smoketree
Corylus fargesii	Chinese hazelnut
Crataegus crus-galli var. *inermis* 'Crusader'	thornless cockspur hawthorn
Diospyros virginiana 'Golden Delight'	American persimmon
Gingko biloba 'Autumn Gold', 'Chi-Chi', 'Mariken', 'Troll', 'Autumn Gold'	gingko
Heptacodium miconiodes	seven-son flower
Ilex 'Buford', 'Meserve', 'Nellie Stevens', 'Dragon Lady'	holly hybrids
Larix kaempferi	Japanese larch
Liquidambar styraciflua 'Gold Beacon'	sweet gum
Magnolia 'Betty', 'Coral Lake', 'Lois', 'Sun Sprite', 'Daybreak', 'Yellow Lantern'	magnolia hybrids

Magnolia hypolueca magnolia	whitebark
Magnolia kobus	Kobushi magnolia
Magnolia virginiana 'Henry Hicks', 'Northern Belle', 'Sweet Thing'	sweetbay magnolia
Malus 'Dayton', 'Liberty', 'Spartan', 'Priscilla', 'Enterprise', 'Sundance'	apple
Malus 'Coralburst', 'Emerald Spire', 'Lancelot', 'Marilee', 'Perfect Purple', 'Raspberry Spear', 'Sparkling Sprite', 'Lollipop'	crabapple
Metasequioa glyptostroboides 'Species' 'Soul Fire'	dawn redwood
Nyssa sylvatica 'Tupelo Tower', 'Afterburner', 'Fire Starter', 'Forest Fire', 'Northern Splendour'	black gum
Ostrya virginiana 'Autumn treasure'	hop hornbeam
Parrotia persica, 'Species', 'Golden Belltower' Persian ironwood	
Parrotia subaquelis ironwood	Chinese
Pinus cembra	Swiss pine
Pinus flexilis	limber pine
Pinus heildrichii	Bosnian pine
Pinus peuce	Balkan pine
Prunus subhirtella 'Snowgoose'	winter-flowering cherry
Prunus 'Snow Fountains', 'Thundercloud', 'Pink Flair'	Snow Fountains weeping cherry
Quercus x *waryi* 'Nadler'	hybrid English oak
Sciadopitys verticillata	umbrella pine
Styrax japonicus snowball tree	Japanese
Sorbus rufoferruginea 'Longwood Sunset'	mountain-ash
Stewartia psuedocamelia stewartia	Japanese
Syringa 'Great Wall', 'Summer Storms', 'Snowdance'	tree lilac
Taxodium 'Chapel', 'Coy's Feathers', 'Gee Whiz', 'Green Feather', 'Green Whisper', 'Shawnee Brave'	bald cypress
Tilia cordata 'Greenspire'	little leaf linden
Tilia tomentosa 'Sterling'	silver linden
Thuja occidentalis 'Degroot's Spire', 'Emerald', 'Nigra', 'Sunkist', 'Yellow Ribbon', 'Elegantissima', 'Holmstrup', 'North Pole', 'Sunkist',	northern white cedar
Thuja plicata 'Can Can', 'Gelderland', 'Zebrina', 'Spring Grove', 'Fastigiata', 'Green Splendour'	western red cedar

**This is a target list only - exact species and cultivars planted may vary depending upon availability. B&B trees will be sourced whenever available - healthy container grown trees may be selected when healthy B&B trees are not available.

Growing, Maintaining, and Interpreting The Arboretum's Tree Canopy
The Arboretum, State Botanical Garden of Kentucky

Native Plant Target Species for Propagation

Latin Name	Common Name
Canopy Trees	
Carya laciniosa	shellbark hickory
Carya ovalis	red hickory
Carya pallida	sand hickory
*Halesia carolina**	Carolina silverbell
*Juglans cinerea**	white walnut
Magnolia acuminata	cucumber magnolia
Magnolia fraseri	Fraser's magnolia
*Magnolia pyramidata**	pyramid magnolia
*Nyssa aquatica**	water tupelo
Nyssa biflora	swamp tupelo
Pinus echinata	shortleaf pine
Populus deltoides	eastern cottonwood
Populus heterophylla	swamp cottonwood
Prunus spp.	native plums
Quercus falcata	Southern red oak
Quercus marilandica	blackjack oak
Quercus stellata	post oak
Understory Trees	
Aesculus pavia	red buckeye
Castanea pumila	dwarf chestnut
Chionanthus virginicus	American fringetree
Cornus alternifolia	alternate-leaf dogwood
Cotinus obovatus	American smoketree
Crataegus spp.	native hawthorns
Dirca palustris	leatherwood
Euonymus atropurpureus	wahoo
*Forestiera ligustrina**	upland privet
Ostrya virginiana	hop hornbeam
Ptelea trifoliata	hoptree
*Rhamnus lanceolata**	lance-leaved buckthorn

*State rare species - reserved for The Arboretum's collection.

**This list is intended to be an example of target species only. Exact species grown will depend upon seed availability, access, and propagation success.

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: University of Kentucky Research Foundation - Arboretum

Requested Grant Amount: $95,912.00

Project Elements:

1. Tree Planting and Propagation
2. Tree Maintenance
3. Education and Interpretation

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **92.5**.
- Approve the Grant Application for the **Partial** amount of **$86,134.00**.
- Approve the Grant Application with the following stipulations:
  1. Grant funds shall not be allocated to or used for the Expense Items listed as Grounds Superintendent (PI).

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 86,134.00

__✓__ The grant is approved with the following stipulations: see item 1 in the recommendation section above

_____The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____Other: _____

_____



Chairperson

12/20/24

Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

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.

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 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.

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). 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.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Andover Neighborhood Association, Inc.** (Hereinafter "Organization"), with the mailing address of 141 Prosperous Place, Suite 21B, Lexington, Kentucky 40509.

W I T N E S S E T H:

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 $100,000.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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

Andover Neighborhood Assoc
Organization Name (Printed)

BY: _____
Signature

PRESIDENT

Title

WITNESS SIGNATURE

JARED GIBSON

WITNESS PRINTED NAME

12/31/2024

DATE

4881-3166-5349, v. 1

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	November 25, 2024 3:20 pm
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	217.180.201.121
Unique ID:	1290944778

Lex Grow Trees Grant Application

Organization information

Name of organization	Andover Neighborhood Association, Inc.
Street address and zip code	141 Prosperous Place, Suite 21 40509
Email	jared@allpointsky.com
Phone	(859) 263-7681

Contact information

Contact person name	Jacqueline Long
Contact person title	ANA President
Contact person phone number	(859) 227-7755
Contact person email address	jacquelineslong1@gmail.com

Project information

Upload a PDF packet with the project narrative, scope of work and community objectives, or entirety of application (including budget, photos, map and letters of support).	https://drive.google.com/uc?id=1IYC8Gr-WvxKZ3lMuZPVms0mKsvuRXEbu&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156059812_ana_lexgrow_trees_application_narratives__final.pdf
Project start date	Feb 06, 2025
List milestone dates	2/23/2025;6/2025; 10/1/2025; 3/2026;
Expected completion date	May 01, 2026
Upload a document with the project budget and explanation, if not uploaded previously.	https://drive.google.com/uc?id=1zrE5397d-3Z8bfbmbrSPxTUWkdObSiY3&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060575_lex_grow_trees_budget.pdf
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	3700 Todds Rd, Lexington, KY 40509 Council District 7

Supplemental material

Combine and upload a minimum of three color photographs of the project area, if not uploaded previously.	https://drive.google.com/uc?id=1Ynh7gM6V2EmpqFKfgB8u7u89ewMInEBt&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060675_andover_site_pictures.pdf
Upload a map of the proposed project location, if not uploaded previously (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=1aCEnJ9awPFpPE2ZvGqmcr6x5hYJUTxCy&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060679_ana_maps_lexgrowtrees.pdf
Combine and upload any other supporting documents or letters of support, if not uploaded previously.	https://drive.google.com/uc?id=1tKSAP7MC5TMwL-PDdRag2xO3l9VePrU-&export=download&display=/1290944778AndoverNeighborhoodAssociationInc._156060885_ana_other_attachments_lexgrowtrees.pdf

Project Narrative

Overview

Andover Neighborhood Association, Inc. (ANA) is comprised of the communities of Andover Hill and The Villages of Andover with 750 homes (~ 2,250 residents) and a 55 acre greenspace (formerly Holes 11-17 of the Andover Golf Course). ANA is in District 7 along Todds Road near Man O War and I-75. ANA requests $100,000 in Lex Grow Trees funding, and proposes to provide 350 trees, educational programming, and maintenance of the trees installed in the neighborhood. The project will be managed by an environmental attorney and a professional grant administrator who are resident volunteers. The project itself is accessible to all residents of Andover Hill, Andover Forest HOA, and the Reserve through shared agreements for access (*increasing the reach to 4,000 area residents*). All community and educational activities proposed will be open to residents of these neighborhoods as well as community groups interested in the activities.

Background: ANA Greenspace Purchase & Restoration

In 2018, ANA residents recognized the environmental value of protecting the land and voted to preserve the 55 acre Greenspace (after the bankruptcy of the Andover Golf Course and Country Club). The purchase was funded by an assessment by lot and an annual fee for maintenance. Since the acquisition, ANA has focused on restoring waterways, ponds in the community, which directly flow into the city reservoir at Jacobson Park. ANA successfully completed two LFUCG Class B Infrastructure grants in 2020 and 2021 for bank stabilization, the creation of riparian buffer zones, installation of pervious concrete and provision of stormwater education. The major activities of these grants centered on correction of bank slopes and replacement of failed gabion baskets and replacement of a failed spillway, both incidents which had the potential of grave negative impact on waterways used both for recreation and drinking water supply for the City of Lexington. The successful completion of these grants not only illustrates the commitment of the ANA to preserve the Greenspace and waterways, but also provides the experience and capacity to conduct the proposed activities including the educational component.

ANA Strategic Focus on Trees

Since the property acquisition, the Andover Hill community met and used a facilitated process to create a strategic plan for the greenspace. The community prioritized removing diseased and dying trees and adding riparian zones with trees and plants to reduce erosion of the streams and ponds embankments. Trees are essential to slowing stormwater and providing erosion control which helps reduce sediment into waterways and ponds.

ANA is in Council District 7, which received an overall grade of D on the Urban Tree Canopy Report Card. The criteria grades include Ds in the Current Canopy and Potential Canopy categories, and Fs in the Stormwater Control and Heat Mitigation Categories. The proposed project will address all of these categories by increasing the canopy with the installation of trees, improving stormwater control by installing trees in already established riparian areas and in FEMA designated flood plain areas, and providing heat mitigation by increasing the tree canopy through the installation of new trees.

ANA has focused on replacing Bradford Pears and Ash trees in the neighborhood street islands and Greenspace. ANA engaged Bill Henkel (Sr Landscape Architect) to design Todds Road Entrance Plan and Greenspace Master Tree Plan for adding native trees to be throughout the greenspace (see attachments). In implementation of the entrance plan, ANA recently removed several White Pine and installed 69 new trees along with several shrubs. Another tree initiative utilized the Neighborhood Action Match Grant Program and ANA Reserves to assist homeowners with removing and replacing dead or dying Ash trees impacted by the Emerald Ash Borer. Since the program started ANA has removed/replaced 82 trees. ANA has begun installation of trees on the Greenspace from the Master Tree Plan, but only a few have been installed due to budget restrictions. ANA aligned with Trees Lexington for the installation of saplings in a riparian pond area on the Greenspace.

ANA Focus on Community Education & Research

ANA has a history of collaboration and creating an environment with its Greenspace to provide a living lab for educational institutions and community groups. In 2019, ANA was selected for University of Kentucky Design Week activities where 80 students provided creative ideas for the

naturalization of the former golf course. Other community educational projects include Boy Scout troop installation of bird houses and installation of owl boxes by neighborhood volunteers.

This year UK Entomology Department began a research study to determine if flowering shrubs planted below scale-infested honey locust trees might provide sustainable method to protect tree health by attracting pollinators that would eat the scale from the tree. The results thus far are positive, and they expect to collect two additional seasons of data (see attached report). There is an interest in additional flowering shrub planting areas to determine if pollinators can provide natural pest control for trees.

Another exciting project involves the University of Kentucky Department of Forestry. Dr Jian Yang is planning to test new drone technology on the Andover Greenspace. Drones would be used to fly over new trees planted to capture & store GIS location and tree species information. Tree data collected could be shared with the city for ESRI tree inventory data and monitoring.

As described in the following sections, ANA will provide a project that provides and installs trees, provides for maintenance of the trees through contracts, volunteers and tree stewardship, and also provides community education.

Scope of Work

ANA proposes a scope of work that will include the installation of 350 trees throughout its Greenspace. In preparation for installation, within 14 days of grant agreement and release of funds, ANA will request cost estimates from no less than 3 vendors to ensure that costs are reasonable. For the purposes of this application and budgeting, ANA has sought out cost estimates from qualified vendors, but a final procurement process will take place to ensure the best pricing, most qualified vendor, and most favorable terms. Additionally, within 14 days of release of funds, ANA will seat a tree committee that will include the Board Appointed Grant Lead, Mary Ellen Hogan. Ms. Hogan is an attorney practicing in the area of environmental law. She also has a Masters Degree in Biology. As part of her graduate thesis work, she participated in numerous field studies of coal mine reclamation and wetland biology including tree identification. She is a certified ISO 140001 auditor, so she understands audit processes and procedures. Additionally, ANA community member, Carri Lucier will be a part of the committee.

Ms. Lucier is a Field Technician with Trees Lexington and will lend her passion and expertise to the project. Ms. Lucier will ensure that trees are installed correctly and will assist with community education on tree stewardship. She has been involved with Trees Lexington since 2019 and completed the Tree Steward course in 2021. Board President, Jacqueline Long, a professional federal grant administrator will also lend her grant expertise to the committee and assist with grant administration. Other members of the committee will include ANA Board Members and Andover Hill community members/volunteers.

Within 30 days of release of funds, the tree committee will work with tree experts including Bill Henkel, a senior landscape architect, to select appropriate sites for installation. The existing tree plan will be considered in the selection process, but species may also be selected for installation in areas for maximum impact on erosion and water quality. The group and community volunteers will collect soil samples for testing by the Fayette County Extension Office to ensure that soil quality and tree species are matched before final tree selection. Weather permitting, soil sampling will begin within 60 days of release of funds. This will ensure optimal chances of tree survival. Once sites and species are selected, the tree vendor will be engaged for purchase and installation of the selected trees.

The Tree Committee will also plan two community tree installation events in conjunction with Trees Lexington. The purchase of trees from Trees Lexington has been provided in the budget, including the cost of auguring the holes. Community volunteers will install the trees in the holes prepared by Trees Lexington. These events will be planned for fall 2025. Additionally, the installation by selected tree vendor will be in fall 2025.

The ANA Board will purchase signage to be installed on the greenspace to recognize the funding by Lex Grow Trees as well as provide educational information regarding the trees and their benefits. The ANA Board will work with both Ms. Hogan and Ms. Lucier to ensure the quality educational impact of the signage. Signage will be placed prior to end of grant activities in March 2026.

At least 2 additional community educational events will be planned. These events will focus on tree stewardship and provide information on tree maintenance and care as well as the importance of the tree installations and the impact on the environment and water quality. The programming

will also encourage community members to install trees on their own properties to further increase the canopy. Program planning will begin within 3 months of release of funds, with the first community education event to be held by June 2025.

Finally, a Tree Maintenance Plan will be developed by the ANA Board with the input of both Ms. Hogan and Ms. Lucier. This plan will provide dates and tasks for the tree vendor to provide mulch, water, pruning, etc. It will also include a plan for involvement of community volunteers with the maintenance of the trees and set out a schedule of community meetings to be held at least quarterly to provide educational materials and programming and engage volunteers in tree care tasks. The tree maintenance plan will be completed within 8 months of the release of funds.

Evaluation of the success of the program will be through data collected during the course of the program. ANA Board Members will collect information on the number of volunteers taking place in each activity through sign in sheets. It will further log the location, date of planting, for each tree, including the species. ANA will also retain information from the soil sampling and will map the different samples taken and log the results. ANA proposes the following measurable outcomes:

- 350 Trees installed on the Andover Hill Greenspace
    - 20 volunteers to be engaged in the planting of trees on the greenspace.
- 2 Educational events held for the community
    - Train 20 people in the principles of tree stewardship
    - Train 40 people in the importance of trees, especially in control of erosion for water quality and also for heat mitigation.
    - Installation of 4 signs that provides tree-related educational information
    - Email blasts and Facebook posts with tree related educational information to 750 ANA member households
- Tree Maintenance Plan created

Additional Outcomes:

- Slowed erosion over time along the banks of the waterways and ponds
- Increased water absorption in the FEMA floodplains located on the Greenspace

- Increased water quality over time in the LFUCG-monitored pond on the Greenspace (former hole 16) which flows directly into Jacobson Park

Program Sustainability

The Tree Maintenance Plan will be a component of program sustainability and guide maintenance activities. The ANA collects annual dues for the association, maintenance fees for the greenspace, and a purchase assessment for new purchasers in the community. Through these funds for hiring landscape/tree professionals, as well as with community volunteers, an engaged board of directors, and professional community management, ANA will sustain and maintain the tree program after completion of grant activities.

Community Objectives

- Increase the tree canopy in Lexington District 7
- Shade or screen areas of 2.6 miles of impervious pavement (cart path/walkways) to reduce heat radiating back into the environment
- Reduce stormwater runoff and erosion by installation of trees near ponds and sloped areas that increase runoff
- Reduce severity of flooding by installing trees in FEMA designated floodplains
- Reduce erosion on banks of waterways and ponds
- Reduce rate of sediment build up in waterways and ponds through reduction in erosion and slowing the speed of water during flooding
- Engage residents in training and volunteer opportunities to create increased tree stewardship and awareness throughout the community through in person trainings and dissemination of educational materials
- Develop and share GIS tree data with LFUCG on new trees planted in community through partnership with the University of Kentucky's drone mapping project.
- Install signage that recognizes the contribution of Lex Grow Trees and provides educational information

Project Schedule

Milestone Date	Activity
January 23, 2025	Council Grant Approval
February 6, 2025	**Project begins**/ Procure Vendor
February 23, 2025	Begin Site Selection
March 23, 2025	Begin Soil Sampling
June 2025	Community Education events begin
July 2025	Maintenance Plan Complete
October 1, 2025	Tree purchase and Installation by Vendor
October 15, 2025	Trees Lexington/Community Tree Install
November 15, 2025	Trees Lexington/Community Tree Install
March 2026	Signage Installed
May 1, 2026	**Project Closeout**

Project Partners and Tree Experts

ANA has either partnered with in the past or will call upon the following to inform the progress of the project:

Partner/Advisor	Affiliation
Carri Lucier	ANA resident/member and Field Technician for Trees Lexington
Bill Henkel	Sr. Landscape Architect
Dr. Jian Yang	UK Dept. of Forestry
Preston Worley	District 7 Councilman (will reach out to new council person, when they take office)
David Leonard	Arborist, Trees Lexington
Dr. Caleb Wilson and Zoe York	University of KY Department of Entomology
Carolina Sequra Bell	University of Kentucky-Dept. of Landscape Architecture
Chris Wiedamann	Urban and Community Forestry Program Coordinator/KY Dept. of Forestry
Sarah Ward	FCCD-Fayette County Conservation District
Dr. Travis Shaddox	University of Kentucky – Turf Grass Extension Specialist
Dr. Amanda Gumbert	University of Kentucky – Water Quality Specialist

Andover Neighborhood Association
Lex Grow Trees Budget

Trees/Items	Tree Size	Per Item Cost	Installation Cost	Quantity	Total
Tree Purchase - Vendor TBD	1.75"	$400	included	225	$90,000.00
Tree Purchase - Trees Lexington	3 Gallon	$32	$30	125	$7,750.00
			Subtotal	**350**	**$97,750.00**
Tree Maintenance *- Vendor TBD	***To be provided in-kind by ANA funds**				$7,750.00
Trees Lexington Workshop**	Education on tree care & maintenance	$120		1	$120.00
**$70 of this will be provided in-kind through ANA funds					
Trees Lexington - Tree Planting Day	Delivery/site & species selection	$1,000		1	$1,000.00
Instant Signs/Resolute	Education signage and installation	$300	included	4	$1,200.00
			Subtotal		**$10,070.00**
			TOTAL PROJECT		**$107,820.00**
			less ANA Contribution - In Kind		-$7,820.00
			GRANT TOTAL		**$100,000.00**

Tree Purchase - ANA will use 2 tree vendors, one to be procured and the other will be Trees Lexington. 225 Trees will be purchased and installed by a vendor, and 125 trees will be purchased from Trees Lexington and installed by community volunteers. Trees Lexington will also auger the holes at the sites and be engaged for assistance site selection and species selection. A vendor for tree maintenance which will include mulch, pruning and watering in times of drought will be selected and the fees for their services will be paid by ANA by its general funds. Funds have also been reserved for assistance by Trees Lexington with a Community Education event. Additionally, funds have been reserved in the budget for 4 signs to be created and installed to provide additional education regarding trees.



Andover Neighborhood Site Pictures









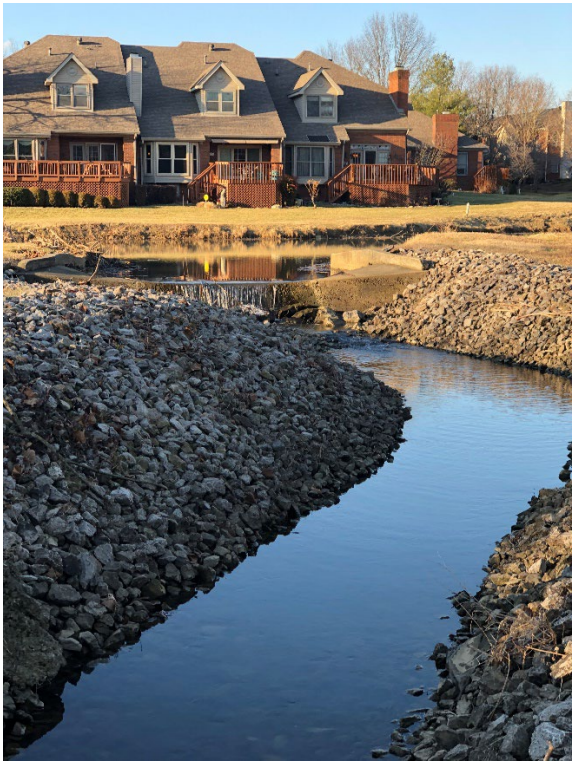






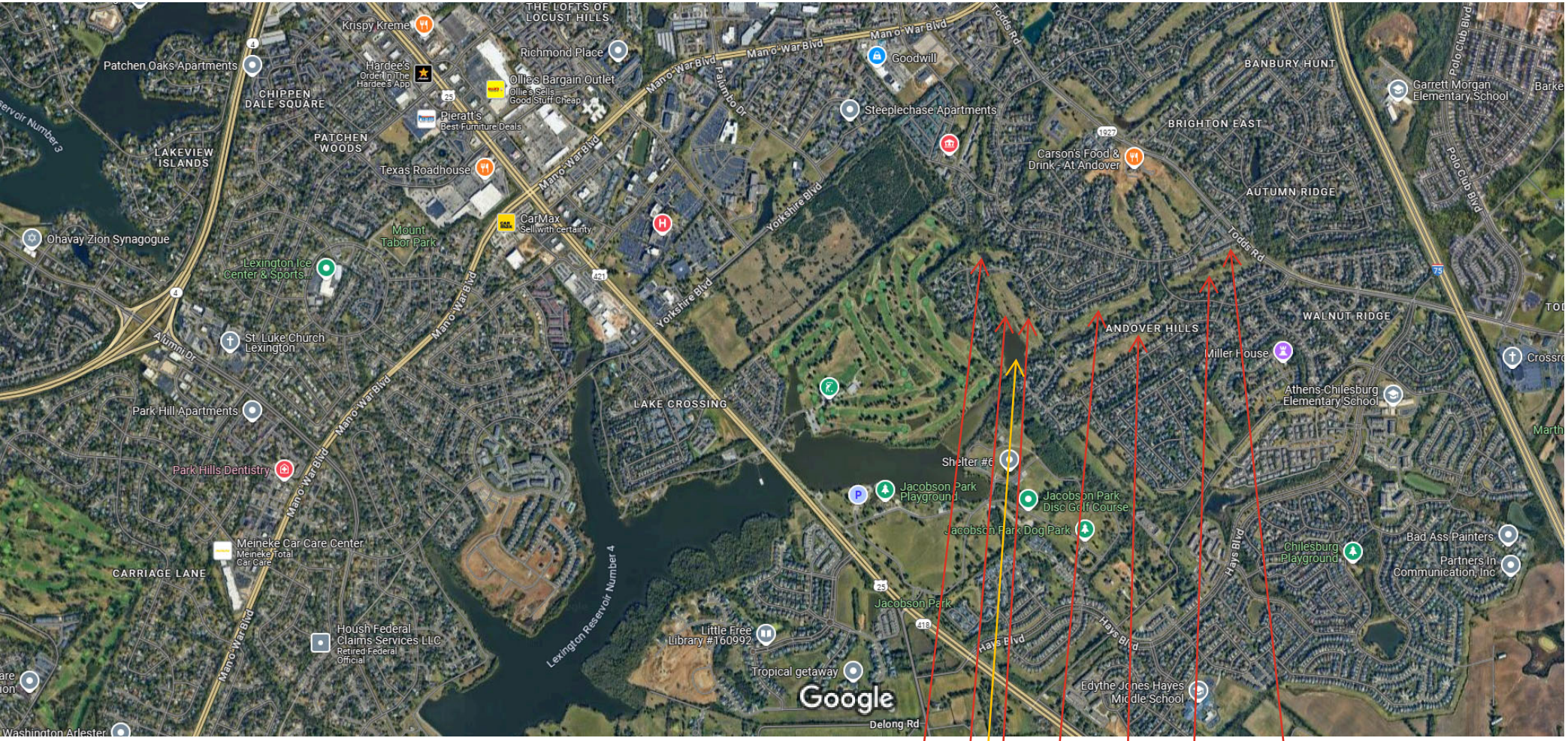






Google Maps

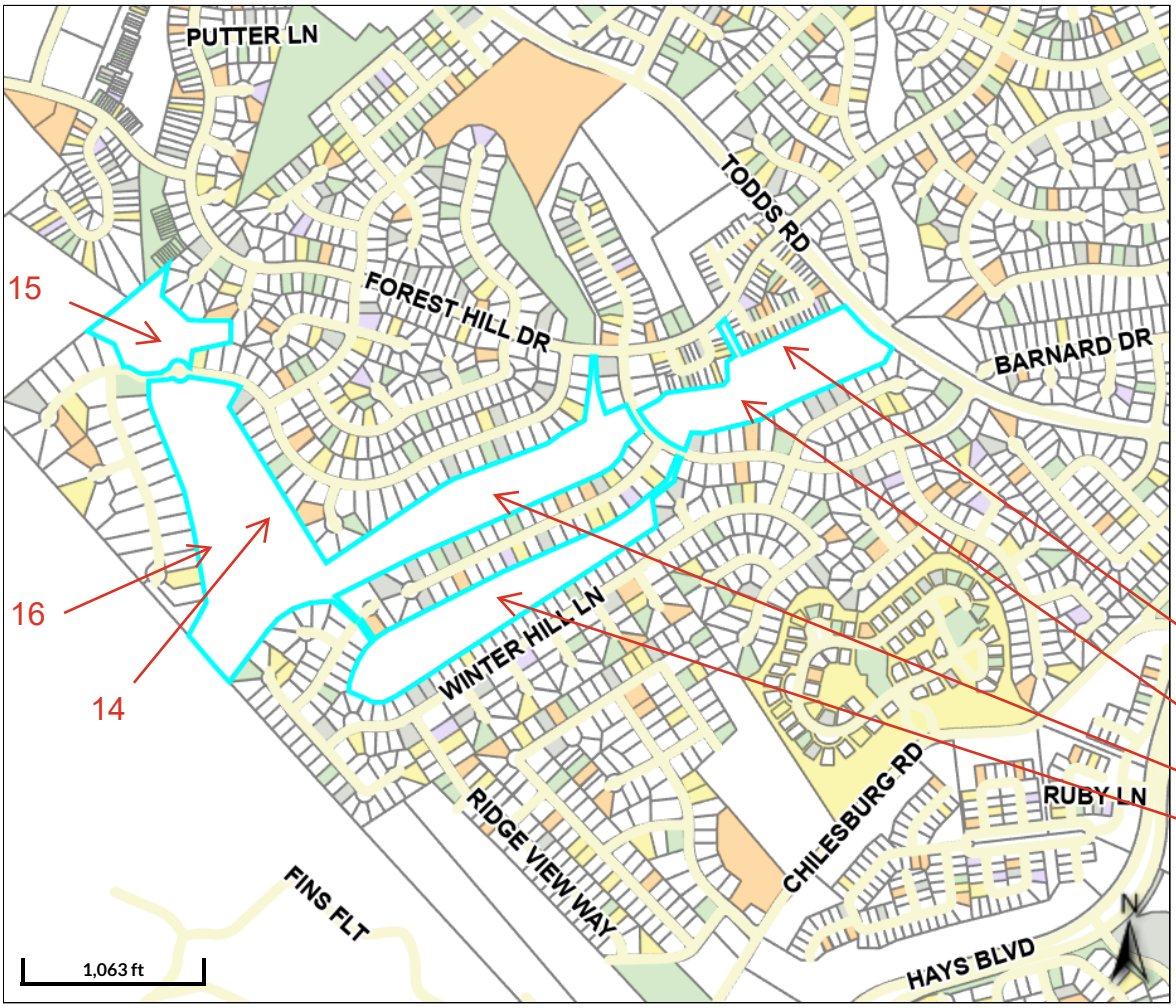
3700 Todds Road Andover Neighborhood Association Property

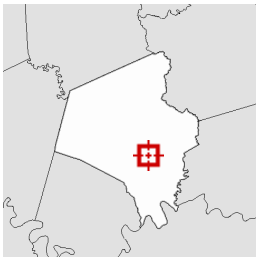


Numbers indicate hole numbers from former golf course

Pond that is monitored for water quality by LFUCG

FAYETTE COUNTY, KENTUCKY
Property Valuation Administrator
David O'Neill, PVA





Parcel ID	38276830	**Physical Address**	3700 TODDS RD	**Fair Cash Value**	$0	**Last 2 Sales**			
						Date	**Price**	**Reason**	**Qual**
Class Code	R	**Owner**	ANDOVER NEIGHBORHOOD ASSOCIATION INC	**Agricultural Land Value**	$0	8/3/2018	$700000	1ST SALE AFTER	U
Taxing District	03		C/O ALL POINTS COMMUNITY MNGMT LLC	**Agricultural Total Value**	$0			FORECLOSURE	
Acres	59.82		141 PROSPEROUS PL STE 21B LEXINGTON KY 40509	**Taxable Value**	$0	5/24/2017	0	NEW ACCOUNT	U

Date created: 4/21/2024
Last Data Uploaded: 4/20/2024 6:41:08 PM

Developed by Schneider GEOSPATIAL

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Andover Neighborhood Association, Inc.

Requested Grant Amount: $100,000.00

Project Elements:

1. Planting 350 Trees
2. Two Educational Events, including one training session on Tree Stewardship
3. Creation of a Tree Maintenance Plan

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **95**.
- Approve the Grant Application for the **Full** amount of **$100,000.00**.
- Approve the Grant Application with the following stipulations:
  1. Applicant shall retain trees through maturity. Should the property be developed in the future, applicant shall provide commensurate canopy coverage within the HOA to compensate for all tree canopy lost during and through the development process.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 100,000.00

__✓__ The grant is approved with the following stipulations: see item 1 in the recommendation section above

_____The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____Other: _____

_____

_____ 12-19-2024

Chairperson Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

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.

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 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.

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). 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.

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Beaver Creek Hydrology, LLC** (Hereinafter "Organization"), with the mailing address of 2516 Sandersville Road, Lexington, Kentucky 40511.

W I T N E S S E T H:

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 $80,000.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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

Beaver Creek Hydrology
Organization Name (Printed)

BY: _____
Signature

President
Title

Nina Schuetz
Signature

Nina Schuetz
Name

1/3/25
Date

EXHIBIT A

ORGANIZATION'S APPLICATION

Form Name:	Lex Grow Trees Grant Application
Submission Time:	November 25, 2024 10:00 am
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	199.168.72.26
Unique ID:	1290797818

Lex Grow Trees Grant Application

Organization information

Name of organization	Beaver Creek Hydrology
Street address and zip code	2516 Sandersville Rd. 40511
Email	leslie@beavercreekhydrology.com
Phone	(270) 860-3836

Contact information

Contact person name	Case Davis
Contact person title	President
Contact person phone number	(615) 491-1967
Contact person email address	case@beavercreekhydrology.com

Project information

Upload a PDF packet with the project narrative, scope of work and community objectives, or entirety of application (including budget, photos, map and letters of support).	https://drive.google.com/uc?id=1HiKqWjsE6xzrvs0In0UU3KX1VD9Q6auf&export=download&display=/1290797818BeaverCreekHydrology_156059812_bch.lex_grow_full_proposal.pdf
Project start date	Mar 12, 2025
List milestone dates	March 2025: Tree Planting; April 2025: Educational Signs installed; May 2025: educational programs scheduled; Through 2025: Maintenance
Expected completion date	Mar 12, 2026
Are you willing to accept partial funding?	Yes

List the address/addresses and Council District where the project is located. Find the Council District at lexingtonky.gov.	Project Location: 2516 Sandersville Rd. Lexington KY 40511 District 2

Supplemental material

Combine and upload a minimum of three color photographs of the project area, if not uploaded previously.	https://drive.google.com/uc?id=1b9TmjR0ciEfIYO5STlyagc6RqQ2jLVQd&export=download&display=/1290797818BeaverCreekHydrology_156060675_bch.attachment_1.pdf
Upload a map of the proposed project location, if not uploaded previously (this can be a screenshot of a map but the project site must be identified).	https://drive.google.com/uc?id=16hLfZuKF6iQkfcj7hNaWLkXPSJjM6vCq&export=download&display=/1290797818BeaverCreekHydrology_156060679_bch._attachment_2.pdf
Combine and upload any other supporting documents or letters of support, if not uploaded previously.	https://drive.google.com/uc?id=1IOYvIHYyCv4XLLmqWCc5VI_i2daxIuYT&export=download&display=/1290797818BeaverCreekHydrology_156060885_bch.attachment_3.pdf

Beaver Creek Hydrology Revegetation Plan



Prepared for:

Lex Grow Trees
Lexington Fayette Urban County Government

Prepared by:

Beaver Creek Hydrology, LLC.
2516 Sandersville Road
Lexington, KY 40511

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Attachment 1: Existing Conditions Photographs

Attachment 2: Revegetation Design Specifications

Attachment 3: Collaborator Support

1. ORGANIZATION INFORMATION

Beaver Creek Hydrology (BCH) is an environmental engineering consulting firm based in Lexington, KY. Founded in 2006 by Brian Belcher, PhD, PE and Case Davis, PE, our group includes a range of engineering, ecological and geospatial experts. BCH has developed a reputation for high-quality engineering and ecological restoration work in stream and wetland habitats across the nation, including local waterways in Kentucky.

Our projects are focused on the restoration of stream and wetland habitats, including the adjacent riparian floodplain and upland forest systems. BCH is responsible for identifying and assessing degraded landscapes on a watershed-scale. Our team's experts then design both the stream and wetland features, as well as the revegetation plans to restore the landscape and set the stage for natural successional and long-term ecological health. BCH ensures not only the quality of our restoration projects, but also the long-term maintenance and viability of both the restored waterways and surrounding vegetative landscape. We focus on restoring these degraded watersheds to create healthy and resilient habitats. Our team has a reputation and proud history of successful restoration projects, and we fully intend to give the same attention to the ecological improvements in our own backyard.

Our team has experienced significant growth, doubling in employee size in the past five years. Due to this exponential growth, we moved into a new office location at 2516 Sandersville Road Lexington, KY 40511 (located in Council District 2) in early 2020. The property has a stream at the southern edge that we regularly utilize for internal and external training and education purposes.

2. CONTACT INFORMATION

Name: Case Davis, PE

Title: President Beaver Creek Hydrology

Phone: (615) 491-1967

Email: case@beavercreekhydrology.com

3. PROJECT NARRATIVE

The BCH office is located on a 3.7-acre property in northwest Lexington, see **Attachment 1** for photographs. The area is quickly developing, with new housing developments and shopping areas currently under construction. The scant existing canopy cover is under further threat from development, as it in other parts of the district.

The goal of our proposal is to increase the scale and health of the existing forested area on BCH property. Through this goal we aim to create a more sustainable and native environment to increase the health of the waterway on our property, and its downstream drainages. We also aim to improve the knowledge of native tree species selection, growth and identification throughout seasonal changes for our BCH employees and community of restoration partners. Finally, we aim to promote community outreach and collaborate with educational partners to provide space and resources for teaching the importance of native trees for urban waterways and the general public.

3.1 Scope of Work

The primary goal of the proposal is to implement a revegetation design plan to increase the native canopy cover on the BCH office property that will have a positive impact for our BCH community, restoration partners, educational partners, our District 2 community and the Lexington public. To meet this goal, we describe the scope of work that are reflective of the Lex Grow Trees grant initiative objectives.

Objective 1: Tree Planting. Through the design and implementation of the revegetation plan, we aim to increase the scale and health of the existing tree canopy on the BCH property. Our revegetation plan consists of the additional of native tree species along the stream on property, as well as the outward-facing areas along Sandersville Rd to allow for maximum public access and benefits.

Objective 2: Tree Education. The revegetation plan will include informational signs and tree species markers to provide educational opportunities for our internal employees and their families, partners in the restoration industry, partners in the educational community, and the public in general.

Objective 3: Tree Maintenance. The revegetation plan will include a maintenance component to ensure long-term health and success of the planted community. This will also allow for educational opportunities in describing common tree health tools and the science of the restoration field.

Objective 1: Tree Planting

What—The revegetation plan, which includes a plan for species selection and placement of native trees, was completed in partnership with **Inside Out Landscaping Design (Inside Out)**. The team at Inside Out are focused on creating "functional outdoor spaces using eco-ethical landscaping practices and techniques". The group is focused on designing and installing personalized landscapes using "ecologically responsible practices to improve the outdoor spaces" of their clients. See **Attachment 2** for exact plans and species quantities. See **Attachment 3** for a letter of support from Inside Out.

Where—The revegetation plan designed by Inside Out includes a variety of native tree species that are ecologically relevant to our property's soil, light and water levels. The revegetation plan extends the current landscape in our backyard property to the stream at the back of the property, as well as to the north and west to cover our property that is viewable from Sandersville Road.

Why—Our intent with the revegetation plan is to increase the tree canopy coverage for our property, including the waterway and the public facing areas. Increased canopy cover provided by native trees can increase the overall health of our landscape and citizens by cleaning our air and waterways, and providing shade to reduce the temperature of both waterways and public areas including sidewalks. Native tree canopy can also provide more habitat for a diverse set of wildlife as well as create a buffer against extreme weather.

Who—The revegetation plan will be implanted during an ideal time of the year, most likely in the spring of 2024, depending on grant funding notification. The Inside Out team will install the trees, following the LFUCG's Planting Manual.

Objective 2: Tree Education

What—As part of our revegetation and installation plan described in Objective 1, we aim to have an education component to increase knowledge and understanding of the importance of native tree canopy coverage. Our educational plan will include general tree knowledge, including identification, role in an ecosystem, and ecological requirements for optimum growth. We will also focus more broadly on the importance of native tree canopy cover, for both natural and urban landscapes. The educational plan will include informational markers on various tree species in the revegetation plan, and informational markers describing the larger benefits of tree canopy coverage. The plan will also include specific lesson plans and training opportunities described below for our intended audiences. All materials produced will be co-branded using the Lex Grow Trees branding.

Who—Our educational plans will be created in collaboration with several internal and external partners. The BCH team is comprised of both engineering trained professionals, and ecological experts. We aim to increase our internal cross-training by having **our ecology team** create lesson plans focused on their areas of expertise (i.e., native tree knowledge). Our ecology team is comprised of qualified professionals, experts in not only stream and wetland riparian planting, but also forestry and botany practices generally. We aim to use this opportunity to train our engineering team on species identification, ecology of tree species and importance to our riparian ecosystems. We believe this cross training will provide a unique opportunity for our entire team to gain a deeper understanding of our restoration practices.

Our external partners will help our team create lesson plans and provide educational opportunities for not only our internal community, but the larger public communities as well. We will partner with **Bluegrass Greensource (BGGS)**, a local non-profit organization focused on environmental education. The team at BGGS is focused on creating educational programming and resources to provide outreach that "inspires, equips and empowers Central Kentuckians with knowledge and tools to help ensure clean, healthy and enjoyable environments for future generations." We will partner with BGGS to provide a unique educational opportunity space for their long-standing program, Creek Days, which teaches students across Lexington the importance of streams and riparian vegetation. We will also partner with BGGS to create public-facing signage and informational markers to help educate our local community and general public on the importance of native tree canopy. See **Attachment 3** for a letter of support from BGGS.

Why—We aim to take advantage of this opportunity to provide our internal team and community of restoration professionals with a unique chance to view native tree growth throughout the year. We also are excited to partner with BGGS to create educational plans and materials for our District community and the general public to help guide a cultural shift in the understanding of trees for individuals, our economy, our community's social structure and our collective community's health. Our aim is to help the Lexington public, and our own District 2 community, address the equity challenges of access to the benefits of a healthy tree canopy.

Objective 3: Tree Maintenance

What—The revegetation plan includes a maintenance component that would ensure the long-term health and success of the planted community. This objective will focus on not only health of the newly planted trees, but also the limited extant trees on the property. Currently, the existing forested area on property, limited to the stream buffer area, has approximately 30% of the area containing Japanese honeysuckle (*Lonicera japonica*).

The maintenance plan will include invasive vegetation species treatment and removal to prevent further encroachment onto the property.

Who—Proper tree installation will help ensure the trees long-term health and success. The Inside Out team will provide adequate soil preparations and mulch rings as part of their installation plan. In addition, they will provide BCH with a "General Landscape Maintenance Guide" to help provide team members an outline of dos and don'ts for the newly planted trees. BCH team members will be responsible for following these guidelines to further ensure long-term health and survivorship of the planted trees.

BCH team members will also be responsible for invasive species removal. Control measures including mechanical removal (mowing, mulching) and chemical spray (commercially available Roundup Glyphosate) will be used on the existing areas of honeysuckle encroachment. Our team members have direct experience conducting, managing and reporting invasive species encroachment on our restoration project sites, and therefore have the required expertise to be responsible for the success of our own property.

Why—Our primary goal of the proposal is to increase the native canopy cover on the BCH office property. We recognize our role in ensuring that the installation of the native trees can have the maximum chance of survivorship. We also aim to increase our own knowledge of tree maintenance and care to better inform our own restoration projects, and draw parallels with the urban techniques of planting to our larger scale designs.

3.2 Community Objectives

Throughout our intended scope of work and three objectives, we have expressed our intention of ensuring maximum collaboration and partnerships. We wanted to highlight these partnerships to describe and convey our intention towards the first of the Lex Grow Trees area of focus, "Mobilization of Community and Neighborhood Tree Advocates and Stewards".

Internal BCH Community—We have highlighted activities that our ***internal BCH team*** will participate in as part of our proposal's objectives and scope of work. This includes a focus on the ecology team, made up of five individuals, as well as opportunities for our engineering and mapping team, made up of five individuals and the management team, made up of seven individuals. In addition to our team members, our extended community of partners, families and pets will be able to participate and take advantage of the revegetation plan and educational opportunities. **In total, an estimated 40 individuals will be reached from this community**.

Restoration Community—Our office is regularly used as a meeting location for our industry partners. Our own management team has started a non-profit entity, ***Kentucky Ecological Restoration Association (KERA)*** that hosts quarterly board meetings and larger audience at our office space. Members of KERA will be able to take advantage of our increased native tree canopy, as well as participate in the educational opportunities. KERA is currently made up of individuals from financial investment firms, nation-wide restoration groups and private consulting firms. Examples of these groups include ***Ecosystem Investment Partners*** who hosted their annual board member meeting at our office earlier in 2024. The meeting consisted of a full day at our office space, for approximately 50 individuals across the financial and environmental industry. Other groups that will benefit from our revegetation plan include ***Davey Mitigation Group***, a subsidiary of Davey Tree, ***Restoration Ecosystem Services***, and ***Water and Land Solutions***, all of whom regularly have projects in Kentucky. These groups have the financial capital to have a large influence in the restoration and environmental protection sectors. The funding provided by Lex Grow Trees can have therefore have a large influence on individuals capable of making remarkable changes in relevant fields and communities beyond Lexington, Ky.

We also regularly host meetings and events for our non-profit partners in the restoration community, including ***Kentucky Waterways Alliance*** and ***Ohio River Valley Institute***. We also have academic partners, including the ***University of Kentucky***, ***University of the Cumberlands***, and ***Western Kentucky University***. These partnerships have aims to host outreach events and meetings located on our campus and property and would therefore benefit from the implementation of the revegetation plan. With the installation of a native tree canopy, these groups will be able to not only learn about native trees and their importance to an urban environment, but also experience the benefits of trees for individuals, our community's social structure and the collective community health. **Between these individual groups and entities as part of our larger restoration community, a total estimated 120 individuals will be reached**.

Native Tree Advocates—BCH has partnered with Inside Out Landscaping Design, company to design and implement the revegetation plan. **Inside Out Landscape Design, LLC** has worked in the bluegrass region for 17 years, is a certified woman-owned business, is the only CPLD certified landscape designer in Kentucky, and has certified staff for installations. Award winning projects range from design and master plans to implementation and maintenance of all designs. The team is well versed in native and non-native, non-invasive plant materials that are appropriate for streetscapes, government buildings and commercial landscapes. The Inside Out team values first-class service, pride in craftsmanship, and ongoing education and is comprised of certified staff. The company specializes in all projects for landscape design and construction, and

maintaining those projects for governmental, commercial and residential clients. **In total, an estimated 10 individuals will be reached from this community**.

Education Partners—Our primary educational partner will be ***Bluegrass Greensource (BGGS)***. We aim to provide a space and setting for their stream and forest educational events. This upcoming spring we plan to host our second annual Creek Day event organized by BGGS for Sandersville Elementary. BGGS created a diverse set of lesson plans focused on the importance of urban waterways and native tree cover. We are excited to host Creek Day in 2025, with the newly installed revegetation plan, the student's experiences will only be heightened! **With this partnership, a total estimated 150 individuals will be reached.**

4. PROJECT DATES AND SCHEDULE

Project Phase	Expected Dates	Description
Start	March 2024	We began consulting with the Inside Out landscaping team to create a native tree canopy plan.
Objective 1: Revegetation Plan	Soil preparation Fall 2024. Tree Installation Spring 2025	The Inside Out team will provide necessary soil preparation and tree installation.
Objective 2: Education	Informational markers April 2025 Educational materials May 2025	The BCH team will provide species identification markers and tree ecology educational materials for internal use and for sharing with our restoration community. The Bluegrass Greensource team will provide informational markers and educational materials for our community and general public.
Objective 3: Maintenance	through 2025 and beyond	The BCH team will follow the Inside Out team's guidelines for tree maintenance up to one year post planting. The BCH team will conduct invasive species removal activities as needed in the future.
End	March 2026	The BCH team will create reports that will be generated describing success of objective implementation no more than 30 days after completion of the project. The total estimated individuals across our partnerships and community groups that will be impacted positively by our proposal is **320 direct individuals**. This does not take into account our larger public communities of District 2, including our neighbors and other local businesses as well as the larger Lexington public.

5. PROJECT BUDGET

Project Phase	Collaborators	Cost	Total
Objective 1: Tree Planting			$89,000
Revegetation Plan Design	Inside Out Landscaping Design	$12,000	
Tree Cost and Installation	Inside Out Landscaping Design	$77,000	
Objective 2: Tree Education			$2,000
Tree ID Markers	BCH Team	$1,000	
Educational Signs	Bluegrass Greensource	$1,000	
Lesson Plan—Tree Ecology	BCH Team	--	
Lesson Plan—Urban Stream Ecology	Bluegrass Greensouce	external grants	
Objective 3: Tree Maintenance			$1,000
Guidelines for Tree Maintenance	BCH Team	$500	
Invasive Species Removal	BCH Team	$500	
Neighborhood Stewards and Advocates			
Community Events	Bluegrass Greensource	external grants	
Financial Investment Opportunities	Ecosystem Investment Partners, etc	private capital	
TOTAL			**$92,000**

6. COUNCIL DISTRICT INFORMATION

The BCH office is located in Council District 2. From the Urban Tree Canopy Assessment and Report Cards with data from 2022, District 2 had the lowest amount of tree canopy cover at only 18%, well below the average canopy coverage of 25%. When evaluating census blocks, BCH is located in Block 210670037042. This block has an urban canopy coverage of 17%, again this is well below the average of the area of 25%. We believe that due to the relatively low canopy cover of this district, the office location provides a unique opportunity to improve the overall canopy cover for the district to improve its standing compared to other districts in Lexington.

ATTACHMENT 1: EXISTING CONDITION PHOTOGRAPHS



Facing the Courtyard.



Facing the Stream, the South Screen area.



Facing the West Screen area.



Sandersville Road to the left, North Screen Planting Area.

ATTACHMENT 2: REVEGETATION DESIGN SPECIFICIATIONS

The following tables contain the revegetation design specifications, including species and quantities to be planted. Attached are also design drawings provided by Inside Out Landscaping team detailing the specific areas intended for the revegetation plan. Areas that will be viewable to the general public include both the North Screen and North Screen Front (circled in purples) and the West Screen (dark orange).

Location	Trees Quantity
West Screen	40
North Screen	20
North Screen Front	20
South Screen	44
Courtyard	27
Other	24
TOTAL	175



Area	Common Name	Botanical Name	Quantity
West Screen-- culdesac area	AMERICAN HOLLY	*Ilex opaca*	5
	AMERICAN SENTRY LINDEN	*Tilia americana 'American Sentry'*	1
	BIGLEAF MAGNOLIA	*Magnolia macrophylla*	3
	BLACK CHERRY	*Prunus serotina*	1
	COLUMNAR JUNIPER	*Juniperus chinensis 'Hetzii Columnaris'*	5
	EASTERN RED CEDAR	*Juniperus virginiana*	3
	EASTERN REDBUD	*Cercis canadensis*	2
	GREEN GIANT ARBORVITAE	*Thuja x plicata 'Green Giant'*	3
	SILKY DOGWOOD	*Cornus amomum*	12
	SOUTHERN CRABAPPLE	*Malus angustifolia*	1
	SUGAR MAPLE	*Acer saccharum*	1
	SWEET BAY MAGNOLIA	*Magnolia virginiana*	2
	TULIP POPLAR	*Liriodendron tulipifera*	1
		TOTAL	**40**
North Screen-- corner on Sandersville	AMERICAN DREAM SWAMP WHITE OAK	*Quercus bicolor 'American Dream'*	3
	AMERICAN HOLLY	*Ilex opaca*	5
	COLUMNAR JUNIPER	*Juniperus chinensis 'Hetzii Columnaris'*	3
	COMMON WITCH HAZEL	*Hamamelis virginiana*	3
	EASTERN REDBUD	*Cercis canadensis*	3
	TUPELO	*Nyssa sylvatica*	3
		TOTAL	**20**
North Screen Front-- along Sandersville Rd.	BASIC EVERGREEN TREE 01	*Basic Evergreen Tree 01*	3
	DURA HEAT® RIVER BIRCH	*Betula nigra "Dura Heat"*	7
	EASTERN REDBUD	*Cercis canadensis*	5
	SILKY DOGWOOD	*Cornus ammonum*	5
		TOTAL	**20**
South Screen-- along stream	BLACK WILLOW	*Salix nigra*	10
	DURA HEAT® RIVER BIRCH	*Betula nigra "Dura Heat"*	5
	EASTERN REDBUD	*Cercis canadensis*	5
	HACKBERRY	*Celtis occidentalis*	3
	SMOOTH ALDER	*Alnus serrulata*	3
	NORTHERN RED OAK	*Quercus rubra*	5
	SPRING GROVE DOGWOOD	*Cornus florida "Spring Grove"*	8
	SWAMP WHITE OAK	*Quercus bicolor*	5
		TOTAL	**44**
Courtyard	AMERICAN HORNBEAM	*Carpinus caroliniana*	1
	AUTUMN BRILLIANCE® APPLE SERVICEBERRY	*Amelanchier x grandiflora 'Autumn Brilliance'*	1
	BASIC EVERGREEN TREE 01	*Basic Evergreen Tree 01*	1
	COMMON PERSIMMON	*Diospyros virginiana*	1
	COMMON WITCH HAZEL	*Hamamelis virginiana*	2
	DURA HEAT® RIVER BIRCH	*Betula nigra 'Dura Heat'*	7
	GREEN GIANT ARBORVITAE	*Thuja x plicata 'Green Giant'*	3
	SILKY DOGWOOD	*Cornus amomum*	6
	STANDING OVATION SERVICEBERRY	*Amelanchier alnifolia 'Standing Ovation'*	2
	SUGAR TYME™ CRABAPPLE	*Malus x 'Sutyzam' 'Sugar Tyme'*	1
	VALLEY FORGE ELM	*Ulmus americana 'Valley Forge'*	1
	WHITE FRINGE TREE	*Chionanthus virginicus*	1
		TOTAL	**27**
Other Areas-- along Sandersville Rd and east side of building	BLACK WILLOW	*Salix nigra*	1
	DURA HEAT® RIVER BIRCH	*Betula nigra 'Dura Heat'*	3
	EASTERN REDBUD	*Cercis canadensis*	6
	HACKBERRY	*Celtis occidentalis*	1
	HAZEL/SMOOTH ALDER	*Alnus serrulata*	1
	NORTHERN RED OAK	*Quercus rubra*	1
	SHUMARD OAK	*Quercus shumardii*	2
	SILKY DOGWOOD	*Cornus amomum*	3
	SPRING GROVE DOGWOOD	*Cornus florida 'Spring Grove'*	4
	SWAMP WHITE OAK	*Quercus bicolor*	2
		TOTAL	**24**

ATTACHMENT 3: COLLABORATOR SUPPORT

BLUEGRASS GREENSOURCE

1305 Germany Rd
Frankfort, KY 40601
bggreensource.org
P (859) 266 – 1572

November 22, 2024

To whom it may concern:

I am writing in support of Beaver Creek Hydrology's grant application for tree planting on their streamside property. Beaver Creek Hydrology has supported Bluegrass Greensource's youth environmental education programs for years, assisting with updates to the aquatic macroinvertebrate samples our educators use in lessons with students and, more recently, partnering with our staff to facilitate Creek Days for Lexington students. In the fall of 2023, Beaver Creek Hydrology hosted a Creek Day on their campus for 125 fourth graders from a nearby school, Sandersville Elementary. Their staff and Bluegrass Greensource (BGGS) educators led station activities for the students to support learning about water quality, erosion, habitats, and animal structures and functions. The Sandersville teachers, field trip chaperones, and students were thrilled with the opportunities for authentic learning and to become familiar with a variety of careers! Our teams are collaborating to coordinate another Creek Day in May 2025 for this year's fourth grade students from Sandersville, as well as additional educational programs.

The planting of native trees on Beaver Creek Hydrology's campus will enhance and expand the educational opportunities afforded to students. BGGS Creek Days include chemical testing, aquatic macroinvertebrate assessments, and habitat analysis. Additional trees along the stream at Beaver Creek Hydrology will improve the stream and riparian area, allowing students who participate in Creek Days there to learn about streamside buffers, water quality, and ecosystems on a deeper level. Additionally, BGGS educators are hopeful to incorporate additional learning experiences into Creek Days, particularly around the benefits of trees to water quality.

The Bluegrass Greensource staff appreciates Beaver Creek Hydrology's dedication to our programs, and we are excited to continue facilitating Creek Days for Lexington students over the coming years.

Sincerely,

Rachel Patton

Rachel Patton
Education Director

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APPLICANT

Owner: Andrea Wilson Mueller, CPLD

100 Old Georgetown Road,
Frankfort, KY 40601

Office phone: 502-695-7020

Emails:
andream@kentuckylandscapedesign.com
amandas@kentuckylandscapedesign.com
ryanb@kentuckylandscapedesign.com

Website:
http://www.kentuckylandscapedesign.com

ACCOLADES

- 2014 Total Landscape Care magazine Landscaper of the Year (National Award)
- 2014 PLANET Community Stewardship Award (National award)
- 2016 Frankfort Area Chamber of Commerce Business of the Year Award
- NALP Award of Excellence Gold, 2021
- (National award)
- APLD International Design Award Gold, 2021
- APLD International Design Award Silver, (2) 2021, 2020, (2) 2023
- Frankfort's Favorite Landscape Business (The State Journal) 2017-2023
- 2024 Wildly Synkd National Award

APLD = Association of Professional Landscape Designers
NALP = National Association of Landscape Professionals

COMMUNITY PROJECTS

- **Experience**

  Inside Out has worked with numerous businesses in Kentucky to successfully install and maintain commercial and governmental projects. Most recently, Inside Out worked with Peak Contracting to install and maintain all of the Second Street Corridor project in Frankfort, designs for LFUCG, as well as several design-build projects for DW Wilburn throughout Kentucky.

- **Community**

  Inside Out engages fully in their community and the communities they work in. Each year Inside Out Design chooses one or several community projects and focuses on environmental education for most projects. We are proud to serve our community and outreach for environmental causes to promote nature. From outdoor classrooms, to donated trees, to designs, we've collaborated with our community to build better relationships with nature. In addition to donating projects, Andrea has served on several boards and organizations, solely dedicated to the betterment of the community.

SERVICES + SKILLS

- **Landscape Design**
  - Master plans and designs
  - Consultations (for any service provided)
  - Sustainable, resilient and wildlife friendly design
- **Installation**
  - Landscape, lighting and hardscape construction
  - Landscape and specialty gardens focusing on native, wildlife, pollinator friendly plants
  - Drainage, rain gardens
- **Care**
  - Maintenance and landscape cleanup for projects we design and install or large estates, commercial properties we did not install
  - Invasive specie removal

CONFIDENTIAL

At Inside Out we design, install, and maintain. That means we know which plants work best in this area for a variety of applications, know current pricing, and how to take care of these landscapes so that they last a long time. We can provide design, accurate budgets for designs and maintenance plans, because we provide these every day to clients. Managing projects from start to finish gives us the insights necessary to create successful projects.

INSURANCE SUMMARY

Sturm Insurance Agency, Inc.
PO Box 5100
201 Capital Avenue
Frankfort, KY 40602
Agent: Chris Arnold

Commercial General Liability 0608588
$1,000,000 Each Occurrence
$1,000,000 Personal & Adv Injury
$2,000,000 General Aggregate

Commercial Auto Liability 0608588
$1,000,000 Combined Single Limit

Commercial Umbrella 0608588
$1,000,000 Each Occurrence

Kentucky AGC Self Insurers' Fund
Workers Compensation 20103
$4,500,000 Each Accident

CERTIFICATIONS

Kentucky Transportation Cabinet DBE
Expires 4/1/2025

Commonwealth of Kentucky Women's Business Enterprise
Expires 2/28/2025

Certified Professional Landscape Designer, Association of Professional Landscape Designer

Vectorworks Certified

Proven Winners Professional

ICPI Advanced Certified Installer

NCMA Advanced SRW Installer

PROFESSIONAL REFERENCES

● Connie Lemley, Farm to School Coord. Frankfort Independent Schools 502.382.1254	Frankfort High and Second Street playground designs
● Jeff Edwards, Senior Project Manager DW Wilburn 859.797.9375	Several State government buildings and Cumberland Mint, Cumberland Run
● Melanie VanHouten, Director Josephine Sculpture Park	Josephine Sculpture Park
● Chris Bauer, Senior Project Manager Pace Contracting 502.471.1157	Second Street Corridor Plantings

PROFESSIONAL ORGANIZATIONS

Inside Out Design is an active member of several professional organizations and/or certified by: Kentucky Nursery and Landscape Association, Association of Professional Landscape Designers, Homebuilders Association of Kentucky, Interlocking Concrete Pavement Institute, National Association of Landscape Professionals, The Kentucky Chamber of Commerce, and is also a Kentucky Woman Owned and Operated Enterprise.

CONFIDENTIAL

MEET INSIDE OUT LEADERSHIP

Meet our key team members for this project - certified, credentialed staff.



ANDREA MUELLER, CPLD

lead designer, owner
20 years experience as a landscape designer, only CPLD certified landscape designer in kentucky



RYAN BARKER

operations manager
certified kentucky nurseryman, 16 years experience in horticulture, nursery management and operations management



AMANDA SHOUSE

office manager
scheduling, coordinating, 18 years office management experience



KRISTIN DEMPSEY

accounting
20 years in accounting, 12 years in horticulture and construction



DAN BRACCIO, CMHA

hardscape specialist, CMHA certified, 12 years experience in hardscape, 15 years experience in horticulture, hardscape manager



ABBIE HESSIAN, ISA

project manager and nursery support, a lifetime in the industry, master gardener, certified arborist, pesticide license

Find out more at www.kentuckylandscapedesign.com/about/our-team

ATTACHMENT 1: EXISTING CONDITION PHOTOGRAPHS



Facing the Courtyard.



Facing the Stream, the South Screen area.



Facing the West Screen area.



Sandersville Road to the left, North Screen Planting Area.

ATTACHMENT 2: REVEGETATION DESIGN SPECIFICIATIONS

The following tables contain the revegetation design specifications, including species and quantities to be planted. Attached are also design drawings provided by Inside Out Landscaping team detailing the specific areas intended for the revegetation plan. Areas that will be viewable to the general public include both the North Screen and North Screen Front (circled in purples) and the West Screen (dark orange).

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North Screen Front	20
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Courtyard	27
Other	24
TOTAL	175



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		TOTAL	**20**
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Rachel Patton
Education Director

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Office phone: 502-695-7020

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andream@kentuckylandscapedesign.com
amandas@kentuckylandscapedesign.com
ryanb@kentuckylandscapedesign.com

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  - Master plans and designs
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  - Sustainable, resilient and wildlife friendly design
- **Installation**
  - Landscape, lighting and hardscape construction
  - Landscape and specialty gardens focusing on native, wildlife, pollinator friendly plants
  - Drainage, rain gardens
- **Care**
  - Maintenance and landscape cleanup for projects we design and install or large estates, commercial properties we did not install
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CONFIDENTIAL

INSIDE OUT LANDSCAPE DESIGN

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Frankfort, KY 40602
Agent: Chris Arnold

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$2,000,000 General Aggregate

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Commercial Umbrella 0608588
$1,000,000 Each Occurrence

Kentucky AGC Self Insurers' Fund
Workers Compensation 20103
$4,500,000 Each Accident

CERTIFICATIONS

Kentucky Transportation Cabinet DBE
Expires 4/1/2025

Commonwealth of Kentucky Women's Business Enterprise
Expires 2/28/2025

Certified Professional Landscape Designer, Association of Professional Landscape Designer

Vectorworks Certified

Proven Winners Professional

ICPI Advanced Certified Installer

NCMA Advanced SRW Installer

PROFESSIONAL REFERENCES

● Connie Lemley, Farm to School Coord. Frankfort Independent Schools 502.382.1254	Frankfort High and Second Street playground designs
● Jeff Edwards, Senior Project Manager DW Wilburn 859.797.9375	Several State government buildings and Cumberland Mint, Cumberland Run
● Melanie VanHouten, Director Josephine Sculpture Park	Josephine Sculpture Park
● Chris Bauer, Senior Project Manager Pace Contracting 502.471.1157	Second Street Corridor Plantings

PROFESSIONAL ORGANIZATIONS

Inside Out Design is an active member of several professional organizations and/or certified by: Kentucky Nursery and Landscape Association, Association of Professional Landscape Designers, Homebuilders Association of Kentucky, Interlocking Concrete Pavement Institute, National Association of Landscape Professionals, The Kentucky Chamber of Commerce, and is also a Kentucky Woman Owned and Operated Enterprise.

CONFIDENTIAL

MEET INSIDE OUT LEADERSHIP

Meet our key team members for this project - certified, credentialed staff.



ANDREA MUELLER, CPLD

lead designer, owner
20 years experience as a landscape designer, only CPLD certified landscape designer in kentucky



RYAN BARKER

operations manager
certified kentucky nurseryman, 16 years experience in horticulture, nursery management and operations management



AMANDA SHOUSE

office manager
scheduling, coordinating, 18 years office management experience



KRISTIN DEMPSEY

accounting
20 years in accounting, 12 years in horticulture and construction



DAN BRACCIO, CMHA

hardscape specialist, CMHA certified, 12 years experience in hardscape, 15 years experience in horticulture, hardscape manager



ABBIE HESSIAN, ISA

project manager and nursery support, a lifetime in the industry, master gardener, certified arborist, pesticide license

Find out more at www.kentuckylandscapedesign.com/about/our-team

EXHIBIT B

APPLICATION REVIEW, SCORING, AND DETERMINATION FORM

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TREE CANOPY AD HOC COMMITTEE
LEX GROW TREES GRANT PROGRAM
APPLICATION REVIEW, SCORING, AND DETERMINATION

Applicant Name: Beaver Creek Hydrology

Requested Grant Amount: $92,000.00

Project Elements:

1. Tree Planting
2. Tree Education
3. Tree Maintenance, with an education component, for the long-term health and success of the planted trees, along with stewardship by BCH team members

---

RECOMMENDATION OF THE SCORING COMMITTEE

- Applicant and proposed project meet program eligibility requirements. Project Score: **95**.
- Approve the Grant Application for the **Partial** amount of **$80,000.00**.
- Approve the Grant Application with the following stipulations:
  1. Grant funds shall not be used to pay for the design work completed prior to submittal of the grant application and the award of funds.

TREE CANOPY AD HOC COMMITTEE DETERMINATION

After considering the recommendation of the Scoring Committee, the application and supporting information, and having heard evidence, the Committee finds:

_____ The application does not meet the eligibility requirements of the grant program as set forth in the Grant Program Guidelines and the grant application is denied.

---- OR ---

__✓__ The application meets the eligibility requirements of the grant program as set forth in the Grant Program Guidelines.

__✓__ The application has been scored and is deemed worthy of funding this granting cycle.

__✓__ The grant application is approved in the amount of: $ 80,000.00

__✓__ The grant is approved with the following stipulations: see item 1 in the recommendation section above

_____The application has been scored. Insufficient funds are available to cover the project for this Fiscal Year.

_____Other: _____

_____

_____ 12-19-2024

Chairperson Date

EXHIBIT C

LEX GROW TREES GRANT PROGRAM GUIDELINES

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.

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 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.

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). 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.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE GRANT AWARD AGREEMENTS RELATED TO GRANTS AWARDED UNDER THE LEX GROW TREES GRANT PROGRAM WITH ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC. ($100,000.00); BEAVER CREEK HYDROLOGY ($80,000.00); CRAWFORD MIDDLE SCHOOL PTSA ($9,855.78); HEADLEY GREEN HOMEOWNERS ASSOCIATION, INC. ($25,052.00); TREES LEXINGTON!, INC. ($91,943.50); AND THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (ARBORETUM) ($86,134.00) FOR THE DIVISION OF ENVIRONMENTAL SERVICES, 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 to execute grant award agreements related to grants awarded under the Lex Grow Trees Grant Program, which are attached hereto and incorporated herein by reference, with Andover Forest Homeowners Association, Inc.; Beaver Creek Hydrology; Crawford Middle School PTA; Headley Green Homeowners Association, Inc.; Trees Lexington!, Inc.; and the University of Kentucky Research Foundation (Arboretum) for the Division of Environmental Services.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Andover Forest Homeowners Association, Inc. ($100,000.00); Beaver Creek Hydrology ($80,000.00); Crawford Middle School PTA ($9,855.78); Headley Green Homeowners Association, Inc. ($25,052.00); Trees Lexington!, Inc. ($91,943.50); and the University of Kentucky Research Foundation (Arboretum) ($86,134.00) from account #1105-313201-78112, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0020-25:CWE:4915-5544-1165, v. 1

RESOLUTION NO. 022 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE GRANT AWARD AGREEMENTS RELATED TO GRANTS AWARDED UNDER THE LEX GROW TREES GRANT PROGRAM WITH ANDOVER FOREST HOMEOWNERS ASSOCIATION, INC. ($100,000.00); BEAVER CREEK HYDROLOGY ($80,000.00); CRAWFORD MIDDLE SCHOOL PTSA ($9,855.78); HEADLEY GREEN HOMEOWNERS ASSOCIATION, INC. ($25,052.00); TREES LEXINGTON!, INC. ($91,943.50); AND THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (ARBORETUM) ($86,134.00) FOR THE DIVISION OF ENVIRONMENTAL SERVICES, 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 to execute grant award agreements related to grants awarded under the Lex Grow Trees Grant Program, which are attached hereto and incorporated herein by reference, with Andover Forest Homeowners Association, Inc.; Beaver Creek Hydrology; Crawford Middle School PTA; Headley Green Homeowners Association, Inc.; Trees Lexington!, Inc.; and the University of Kentucky Research Foundation (Arboretum) for the Division of Environmental Services.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Andover Forest Homeowners Association, Inc. ($100,000.00); Beaver Creek Hydrology ($80,000.00); Crawford Middle School PTA ($9,855.78); Headley Green Homeowners Association, Inc. ($25,052.00); Trees Lexington!, Inc. ($91,943.50); and the University of Kentucky Research Foundation (Arboretum) ($86,134.00) from account #1105-313201-78112, 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: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0020-25:CWE:4915-5544-1165, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 24 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Trees Lexington!, Inc.** (Hereinafter "Organization"), with the mailing address of P.O. Box 1046, Lexington, Kentucky 40588.

W I T N E S S E T H:

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 $91,943.50 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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
LINDA GORTON, MAYOR

ATTEST: Mackenzie Stack
Deputy Clerk of the Urban County Council

Trees Lexington!, Inc.
Organization Name (Printed)

BY: Mikhail S. Potapov
Signature

President, Board of Directors
Title

WITNESS SIGNATURE

Tyson Gregory

WITNESS PRINTED NAME

1/2/24

DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 24 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Headley Green Homeowners Association, Inc.** (Hereinafter "Organization"), with the mailing address of P.O. Box 54486, Lexington, Kentucky 40555.

W I T N E S S E T H:

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 $25,052.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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
LINDA GORTON, MAYOR

ATTEST:
Deputy Clerk of the Urban County Council

Headley Green Homeowners Assoc., Inc
Organization Name (Printed)

BY: Lisa C. Ecton
Signature

Property Manager
Title

Laura Newsome

WITNESS SIGNATURE

Laura Newsome

WITNESS PRINTED NAME

12/31/24

DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 24 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **The University of Kentucky Research Foundation** (Hereinafter "Organization"), with the mailing address of 500 South Limestone, 109 Kinkead Hall, Lexington, Kentucky 40526-0001.

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 $86,134.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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
LINDA GORTON, MAYOR

ATTEST: Mackenzie Jack
Deputy Clerk of the Urban County Council

Type text here

University of Kentucky Research Foundation
Organization Name (Printed)

BY: Kim C. Carter 1/2/2025
Signature Kim C. Carter

Associate Director
Title

Kuss

WITNESS SIGNATURE

Gaukhar Kussainova

WITNESS PRINTED NAME

01/02/2025

DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 24 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Beaver Creek Hydrology, LLC** (Hereinafter "Organization"), with the mailing address of 2516 Sandersville Road, Lexington, Kentucky 40511.

W I T N E S S E T H:

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 $80,000.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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
LINDA GORTON, MAYOR

ATTEST: MacKenzie Stack
Deputy Clerk of the Urban County Council

Beaver Creek Hydrology
Organization Name (Printed)

BY: John Carr
Signature

President
Title

Nina Schultz
Signature

Nina Schultz
Name

1/3/25
Date

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 24 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Crawford Middle School PTSA, Inc.** (Hereinafter "Organization"), with the mailing address of 1813 Charleston Drive, Lexington, Kentucky 40505.

W I T N E S S E T H:

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 $9,855.78 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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
LINDA GORTON, MAYOR

ATTEST: Mackenzie Sock
Deputy Clerk of the Urban County Council

Crawford Middle School PTSA
Organization Name (Printed)

BY: [signature]
Signature

PTSA President
Title

WITNESS SIGNATURE

Scott McConnell

WITNESS PRINTED NAME

1/2/25

DATE

4881-3166-5349, v. 1

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 24 day of January 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Andover Neighborhood Association, Inc.** (Hereinafter "Organization"), with the mailing address of 141 Prosperous Place, Suite 21B, Lexington, Kentucky 40509.

W I T N E S S E T H:

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 $100,000.00 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 Exhibit 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 Exhibit 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 Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit 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
LINDA GORTON, MAYOR

ATTEST: Mackenzie Stock
Deputy
Clerk of the Urban County Council

Andover Neighborhood Assoc.
Organization Name (Printed)

BY: Jacqueline Long
Signature

PRESIDENT

Title

WITNESS SIGNATURE

JARED GIBSON

WITNESS PRINTED NAME

12/31/2024

DATE

4881-3166-5349, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0023-25

File ID:	0023-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	058-2024	**In Control:**	Urban County Council
				File Created:	01/03/2025
File Name:	Amendment to Resolution 593-2024			**Final Action:**	01/23/2025

Title: A Resolution amending Section Two (2) of Resolution No. 593-2024 to adjust the amounts from the funding sources utilized to fund Change Order No. 1 to the Contract with L-M Asphalt Partners Ltd., d/b/a ATS Construction, for the Salt Dome & Associated Improvements at Old Frankfort Pike. [Dept. of Environmental Quality and Public Works, Albright]

Notes:

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	MEMO - Amend Resolution 593-2024.pdf, R-593-2024 ATS CO1.pdf, ATS CO1 signed.pdf, RESO 0023-25- Amend reso 593-24 4936-8919-1184 v.1.docx, R-023-2025	**Enactment Number:**	R-023-2025
Deed #:		**Hearing Date:**	
Drafter:	Mackenzie Holt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0023-25

Title

A Resolution amending Section Two (2) of Resolution No. 593-2024 to adjust the amounts from the funding sources utilized to fund Change Order No. 1 to the Contract with L-M Asphalt Partners Ltd., d/b/a ATS Construction, for the Salt Dome & Associated Improvements at Old Frankfort Pike. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization to amend Resolution 593-2024 to adjust the split funding (amounts only) for Change Order No. 1 for the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024. The total increased amount ($838,494.60) and the total Contract amount ($4,887,177.60) of the executed Change Order No.1 and existing Resolution remain the same. (L0023-25) (Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 1/3/25

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Numbers:

1105-303301-0001-90511 $242,388.89

4122-303301-0001-90511 $172,278.66

1116-303301-0001-90511 $423,827.05

This Fiscal Year Impact: $838,494.60

Annual Impact: N/A

Project: SALT_DOME_2023

Activity: CONSTRUCT_CAP

Budget Reference: 2023

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Nancy B. Albright
Nancy B. Albright, P.E.
Commissioner, Environmental Quality & Public Works

DATE: January 3, 2025

SUBJECT: Amendment to Resolution 593-2024

Request:

Request Council Authorization for approval to amend Resolution 593-2024 to adjust the split funding (*amounts only)* for Change Order No. 1 for the contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024. The total increased amount ($838,494.60) and the total contract amount ($4,887,177.60) of the executed Change Order No. 1 and existing resolution remain the same.

Purpose:

To correct the budget error the existing split funding amounts would cause from the existing resolution. The same three accounts are being utilized therefore only the total amount from each account would be adjusted/amended.

Budgetary Implication:

Funds are fully budgeted :	$838,494.60
Account Numbers:	
1105-303301-0001-90511	$242,388.89
4122-303301-0001-90511	$172,278.66
1116-303301-0001-90511	$423,827.05

File Number: 0023-25

Commissioner: Albright

RESOLUTION NO. 593 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE CONTRACT WITH L-M ASPHALT PARTNERS LTD, D/B/A ATS CONSTRUCTION FOR THE SALT DOME & ASSOCIATED IMPROVEMENTS OLD FRANKFORT PIKE, CONTRACT NO. 058-2024, INCREASING THE CONTRACT AMOUNT BY $838,494.60, AND RAISING THE TOTAL CONTRACT AMOUNT TO $4,887,177.60.

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 Change Order No. One (1), which is attached hereto and incorporated herein by reference, to the Contract with L-M Asphalt Partners LTD, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, increasing the contract amount by $838,494.60, and raising the total contract amount to $4,887,177.60.

Section 2 – That an amount, not to exceed the sum of $838,494.60 be and hereby is approved for payment to L-M Asphalt Partners LTD, d/b/a ATS Construction from account # 1105-303301-90511 ($335,397.84), account # 4122-303301-90511 ($125,774.19), and account # 1116-303301-90511 ($377,322.57), pursuant to the terms of Change Order No. 1.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1121-24:CE:4869-2978-9942, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	November 4, 2024	
	Project:	New Salt Dome & Associated Improvements Old Frankfort Pike	
	Location:	1791 Old Frankfort Pike	
To (Contractor): L-M Asphalt Partners LTD, d/b/a ATS Construction 3009 Atkinson Ave #400 Lexington, KY 40509	Contract No.	LF00207548	
	Original Contract Amt.	$4,048,683.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$4,048,683.00	
	Change Order No.	1	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Vertically extend 2 landfill gas vent risers to be +/-24" above finished surface.		$2,520.00	
2	Adding a double dose of fiber reinforcement to all asphalt surface on the project.		$55,728.00	
3	Construction services to increase the size of the proposed training pad expansion by an additional 2.5 acres.		$780,246.60	
	Total decrease	$0.00		
	Total increase		$838,494.60	
	Net Amount of this Change Order	$838,494.60		
	New Contract Amount Including this Change Order	$4,887,177.60		
	Percent Change - This Change Order			20.71%
	Percent Change - All Change Orders			20.71%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by _____ (Proj. Manager) Date 11-5-2024

Accepted by See Attached documents (3) (Contractor) Date 11-1-2024

Approved by Nancy Albright (Commissioner) Date 11/5/24

Approved by Linda Gorton (Mayor or CAO) Date 11/19/24

786

Salt Dome Change Order Expanded Driver Pad

Sheet	Item	Qty	Unit	UP	Total	
	Staking***	1	LS	$ 3,500.00	$ 3,500.00	
	Landlok 450 Turf Reinforcement Mat	500	SY	$ 6.00	$ 3,000.00	
Sheet C 2.1	Remove Existing Asphalt Pavement***	8.00	SY	$ 2.75	$ 22.00	
Sheet C 2.1	Redistribute Topsoil***	435.00	CY	$ 12.00	$ 5,220.00	
Sheet C 2.1	ESC	1.00	LS	$ 4,500.00	$ 4,500.00	(Includes ditching, straw wattle)
Sheet C 3.1	Full Depth Asphalt Pavement***	11,672.00	SY	$ 46.40	$ 541,580.80	
Sheet C 3.1	Header Curb***	720.00	LF	$ 38.00	$ 27,360.00	
Sheet C 5.1	Flexamat	1,380.00	SY	$ 70.00	$ 96,600.00	
Sheet C 5.1	Channel Lining	50.00	TON	$ 40.00	$ 2,000.00	
Sheet C 5.1	24" Reinforced Concrete Pipe***	104.00	LF	$ 180.00	$ 18,720.00	
Sheet C 5.1	18" Reinforced Concrete Pipe	24.00	LF	$ 175.00	$ 4,200.00	
Sheet C 5.1	KYTC Type B Modified 15'	2.00	EA	$ 9,000.00	$ 18,000.00	(Not available in LFUCG structure)
Sheet C 5.1	LFUCG 24" ELL Headwall	1.00	EA	$ 4,500.00	$ 4,500.00	
Sheet C 5.1	LFUCG 4' Non-Circular Manhole	1.00	EA	$ 2,500.00	$ 2,500.00	
Sheet C 5.1	LFUCG 24" Pipe Culvert Headwall	2.00	EA	$ 3,500.00	$ 7,000.00	
				Total	**$ 738,702.80**	
	Remove Existing Asphalt Pavement***	667.00	SY	$ 2.75	$ 1,834.25	(Directed by Engineer)
	Full Depth Asphalt Pavement***	214.00	SY	$ 46.40	$ 9,929.60	(Directed by Engineer)
	Asphalt Surace Overlay	667.00	SY	$ 39.85	$ 26,579.95	(Directed by Engineer, excludes DD Fiber)
Sheet C 5.1	Alt #3- Channel Lining	80.00	TON	$ 40.00	$ 3,200.00	
***	Existing Bid Item				**$ 780,246.60**	**GRAND TOTAL**

Todd McDaniel

August 8, 2024

Liz Dienst, PE
Strand Associates Inc.

RE: LFUCG Salt Dome
Gas Vent Adjustment Change Order Proposal

Ms. Dienst:

As requested, the following supplemental Unit Prices are hereby submitted for your consideration for furnishing all labor, equipment and materials for the following items of work on the above referenced project.

Description	Quantity	Unit	Unit Price	Total
Adjust Vent Pipes (2)	1	LS	$ 5,040.00	$5,040.00
			GRAND TOTAL	$5,040.00

Should additional information be needed, please contact me at (606) 813-6671.

Respectfully submitted,

Changed to $2,520.00 1 LS, official 10/30/2024.

TWM 10/30/2024

L-M Asphalt Partners, Ltd.
dba ATS Construction
By Todd McDaniel, PE
Project Manager and Estimator

ATS CONSTRUCTION

September 30, 2024

Liz Dienst, PE
Strand Associates Inc.

RE: LFUCG Salt Dome
Asphalt Surface- Double Dose Fiber Change Order Proposal

Ms. Dienst:

As requested, the following supplemental Unit Prices are hereby submitted for your consideration for furnishing all labor, equipment and materials for the following items of work on the above referenced project.

Description	Quantity	Unit	Unit Price	Total
DD Fiber for Asphalt Surface	3,483	TON	$ 16.00	$ 55,728.00
			TOTAL	**$ 55,728.00**

Should additional information be needed, please contact me at (606) 813-6671.

Respectfully submitted,

L-M Asphalt Partners, Ltd.
dba ATS Construction
By Todd McDaniel, PE
Project Manager and Estimator

JUSTIFICATION FOR CHANGE	PROJECT: New Salt Dome & Associated Improvements Old Frankfort Pike
	CONTRACT NO. LF00207548
	CHANGE ORDER: 1

1. Necessity for change: Before this project started, LFUCG had two training pads to access for training; a large pad and a small pad. This original project included enlarging the small training pad to approximately the size of the large training pad. However, the original large training pad will be taken permanently out of service for training. Therefore, there would only be one large pad for training and other events that are open to the public. This proposed CO will provide construction services to increase the enlarged pad to 8.5 acres; almost double the size of the original large pad.
2. Is proposed change an alternate bid? ___Yes __X__No
3. Will proposed change alter the physical size of the project? _X_ Yes __No

   If "Yes", explain. The original small training pad is 3.4 acres, currently proposed to be 6.0 acres, however this proposed redesign will produce plans to enlarge the training pad to 8.5 acres. Though the training pad will get larger, it stays well within the limits of the LFUCG property.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes __X__Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: There should be no change to operating costs and no short term maintenance costs. There will be long term maintenance costs of the asphalt pavement such as crack sealing. Resurfacing should not be needed for many years, especially with the double dose of fiber that is proposed for the asphalt surface.
8. Effect on contract completion date: The construction contractor has stated that they can complete the proposed changes before the end of the 2024 paving season, which is estimated to be December 20, 2024. The original project completation date was December 4th, 2024.

Nancy B. Albright — Commissioner

11/5/24 — Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AMENDING SECTION TWO (2) OF RESOLUTION NO. 593-2024 TO ADJUST THE AMOUNTS FROM THE FUNDING SOURCES UTILIZED TO FUND CHANGE ORDER NO. 1 TO THE CONTRACT WITH L-M ASPHALT PARTNERS LTD., D/B/A ATS CONSTRUCTION, FOR THE SALT DOME & ASSOCIATED IMPROVEMENTS AT OLD FRANKFORT PIKE.

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

Section 1 – That Section Two (2) of Resolution No. 593-2024 be and hereby is amended to read as follows:

> That an amount, not to exceed the sum of $838,494.60 be and hereby is approved for payment to L-M Asphalt Partners LTD, d/b/a ATS Construction from account # 1105-303301-90511 ($242,388.89), account # 4122-303301-90511 ($172,278.66), and account # 1116-303301-90511 ($423,827.05), pursuant to the terms of Change Order No. 1.

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
0023-25:EPT_4936-8919-1184, v. 1

RESOLUTION NO. 023 - 2025

A RESOLUTION AMENDING SECTION TWO (2) OF RESOLUTION NO. 593-2024 TO ADJUST THE AMOUNTS FROM THE FUNDING SOURCES UTILIZED TO FUND CHANGE ORDER NO. 1 TO THE CONTRACT WITH L-M ASPHALT PARTNERS LTD., D/B/A ATS CONSTRUCTION, FOR THE SALT DOME & ASSOCIATED IMPROVEMENTS AT OLD FRANKFORT PIKE.

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

Section 1 – That Section Two (2) of Resolution No. 593-2024 be and hereby is amended to read as follows:

> That an amount, not to exceed the sum of $838,494.60 be and hereby is approved for payment to L-M Asphalt Partners LTD, d/b/a ATS Construction from account # 1105-303301-90511 ($242,388.89), account # 4122-303301-90511 ($172,278.66), and account # 1116-303301-90511 ($423,827.05), pursuant to the terms of Change Order No. 1.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0023-25:EPT_4936-8919-1184, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0024-25

File ID:	0024-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	12/11/2024
File Name:	25-0033- Create- Division of Police			**Final Action:**	01/23/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Evidence Specialist, Grade 517N, and creating one (1) classified position of Police Intelligence Specialist, Grade 515N, all in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Bluesheet Memo 25-0033, From to 25-0033, HR Fiscal Impact- 25-0033, ORD 0024-25 Abolish Evidence Specliast 4918-0483-3038 v.1.docx, O-005-2025	**Enactment Number:**	O-005-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0024-25

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Evidence Specialist, Grade 517N, and creating one (1) classified position of Police Intelligence Specialist, Grade 515N, all in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) Classified Civil Service Position of Evidence Specialist

(Grade 517N) in the Division of Police and create one (1) Classified Civil Service Position of Police Intelligence Specialist (Grade 515N) in the Division of Police, effective upon passage of Council. The fiscal impact is a cost savings of $6,232.81 (L0024-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: ($6,232.81)

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda H. George by EH
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 6, 2025

RE: Abolish/Create positions - Division of Police

Request:
The attached action is requesting authorization to abolish one (1) classified civil service position of Evidence Specialist (Grade 517N) in the Division of Police and create one (1) classified civil service position of Police Intelligence Specialist (Grade 515N) in the Division of Police; effective upon passage of Council.

Why are you requesting:
The Division of Police is requesting this position to expand its Real Time Intelligence Center (RTIC) to second-shift.

What is the cost in this budget year and future budget year?
The fiscal impact for this position will be a cost savings of $6,232.81.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Evidence Specialist	$52,609.44	$0	($52,609.44)
Police Intelligence Specialist	$0	$47,717.28	$47,717.28
Total Annual Impact/ Salary and Benefits			**($6,232.81)**

File Number: 0024-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at 859-258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/6/24

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Police (550)							
550.034	1	917	517N	Evidence Specialist	-----	-----	-----
550.057	4	916	515N	Police Intelligence Specialist	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Police (550)							
-----	-----	-----	-----	-----	-----	-----	-----
550.057	5	916	515N	Police Intelligence Specialist	-----	-----	-----

Bluesheet 25-0033

Division of Police

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 19.71% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.044% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Evidence Specialist (Grade 517N)	Abolish	-1.00	25.293	($52,609.44)	($10,369.32)	($5,528.88)	($3,526.46)	($23.15)	($824.74)	($72,881.98)
Police Intelligence Specialist (Grade 515N)	Create	1.00	22.941	$47,717.28	$9,405.08	$5,528.88	$3,223.14	$21.00	$753.80	$66,649.17
Pay Periods				($4,892.16)	($964.24)	$0.00	($303.31)	($2.15)	($70.94)	($6,232.81)

Annual Cost: ($6,232.81)

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF EVIDENCE SPECIALIST, GRADE 517N, AND CREATING ONE (1) CLASSIFIED POSITION OF POLICE INTELLIGENCE SPECIALIST, GRADE 515N, ALL IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 550.034 in the classified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

550.057	5	916	515N	Police Intelligence Specialist

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0024-25:GET: 4918-0483-3038, v. 1

ORDINANCE NO. 005 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF EVIDENCE SPECIALIST, GRADE 517N, AND CREATING ONE (1) CLASSIFIED POSITION OF POLICE INTELLIGENCE SPECIALIST, GRADE 515N, ALL IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 550.034 in the classified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

550.057	5	916	515N	Police Intelligence Specialist

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: January 31, 2025-1t
0024-25:GET: 4918-0483-3038, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0025-25

File ID:	0025-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/03/2025
File Name:	25-0034- Create- Division of Police			**Final Action:**	01/23/2025

Title: An Ordinance amending the authorized strength by creating one (1) classified position of Behavioral Health and Wellness Coordinator, Grade 523E, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Bluesheet Memo 25-0034, From to 25-0034, HR Fiscal Impact- 25-0034, ORD 0025-25 Creating Behavioral Health and Wellness 4896-4909-2110 v.1.docx, O-006-2025	**Enactment Number:**	O-006-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0025-25

Title

An Ordinance amending the authorized strength by creating one (1) classified position of Behavioral Health and Wellness Coordinator, Grade 523E, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to create one (1) Classified Civil Service Position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police as approved in the FY 2025

Budget, effective upon passage of Council. The 12-month fiscal impact is $95,674.66.
(L0025-25)(George/Hamilton)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: No
Account Number:
This Fiscal Year Impact: $95,674.66
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda H. George by EH
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 6, 2025

RE: Create position - Division of Police

Request:
The attached action is requesting authorization to create one (1) classified civil service position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of Council.

Why are you requesting:
The Division of Police was originally awarded grant funding dedicated to this position for a two-year period. Since the creation of this position, the Lexington Police Department has seen substantial and growing use of the behavioral health program and is requesting to make this a permanently funded position.

What is the cost in this budget year and future budget year?
This has a 12-month future impact of a cost of $95,674.66.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Behavioral Health and Wellness Coordinator	$0	$70,499.52	$70,499.52
Total Annual Impact/ Salary and Benefits ($95,674.66)			

File Number: 0025-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at 859-258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/6/24

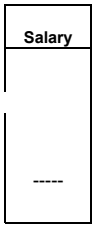
Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Police (550)							
-----	-----	-----	-----	-----	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name
Division of Police (550)						
550.006	1	517	523E	Behavioral Health and Wellness Coordinator	-----	-----


Salary

Bluesheet 25-0034

Division of Police

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 19.71% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.044% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Behavioral Health and Wellness Coordinator	Create	1.00	33.894	$70,499.52	$13,895.46	$5,528.88	$4,635.64	$31.02	$1,084.14	$95,674.66
Pay Periods				$70,499.52	$13,895.46	$5,528.88	$4,635.64	$31.02	$1,084.14	$95,674.66

Annual Cost: $95,674.66

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF BEHAVIORAL HEALTH AND WELLNESS COORDINATOR, GRADE 523E, IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

550.006	1	517	523E	Behavioral Health and Wellness Coordinator

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0025-25:GET: 4896-4909-2110, v. 1

ORDINANCE NO. 006 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF BEHAVIORAL HEALTH AND WELLNESS COORDINATOR, GRADE 523E, IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

550.006	1	517	523E	Behavioral Health and Wellness Coordinator

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: January 31, 2025-1t

0025-25:GET: 4896-4909-2110, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0026-25

File ID:	0026-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/03/2025
File Name:	Request Council authorization to accept grant funds of $157,353.50 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2025.			**Final Action:**	01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept Grant funds in the amount of $157,353.50 from the Ky. Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Notes:

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	25 - Blue Sheet Memo 2025 Litter Grant, BA 13449, 2025 Litter Abatement Check GA 25622552, RESO 0026-25 4896-5944-8336 v.1.docx, R-024-2025	**Enactment Number:**	R-024-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
2	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
2	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0026-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to accept Grant funds in the amount of $157,353.50 from the Ky. Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Summary

Authorization to accept Grant funds from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County in the amount of $157,353.50 for Calendar Year 2025. Funds will be used to support the cost of Contracted litter pickup services, supplies, equipment, and education Programs. No matching funds required. (L0026-25)(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: N/A

This Fiscal Year Impact: $ 157,353.50

Annual Impact: $0

Project: KY_PRIDE_2025

Activity: STA_GRANT

Budget Reference: 2025

Current Balance: BA 13449 in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **JANUARY 2, 2025**

SUBJECT: **Acceptance of Litter Abatement Grant for Calendar Year 2025**

Request: Council authorization to accept grant funds of $157,353.50 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2025.

Why are you requesting? The Kentucky General Assembly provides funding for litter cleanups to be conducted two times each year on city streets as part of each county's solid waste management plan. Funding for each county is based upon a formula using the county's miles of public roads, the county's rural population, and the county's total population as a proportion of the state's total miles of public roads, rural population, and total population.

Funds will be used to support the costs of contracted litter pickup services, supplies and equipment, and educational programs.

What is the cost in this budget year and future budget years? $157,353.50 has been awarded for Fiscal Year 2025. No matching funds are required. Future years' funding is dependent upon availability.

Are the funds budgeted? Budget amendment is in process.

File Number: 0026-25

Director / Commissioner: Carey / Albright

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize

Requester: Moore,Celia E **Date:** 01/03/2025 **Status:** Pending Approval **Amend Nbr:** 13449

Business Unit: LFUCG **Journal Date:** 01/03/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

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

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	313201	3097	76101	Repairs & Maintenance	157,353.50	JCAREY	055143	

Revenue Accounts

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

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	313201	3097	44040	Intergovernmental - State/Oth	157,353.50	JCAREY	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for 2025 Litter Abatement (KY_PRIDE_2025)

Net Amend Amt: 0.00

Submit for Approval

QUESTIONS, CALL (877)973-4357

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY

CHECK CAT: STM VENDOR: KY0032969 DATE: 12/17/2024

PAYMENT DOCUMENT					
CD	DEP	DOC NUMBER	INVOICE NO.	DESCRIPTION	AMOUNT
GAX	129	2500048496	2025 LITTER ABATEMENT DISBUR	LEXINGTON FAYETTE URBAN	157,353.50
					157,353.50
CHECK NO:		25622552		TOTAL	157,353.50

RECEIVED
JAN 02 2025
GRANTS & SPECIAL PROGRAMS

THE BACKGROUND OF THIS DOCUMENT IS BLUE WITH A GREEN WARNING BAND. THERE IS A SECURITY MARK ON THE BACK. DO NOT ACCEPT WITHOUT THESE FEATURES.

JPMorgan Chase Bank, N.A.
Louisville, KY

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
Frankfort, Kentucky

21-13
830

Check Number
GA 25622552

Date: 12/17/2024

One Hundred Fifty Seven Thousand Three Hundred Fifty Three And 50/100 Dollars

Pay to the Order of
LEXINGTON FAYETTE URBAN CO GOVERNMENT
200 EAST MAIN STREET
LEXINGTON KY 40507

$*****157,353.50

Valid for one(1) year

⑈25622552⑈ ⑆083000137⑆ 93683640 2⑈

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT GRANT FUNDS IN THE AMOUNT OF $157,353.50 FROM THE KENTUCKY ENERGY AND ENVIRONMENT CABINET FOR THE CONTINUATION OF THE LITTER ABATEMENT GRANT FUNDING PROGRAM IN FAYETTE COUNTY FOR CALENDAR YEAR 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, accept grant funds in the amount of $157,353.50 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for the Calendar Year 2025. The funds will be utilized to support the cost of contracted litter pickup services, supplies, equipment, and education programs. The acceptance of the grant funds does not obligate the Urban County Government to the expenditure of a local match.

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

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0026-25:WDR:4896-5944-8336, v. 1

RESOLUTION NO. 024 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT GRANT FUNDS IN THE AMOUNT OF $157,353.50 FROM THE KENTUCKY ENERGY AND ENVIRONMENT CABINET FOR THE CONTINUATION OF THE LITTER ABATEMENT GRANT FUNDING PROGRAM IN FAYETTE COUNTY FOR CALENDAR YEAR 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, accept grant funds in the amount of $157,353.50 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for the Calendar Year 2025. The funds will be utilized to support the cost of contracted litter pickup services, supplies, equipment, and education programs. The acceptance of the grant funds does not obligate the Urban County Government to the expenditure of a local match.

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

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0026-25:WDR:4896-5944-8336, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0027-25

File ID: 0027-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 01/03/2025

File Name: Request Council authorization to accept award of federal funds of $117,792 from the US Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program - FY 2025 for Lexington Police Department. No matching funds are required.

Final Action: 01/16/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a federal Grant from the US Dept. of Justice under the Edward Byrne Memorial Justice Assistance Grant Program - FY 2025 for Lexington Police Dept. in the amount of $117,792. [Div. of Police, Weathers]

Notes:

Sponsors:

Enactment Date: 01/16/2025

Attachments: 25 - Bluesheet Memo JUST_ASST, BA 13450, DOJ Justice Grants System - Award Number 15PBJA-24-GG-05232-JAGX Notification, Award Letter - Funded Award FAW-187094, 2024 BJA FY24 Edward Byrne Memorial JAG Award_Package_FAW-187094, 27-25 grant us dept justice 4925-3460-3790 v.1.docx, R-002-2025

Enactment Number: R-002-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
2	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/16/2025		
2	Urban County Council	01/16/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	01/16/2025	Approved				Pass

Text of Legislative File 0027-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a federal Grant from the US Dept. of Justice under the Edward Byrne Memorial Justice Assistance Grant Program - FY 2025 for Lexington Police Dept. in the amount of $117,792. [Div. of Police, Weathers]

Summary

Authorization to accept federal Grant funds from the US Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program - FY 2025 for Lexington Police Department in the amount of $117,792. Funds May be used for local initiatives, technical assistance, training, personnel, equipment, supplies, Contractual support, and information systems for criminal justice. No matching funds are required. (L0027-25)
(Weathers/Armstrong)
Budgetary Implications: Yes
Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.
Account Number:
This Fiscal Year Impact: $117,792
Annual Impact: $0
Project: JUST_ASST_2025
Activity: FED_GRANT
Budget Reference: 2025
Current Balance: BA 13450 in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **JANUARY 2, 2025**

SUBJECT: **Edward Byrne Memorial Justice Assistance Grant Program for FY 2025**

Request: Council authorization to accept award of federal funds of $117,792 from the US Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program – FY 2025 for Lexington Police Department. No matching funds are required.

Purpose of Request: On July 9, 2024 (Resolution 377-2024), Council authorized submission of an application to the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG program is a blend of the previous Byrne Formula and Local Law Enforcement Block Grant Programs, providing local agencies with the flexibility to prioritize and place justice funds where needed most. LFUCG has received the awarded of $117,792.00.

JAG funds may be used for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice. The Lexington Police Department is proposing to use these funds for Equipment and Technology Investments as follows:

Description	FUND	DEPT	SECTION	ACTIVITY	AMOUNT
K-9 Unit outer carriers for remaining members	3140	505505	5542	75101	$3,000.00
Provide remaining unit members with RMR System	3140	505505	5542	96704	$8,000.00
E-Collars	3140	505505	5542	75101	$2,000.00
Tipperary Eventer Pro Padded Vest for riders	3140	505505	5549	75101	$1,800.00
Hit Air Equestrian Vests for riders	3140	505505	5549	75101	$2,000.00
Steiner DBAL A3 laser illuminators	3140	505505	5528	96704	$6,900.00
6 new Police Bicycles (equipped as needed) for Patrol	3140	505507	5571	75801	$7,020.00
RAPID RESCUE 5 - Bleeding control kit for UTV	3140	505507	5571	75101	$900.00
Polaris large toolbox for ATV	3140	505507	5571	75801	$300.00

Red DOT Sight Packages/Mounted Light	3140	505504	5541	96704	$15,946.00
Technology based firearms training tools developed by Mantis Tech, LLC	3140	505507	5571	96704	$10,853.00
Traffic Camera Server	3140	505506	5561	96468	$59,073.00

What is the cost in this budget year and future budget years? $117,792 has been awarded for FY2025. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0027-25

Director/Commissioner: Weathers/Armstrong

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/03/2025 **Status:** Pending Approval **Amend Nbr:** 13450

Business Unit: LFUCG **Journal Date:** 01/03/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-9 of 9 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505505	5542	75101	Operating Supplies and Expense	5,000.00	TPERKINS	KARMSTRO	
2	3140	505505	5542	96704	Weapons	8,000.00	TPERKINS	KARMSTRO	
3	3140	505505	5549	75101	Operating Supplies and Expense	3,800.00	TPERKINS	KARMSTRO	
4	3140	505505	5528	96704	Weapons	6,900.00	TPERKINS	KARMSTRO	
5	3140	505507	5571	75801	Equipment Under $5000	7,320.00	TPERKINS	KARMSTRO	
6	3140	505507	5571	75101	Operating Supplies and Expense	900.00	TPERKINS	KARMSTRO	
7	3140	505507	5571	96704	Weapons	10,853.00	TPERKINS	KARMSTRO	
8	3140	505504	5541	96704	Weapons	15,946.00	TPERKINS	KARMSTRO	
9	3140	505506	5561	96468	Equipment	59,073.00	TPERKINS	KARMSTRO	

Revenue Accounts

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

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505506	5561	44010	Intergovernmental - Federal	117,792.00	TPERKINS	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for FY24 Edward Byrne Memorial JAG award (JUST_ASST_2025).

Net Amend Amt: 0.00

Submit for Approval

Save Add

From: do-not-reply@usdoj.gov
To: Chad Hancock; Linda Gorton - Mayor; Celia Moore
Subject: DOJ Justice Grants System - Award Number 15PBJA-24-GG-05232-JAGX Notification
Date: Thursday, December 5, 2024 9:16:44 PM
Attachments: ..datacontentImagerteImagesjustgrants_seal_final_43A942_F2F3F41591889687873.png

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

JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT14257934 submitted under the 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at https://justgrants.usdoj.gov to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Ivelisse Hodge at 202-598-6880 and Ivelisse.Hodge@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Award Letter

December 5, 2024

Dear Linda Gorton,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $117,792.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven’t already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 E MAIN ST
City, State and Zip:	LEXINGTON, KY 40507
Recipient UEI:	VM1GLHWZXA96

Project Title: Lexington Division of Police Updated Equipment Project	**Award Number:** 15PBJA-24-GG-05232-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: $117,792.00	**Federal Award Date:** 12/5/24
Awarding Agency: Office of Justice Programs Bureau of Justice Assistance **Funding Instrument Type:** Grant	
Opportunity Category: O **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/23	**Budget Period End Date**: 9/30/27

Project Description:

Description of Problem: The Lexington-Fayette Urban County Lexington Police is responsible for combatingcriminal activity and keeping the community safe in Lexington, Fayette County. The city of Lexington will use JAG funds to purchase equipment for the Lexington Police Department to improve public safety.

Goal: Improve the effectiveness and efficiency of the criminal justice system, processes and procedures.

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NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

UEI
VM1GLHWZXA96

Street 1
200 E MAIN ST

Street 2

City
LEXINGTON

State/U.S. Territory
Kentucky

Zip/Postal Code
40507

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/5/24

Award Type
Initial

Award Number
15PBJA-24-GG-05232-JAGX

Supplement Number
00

Federal Award Amount
$117,792.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14257934

Grant Manager	Phone Number	E-mail Address
Ivelisse Hodge	202-598-6880	Ivelisse.Hodge@usdoj.gov

Project Title
Lexington Division of Police Updated Equipment Project

Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2027

Project Description

Description of Problem: The Lexington-Fayette Urban County Lexington Police is responsible for combatingcriminal activity and keeping the community safe in Lexington, Fayette County. The city of Lexington will use JAG funds to purchase equipment for the Lexington Police Department to improve public safety.

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Strategies to be Used: Focus resources toward purchase of equipment that will improve law enforcement's response to crime and crisis situations, officer selection and training to improve public safety.

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Financial Information

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[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

Condition 2
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

Condition 4
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will

not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 8
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an

equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been

reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Condition 21
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To

Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 34
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38
Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press

releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39
Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and

any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47
Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48
In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity

and Leadership (www.ctfli.org).

Condition 51
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53
All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and

Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54
Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55
Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56
If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or

State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59
Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60
Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62
Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

Condition 63
Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 66
Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/2/24 3:30 PM

Authorized Representative

[ ] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A FEDERAL GRANT FROM THE US DEPARTMENT OF JUSTICE UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM – FY 2025 FOR LEXINGTON POLICE DEPARTMENT IN THE AMOUNT OF $117,792.00.

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 accept a Federal Grant from the US Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program – FY 2025 for the Lexington Police Department in the amount of $117,792.00. No matching funds are required.

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

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
27-25:MRS:4925-3460-3790, v. 1

RESOLUTION NO. 002 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A FEDERAL GRANT FROM THE US DEPARTMENT OF JUSTICE UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM – FY 2025 FOR LEXINGTON POLICE DEPARTMENT IN THE AMOUNT OF $117,792.00.

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 accept a Federal Grant from the US Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program – FY 2025 for the Lexington Police Department in the amount of $117,792.00. No matching funds are required.

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

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

PASSED URBAN COUNTY COUNCIL: January 16, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

27-25:MRS:4925-3460-3790, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0028-25

File ID: 0028-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 01/03/2025

File Name: Request Council authorization to accept award of additional federal funds in the 2024 Consolidated Plan from the U.S. Department of Housing and Urban Development for Emergency Solutions Grants (ESG) funds in the amount of $2,180 and authorizing the mayor

Final Action: 01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award in the 2024 Consolidated Plan from the United States Dept. of Housing and Urban Development Emergency Solutions Grants (ESG) in the amount of $1,090, and to execute any other Agreements or amendments with the subrecipients for the use of ESG funds, the acceptance of which obligates a match in the amount of $1,090, which shall be provided by the Arbor Youth Services, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Notes:

Sponsors:

Enactment Date: 01/23/2025

Attachments: 25 - Blue Sheet Memo FY24 Con Plan, BA 13454 add'l funds, KY - Lexington-Fayette 2024 ESG E-24-MC-21-0004 - Fully Executed, Resolution 226-2024, RESO 0028-25 4918-3996-2128 v.1.docx, R-025-2025

Enactment Number: R-025-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
2	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		

2 Urban County Council 01/23/2025 Approved Pass

Text of Legislative File 0028-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award in the 2024 Consolidated Plan from the United States Dept. of Housing and Urban Development Emergency Solutions Grants (ESG) in the amount of $1,090, and to execute any other Agreements or amendments with the subrecipients for the use of ESG funds, the acceptance of which obligates a match in the amount of $1,090, which shall be provided by the Arbor Youth Services, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to accept additional Federal funds in the 2024 Consolidated Plan from the U.S. Department of Housing and Urban Development Emergency Solutions Grants (ESG) funds in the amount of $1,090 and to execute any other Agreements or amendments with subrecipients for the use of Emergency Solutions Grant funds. The acceptance obligates a match in the amount of $1,090 which Arbor Youth Services will provide. (L0028-25) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3120-900313-0001-XXXXX

This Fiscal Year Impact: $2,180

Annual Impact: $0

Project: EMRG_SOL_2025

Activity: SHELTER and RAP_REHO

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **JANUARY 2, 2025**

SUBJECT: **Acceptance of Additional Funds for the Emergency Solution Grant (ESG) Program in the FY24 Consolidated Plan**

Request: Council authorization to accept additional federal funds in the 2024 Consolidated Plan from the U.S. Department of Housing and Urban Development Emergency Solutions Grants (ESG) funds in the amount of $1,090 and authorizing the mayor to execute any other agreements or amendment with subrecipients to the use of Emergency Solutions Grant funds. The acceptance of which obligates match in the amount of $1,090 which Arbor Youth Services will provide.

Purpose of Request: On May 9, 2024 (Resolution 226-2024), Council authorized submission of the 2024 Consolidated Plan and to accept award if approved by the U.S. Department of Housing and Urban Development (HUD) for jurisdictions and to execute agreements with subrecipients in accordance with approved plan. The purpose of the Consolidated Plan is to serve as the planning document for the Lexington-Fayette Urban County Government's participation in these programs. The overall goal of the programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate-income persons. The proposed 2024 Consolidated Plan consists of a one-year action plan providing for the expenditure of Community Development Block Grant (CDBG) funds, HOME Investment Partnerships funds, and Emergency Solutions Grant (ESG) funds for Fiscal Year 2024 (the period of July 1, 2024 through June 30, 2025) to address some of the identified needs.

What is the cost in this budget year and future budget years? Additional federal funds of $1,090 Emergency Solution Grant funds were awarded for FY2025. Arbor Youth Services will provide match of $1,090 for total amount of $2,180. Future budget years are dependent upon federal allocations of funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0028-25

Director/Commissioner: Reynolds/Lanter

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/03/2025 **Status:** Pending Approval **Amend Nbr:** 13454

Business Unit: LFUCG **Journal Date:** 01/03/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

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

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3120	900313	0001	71101	Outside Agency Services	1,090.00	059223	ELIZABET	
2	3120	900313	0001	82301	Other Grant Match - Intangible	1,090.00	059223	ELIZABET	

Revenue Accounts

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

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3120	160201	0001	44010	Intergovernmental - Federal	1,090.00	TERESAR2	052820	
2	3120	900313	0001	45931	Other Grant Match - Intangible	1,090.00	059223	ELIZABET	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional revenue and other grant match on EMRG_SOL_2025

Net Amend Amt: 0.00

Submit for Approval

Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq.
Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Recipient Name and Address LEXINGTON-FAYETTTE URBAN CNTY GOVT 200 EAST MAIN STREET LEXINGTON, KY 40507	2. Unique Federal Award Identification Number: E-24-MC-21-0004
	3. Tax Identification Number: 610858140
	4. Unique Entity Identifier: VM1GLHWZXA96
5. Fiscal Year (yyyy): 2024	
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)	$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	$205,743
8. Total Amount of Federal Funds Obligated	$205,743
9. Total Required Match	$205,743
10. Total Amount of Federal Award Including Match	$411,486

11. Start Date of Recipient's Program Year (07/01/2024)	12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy)
		9/10/2024

14. Type of Agreement (check applicable box)
- ☒ Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)
- ☐ Amendment (Purpose #2 – Deobligation of funds)
- ☒ Amendment (Purpose #3 – Obligation of additional funds)

15. Specific Conditions
☐ Not applicable ☒ Attached

16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy)
9/9/2026

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any specific conditions HUD applies under 2 CFR 200.208, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The Recipient must complete the Addendum to Agreement "Recipient Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-24-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-24-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds $500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient 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 Recipient'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. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of

the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Erik D. Hoglund, CPD Director (Acting)	18. Signature DocuSigned by: X Erik D. Hoglund 839BAC7C7784496...	19. Date (mm/dd/yyyy) 9/10/2024
20. For the Recipient (Name and Title of Authorized Official) **Linda Gorton, Mayor**	21. Signature X Linda Gorton	22. Date (mm/dd/yyyy) 9/26/2024

Funding Information (HUD Accounting Use Only):

PAS Code: SOE	Program Code: SOE	Region: 04
Appropriation Number: 1192	Appropriation Symbol: 86 4/6 0192	Office: 36
FYI:(N)		

Docusign Envelope ID: DCC7B4CA-1224-4EC3-BE1B-EC66459FD907

Addendum # 1 to Agreement # E-24-MC-21-0004
Recipient's Indirect Cost Rate(s)

As the duly authorized representative of the Recipient, I certify that the Recipient:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official: Linda Gorton

Title: Mayor

Signature: X Linda Gorton

Date (mm/dd/yyyy): 9/26/2024

Instructions for the Recipient's Authorized Representative:
You must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base 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.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendix VII to Part 200.

RESOLUTION NO. 226 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT THE 2024 CONSOLIDATED PLAN/GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THE GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $3,994,940.00 IN FEDERAL FUNDS, FOR THE FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ($2,340,927.00), HOME PROGRAM ($1,449,360.00), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM ($204,653.00), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $359,611.00 FROM VARIOUS FUNDING SOURCES AS A LOCAL CASH MATCH AND $145,042.00 AS AN IN-KIND MATCH; AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THE APPROVED PLAN; AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit the 2024 Consolidated Plan/Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $3,994,940.00 in Federal funds, for the FY 2025 Community Development Block Grant (CDBG) Program ($2,340,927.00), HOME Program ($1,449,360.00), and Emergency Solutions Grant (ESG) Program ($204,653.00), the acceptance of which obligates the Urban County Government to the expenditure of $359,611.00 from various funding sources as a local cash match and $145,042.00 as an in-kind match.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements with the entities listed, and for the purposes set forth, in the 2024 Consolidated Plan/Grant Application.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another

operating or capital account appropriation within the Grant budget established herein.

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

PASSED URBAN COUNTY COUNCIL: May 9,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0422-24:ANB:4892-0533-6248, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD IN THE 2024 CONSOLIDATED PLAN FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANTS (ESG) IN THE AMOUNT OF $1,090.00, AND TO EXECUTE ANY OTHER AGREEMENTS OR AMENDMENTS WITH THE SUBRECIPIENTS FOR THE USE OF ESG FUNDS, THE ACCEPTANCE OF WHICH OBLIGATES A MATCH IN THE AMOUNT OF $1,090.00, WHICH SHALL BE PROVIDED BY THE ARBOR YOUTH SERVICES, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, accept an additional award in the 2024 Consolidated Plan from the United States Department of Housing and Urban Development Emergency Solutions Grants (ESG) in the amount of $1,090.00, and to execute any other agreements or amendments with the subrecipients for the use of the ESG funds, the acceptance of which obligates a match in the amount of $1,090.00 which shall be provided by the Arbor Youth Services.

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

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0028-25:WDR:4918-3996-2128, v. 1

RESOLUTION NO. 025 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD IN THE 2024 CONSOLIDATED PLAN FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANTS (ESG) IN THE AMOUNT OF $1,090.00, AND TO EXECUTE ANY OTHER AGREEMENTS OR AMENDMENTS WITH THE SUBRECIPIENTS FOR THE USE OF ESG FUNDS, THE ACCEPTANCE OF WHICH OBLIGATES A MATCH IN THE AMOUNT OF $1,090.00, WHICH SHALL BE PROVIDED BY THE ARBOR YOUTH SERVICES, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, accept an additional award in the 2024 Consolidated Plan from the United States Department of Housing and Urban Development Emergency Solutions Grants (ESG) in the amount of $1,090.00, and to execute any other agreements or amendments with the subrecipients for the use of the ESG funds, the acceptance of which obligates a match in the amount of $1,090.00 which shall be provided by the Arbor Youth Services.

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

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0028-25:WDR:4918-3996-2128, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0029-25

File ID: 0029-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 010-2025 **In Control:** Urban County Council

File Created: 01/03/2025

File Name: Request Council authorization to submit a grant application and accept award if offered, to the Kentucky Board of Emergency Medical Services (KBEMS) requesting state funds in the amount of $10,000 for the Division of Fire and Emergency Services for Fiscal

Final Action: 01/23/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Board of Emergency Medical Services, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $10,000 in State funds. [Div. of Fire and Emergency Management, Wells]

Notes: Signed and filed in the CCO. Returned to Celia Moore 1/28/2025. MS

Sponsors:

Enactment Date: 01/23/2025

Attachments: 25 - Blue Sheet Memo 2025 KBEMS, 29-25 grant kbems 4902-1194-2670 v.1.docx, R-026-2025

Enactment Number: R-026-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
2	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
2	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0029-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Board of Emergency Medical Services, to provide any additional information requested in connection with this

Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $10,000 in State funds. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to submit a Grant Application, and accept the award if offered, to the Kentucky Board of Emergency Medical Services (KBEMS) requesting state funds in the amount of $10,000 for the Division of Fire and Emergency Services for Fiscal Year 2025. For obtaining equipment that will be utilized in the training of EMTs and Paramedics. No matching funds required. (L0029-25)(Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if awarded.

Account Number: N/A

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **JANUARY 2, 2025**

SUBJECT: **Grant Application for Kentucky Board of Emergency Medical Services for Division of Fire and Emergency Services**

Request: Council authorization to submit a grant application and accept award if offered, to the Kentucky Board of Emergency Medical Services (KBEMS) requesting state funds in the amount of $10,000 for the Division of Fire and Emergency Services for Fiscal Year 2025.

Why are you requesting? The Lexington Fire Department is requesting state funding from KBEMS Ambulance Block Grant Funding for obtaining equipment that will be utilized in the training of EMT's and Paramedics. Devices are to be used in patient treatment and airway management of simulated patients. This will provide the students with enhanced educational opportunities and procedural practices to perform the necessary airway interventions. As an Accredited Paramedic Program, training equipment is one of our highest priorities, to maintain realistic training scenarios and modules for the students.

What is the cost in this budget year and future budget years? Available funding in Fiscal Year 2025 is $10,000. No matching funds are required. Future years' funding is dependent upon availability.

Are the funds budgeted? Budget amendment will be completed if awarded.

File Number: 0029-25

Director / Commissioner: Wells/ Armstrong

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY BOARD OF EMERGENCY MEDICAL SERVICES, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $10,000.00 IN STATE FUNDS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Board of Emergency Medical Services, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $10,000.00 in state funds. No matching funds are required.

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

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
29-25:MRS:4902-1194-2670, v. 1

RESOLUTION NO. 026-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY BOARD OF EMERGENCY MEDICAL SERVICES, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $10,000.00 IN STATE FUNDS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Board of Emergency Medical Services, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $10,000.00 in state funds. No matching funds are required.

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

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:
CLERK OF URBAN COUNTY COUNCIL
29-25:MRS:4902-1194-2670, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0033-25

File ID:	0033-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	12/11/2024
File Name:	Amendment to Resolution #524-2024			**Final Action:**	01/23/2025

Title: A Resolution amending Resolution No. 524-2024 to increase the easement acquisition Budget, and other property rights necessary, for the St. Martins Pump Station Elimination Project, by $20,000, from $30,000 to $50,000. [Div. of Water Quality, Martin]

Notes: 361 and 421 Price Road 4/22/2025 ms

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Bluesheet Memo, 2024.11.07 St. Martins Plan Sheet C-07 and C-08, Project Area Maps, RESO 0033-25 Sole Source Exercise Equipment Purchase 4898-7551-8734 v.1.docx, R-027-2025, Deed #8615, Deed #8615	**Enactment Number:**	R-027-2025
Deed #:	8615	**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 0033-25

Title

A Resolution amending Resolution No. 524-2024 to increase the easement acquisition Budget, and other property rights necessary, for the St. Martins Pump Station Elimination Project, by $20,000, from $30,000 to $50,000. [Div. of Water Quality, Martin]

Summary

Authorization to amend Resolution #524-2024, increasing the easement acquisition Budget

by $20,000.00 for the St. Martins Village Pump Station Elimination Project increasing the total from $30,000.00 to $50,000.00. As a result of further negotiations following a design change requiring additional easement areas. (L0033-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes. Chris Eller 1/8/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303408-3468-92811

This Fiscal Year Impact: $20,000.00

Annual Impact: $

Project: STMARTINPS_2023

Activity: CONSTRUCT_CAP

Budget Reference: 2023

Current Balance: $884,000

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 3, 2025

SUBJECT: Amendment of Resolution No. 524-2024, Easement Acquisitions for the St. Martins Village Pump Station Elimination Project

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Request

The purpose of this memorandum is to request amendment of Resolution No. 524-2024, increasing the easement acquisition budget by $20,000.00 for the St. Martins Village Pump Station Elimination Project from $30,000.00 to $50,000.00.

Purpose of Request

Resolution No. 524-2024 provided funding for the purchase of permanent and temporary easements necessary for the St. Martins Village Pump Station Elimination Project. This recommended increase to Resolution No. 524-2024 is the result of further negotiations following a design change requiring additional easement areas.

Project Cost in FY25 and Future Budget Years

The cost to acquire the necessary easements will not exceed $50,000.00.

Are Funds Budgeted

The funds are budgeted in the following account:

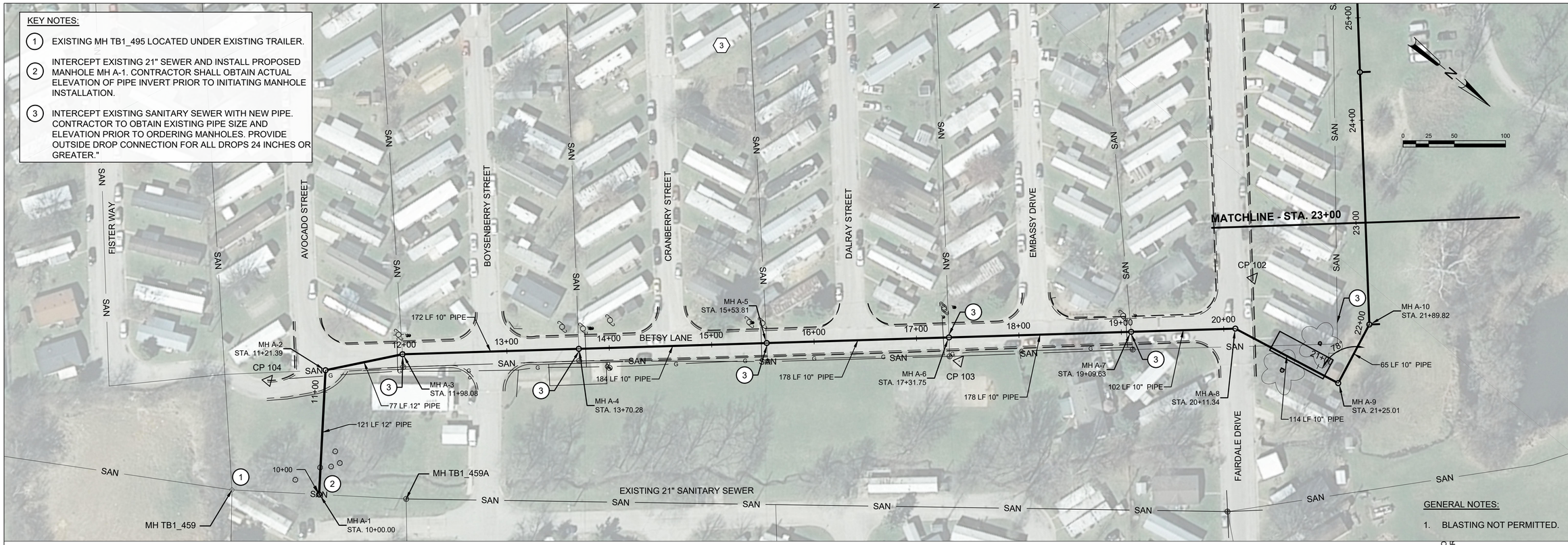
FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF
4003	303408	3468	92811	STMARTINPS_2023	CONSTRUCT_CAP	2023

Director / Commissioner

Martin / Albright

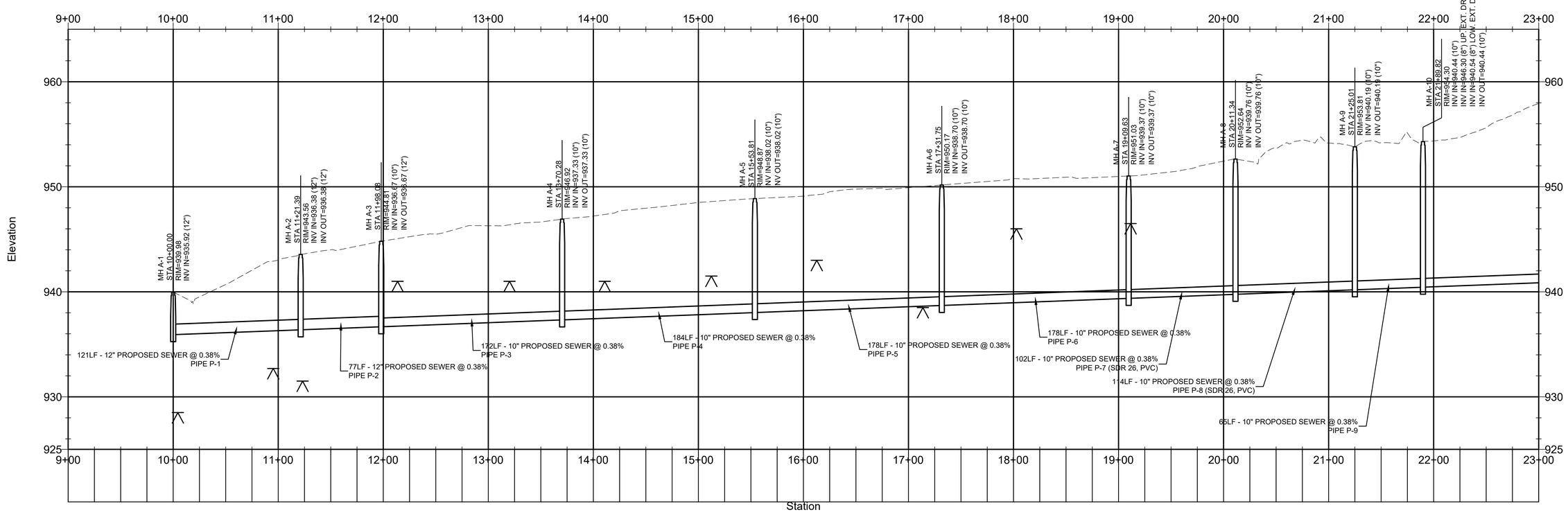
KEY NOTES:

1. EXISTING MH TB1_495 LOCATED UNDER EXISTING TRAILER.
2. INTERCEPT EXISTING 21" SEWER AND INSTALL PROPOSED MANHOLE MH A-1. CONTRACTOR SHALL OBTAIN ACTUAL ELEVATION OF PIPE INVERT PRIOR TO INITIATING MANHOLE INSTALLATION.
3. INTERCEPT EXISTING SANITARY SEWER WITH NEW PIPE. CONTRACTOR TO OBTAIN EXISTING PIPE SIZE AND ELEVATION PRIOR TO ORDERING MANHOLES. PROVIDE OUTSIDE DROP CONNECTION FOR ALL DROPS 24 INCHES OR GREATER."



GENERAL NOTES:

1. BLASTING NOT PERMITTED.



LINE K/A PLAN AND PROFILE SHEET: STA 10+00 TO 19+00

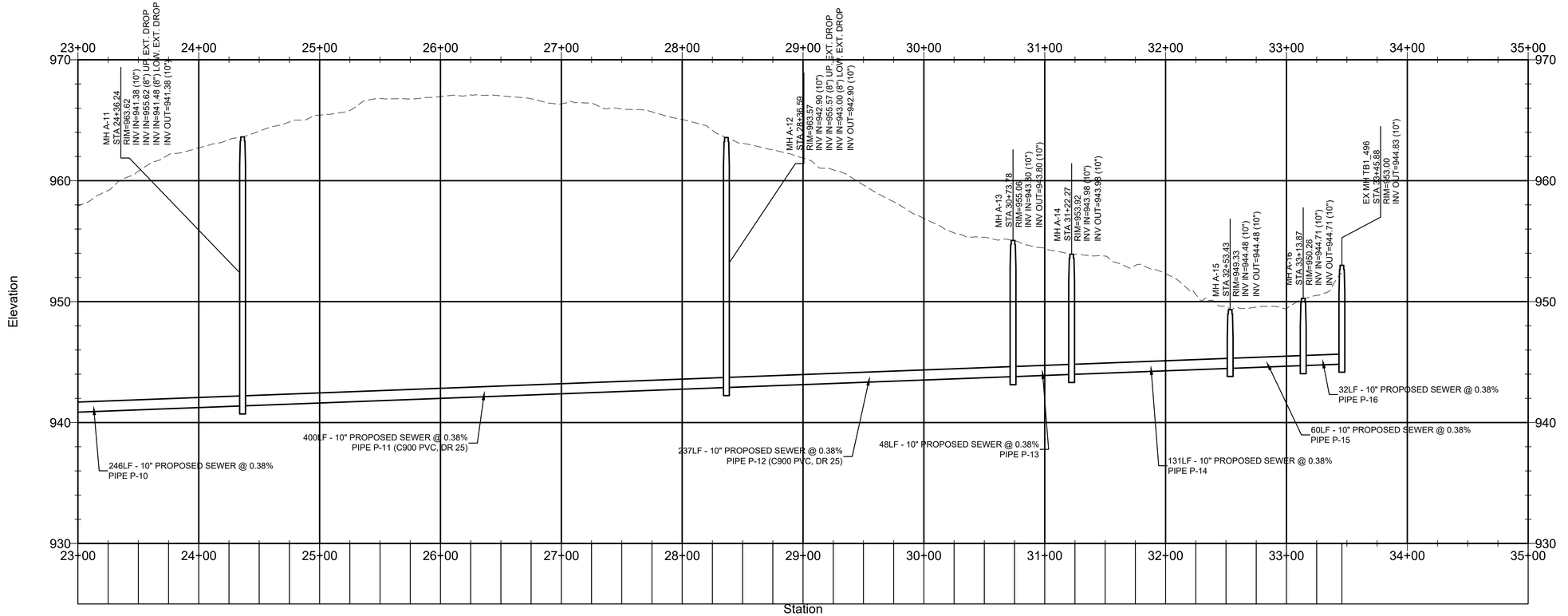
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ST. MARTIN'S VILLAGE PUMP ELIMINATION
LFUCG BID NO. XX-2024

DATE	REVISION DESCRIPTION

JOB: 2815.328 | DRAWN: JLS
DATE: March 11, 2023 | CHECKED: MLD
SHEET: C-07 | Scale: 1" = 50' H, 1" = 5' V

File: S:\LEX\2800--2899\2815\328\Drawings\CAD\SHEETS\Plan & Profile.dwg Time: Nov 07, 2024 - 3:11pm





DATE	REVISION DESCRIPTION

LINE K/A PLAN AND PROFILE SHEET: STA 19+00 TO 28+82

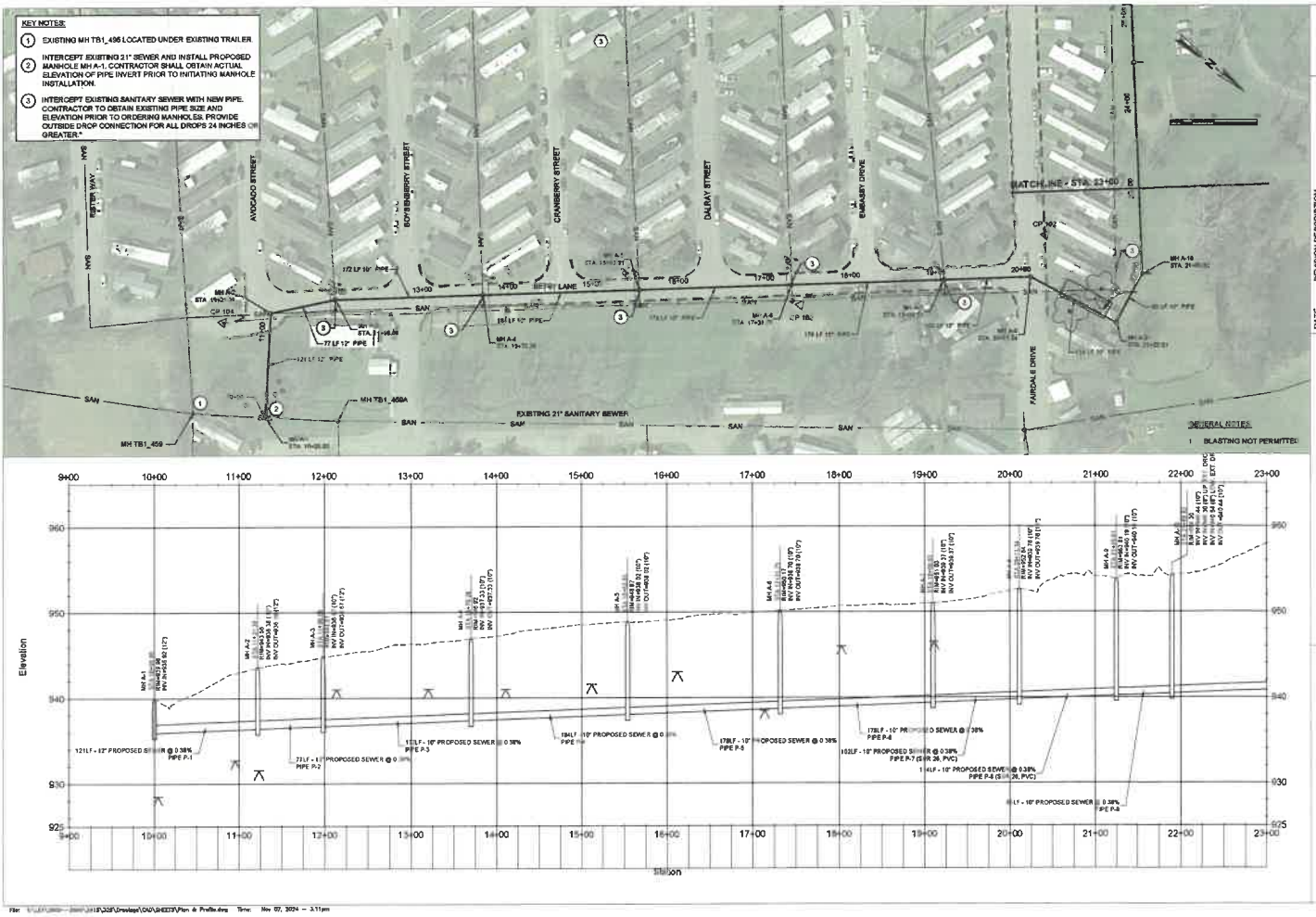
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ST. MARTIN'S VILLAGE PUMP ELIMINATION
LFUCG BID NO. XX-2024

JOB: 2815.328	DATE: March 11, 2023	DRAWN: JLS	
SHEET: C-08	Scale: 1" = 50' H, 1" = 5' V	CHECKED: MLD	

File: S:\LEX\2800--2899\2815\328\Drawings\CAD\SHEETS\Plan & Profile.dwg Time: Nov 07, 2024 - 3:11pm

St Martins Village Pump Station Elimination - Project Area Map





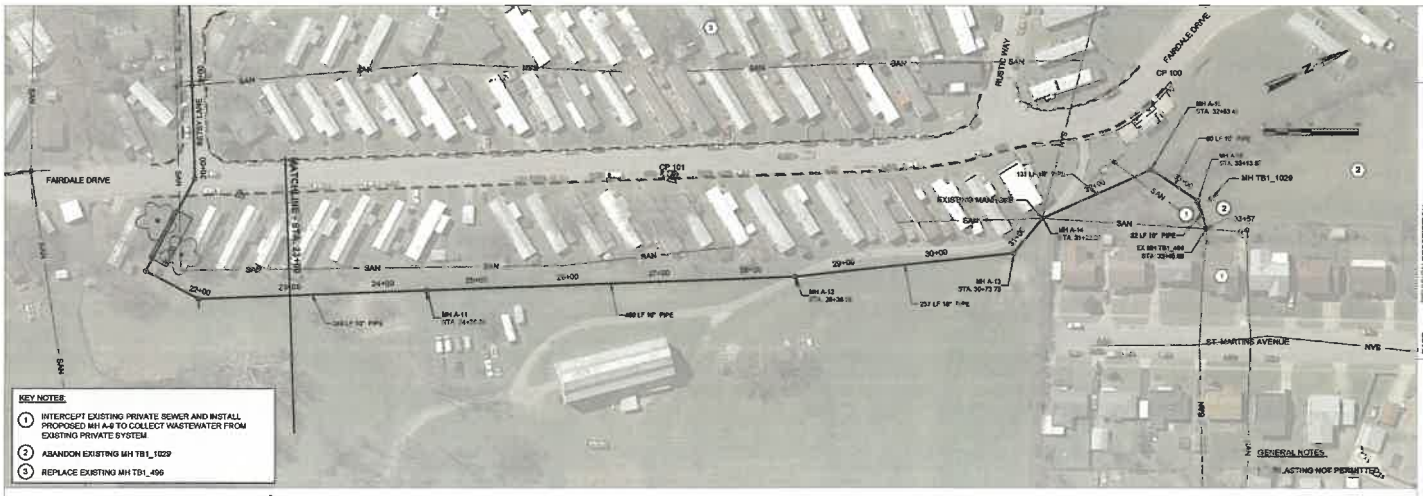
LINE 10A PLAN AND PROFILE SHEET: STA 10+00 TO 19+00

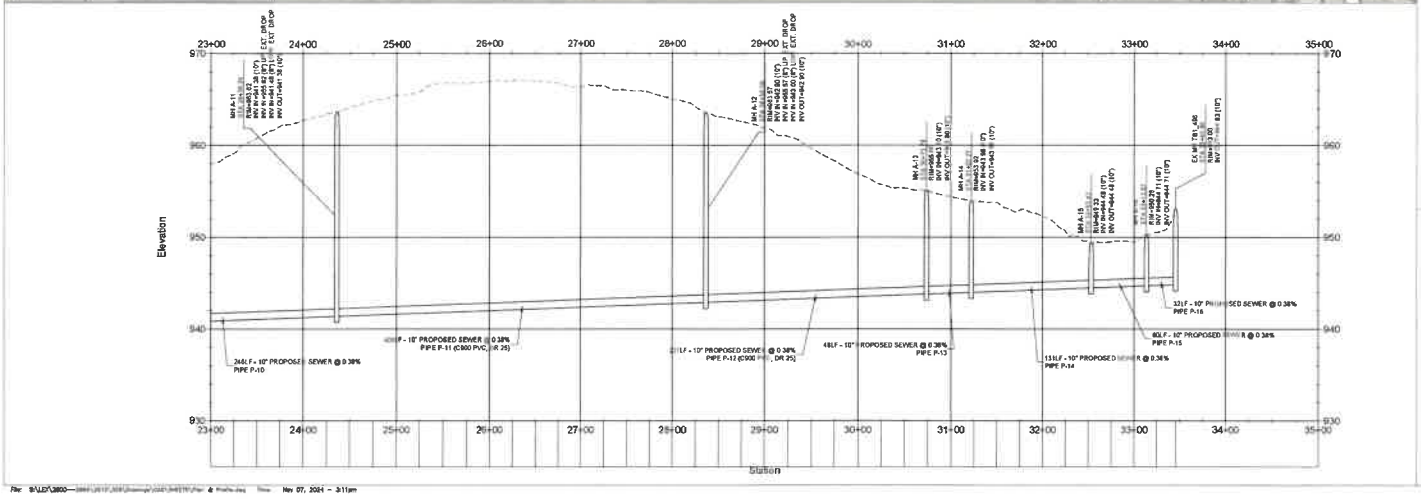
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ST. MARTIN'S VILLAGE PUMP ELIMINATION
LFUCG BID NO. XX-2024

DATE | REVISION DESCRIPTION

JOB: 2015.376
SHEET: C-07
DATE: March 11, 2023
DRAWN: AB
Scale: 1" = 50' H, 1" = 5' V
CHECKED: MID

File: [redacted]\Drawings\CAD\SHEETS\Plan & Profile.dwg Time: Nov 07, 2024 – 3:11pm





LINE K/A PLAN AND PROFILE SHEET: STA 19+00 TO 28+62

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ST. MARTIN'S VILLAGE PUMP ELIMINATION
LFUCG BID NO. XX-2024

REVISION DESCRIPTION	DATE

JOB: 28.3.378
DATE: March 11, 2025
Scale: 1" = 50' H, 1" = 5' V
DRAWN: AS
CHECKED: MLD
SHEET: C-06

Nov 07, 2024 - 3:11pm

RESOLUTION NO. _____ - 2025

A RESOLUTION AMENDING RESOLUTION NO. 524-2024 TO INCREASE THE EASEMENT ACQUISITION BUDGET, AND OTHER PROPERTY RIGHTS NECESSARY, FOR THE ST. MARTINS PUMP STATION ELIMINATION PROJECT, BY $20,000.00, FROM $30,000.00 TO $50,000.00.

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

Section 1 – That Resolution No. 524-2024 be and hereby is amended to increase the easement acquisition budget, and other property rights necessary, for the St. Martins Pump Station Elimination Project, by $20,000.00, from $30,000.00 to $50,000.00.

Section 2 – That an amount, not to exceed the new sum of $50,000.00, be and hereby is approved for payment to the property owners, plus usual and appropriate closing costs, from account #4003-303408-92811, 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
0033-25:CWE:4898-7551-8734, v. 1

RESOLUTION NO. 027 - 2025

A RESOLUTION AMENDING RESOLUTION NO. 524-2024 TO INCREASE THE EASEMENT ACQUISITION BUDGET, AND OTHER PROPERTY RIGHTS NECESSARY, FOR THE ST. MARTINS PUMP STATION ELIMINATION PROJECT, BY $20,000.00, FROM $30,000.00 TO $50,000.00.

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

Section 1 – That Resolution No. 524-2024 be and hereby is amended to increase the easement acquisition budget, and other property rights necessary, for the St. Martins Pump Station Elimination Project, by $20,000.00, from $30,000.00 to $50,000.00.

Section 2 – That an amount, not to exceed the new sum of $50,000.00, be and hereby is approved for payment to the property owners, plus usual and appropriate closing costs, from account #4003-303408-92811, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0033-25:CWE:4898-7551-8734, v. 1

FAYETTE CO, KY FEE $80.00

SUSAN LAMB
COUNTY CLERK

PRESENTED/LODGED: 03/26/2025 03:29:56 PM
HALLIE WOOSLEY, DEPUTY CLERK 202503260143
BK: DB 4122
PG: 517-531

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 14 day of March, 2025, by and between **FAYETTE MHC, LP, a Delaware limited partnership,** 2220 Grandview Drive, Suite 280, Fort Mitchell, Kentucky 41017 (hereinafter "Grantor"), which is the mailing and also the in-care tax mailing address for the current year (hereinafter "Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($50,000.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction,

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

installation, repair, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
St. Martins Village Pump
Station Elimination Project
(a portion of 361 and 421 Price Road)

Tract A
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a new permanent sanitary sewer easement line through the lands of Fayette MHC, LP for nine (9) calls:

1) South 65°04'21" East, a distance of 10.90 feet to a point;
2) North 88°35'27" East, a distance of 50.21 feet to a point;
3) South 46°11'45" East, a distance of 241.70 feet to a point;
4) South 42°08'09" East, a distance of 649.81 feet to a point;
5) South 12°04'26" East, a distance of 77.50 feet to a point;
6) South 77°55'34" West, a distance of 121.02 feet to a point;
7) South 48°14'10" West, a distance of 809.74 feet to a point;
8) South 38°17'45" West, a distance of 68.10 feet to a point; and
9) South 37°02'04" East, a distance of 108.67 feet to a point in an existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, South 52°57'38" West, a distance of 20.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for ten (10) calls:

1) North 37°02'04" West, a distance of 124.11 feet to a point;
2) North 38°17'45" East, a distance of 85.28 feet to a point;
3) North 48°14'10" East, a distance of 816.79 feet to a point;
4) North 77°55'34" East, a distance of 106.32 feet to a point;
5) North 12°04'26" West, a distance of 52.12 feet to a point;
6) North 42°08'09" West, a distance of 643.73 feet to a point;
7) North 46°11'45" West, a distance of 232.67 feet to a point;
8) South 88°35'27" West, a distance of 46.77 feet to a point;
9) North 63°55'35" West, a distance of 139.15 feet to a point, and
10) North 05°56'50" West, a distance of 24.83 fee to a point in the westerly property line of the aforesaid Lexington-Fayette Urban County Government;

Thence with the westerly property line of Lexington-Fayette Urban County Government, South 63°23'40" East, a distance of 136.52 feet to the ***TRUE POINT OF BEGINNING;*** and,

The above-described parcel contains 1.039 Acres (45,260 square feet) of permanent easement; and,

Tract B

All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a reference line through the lands of Fayette MHC, LP, South 00°52'51" West, a distance of 1,453.37 feet to a point in an existing sanitary sewer easement line, said point being the ***TRUE POINT OF BEGINNING;***

Thence with the existing sanitary sewer easement line, North 52°57'38" East, a distance of 20.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for three (3) calls:

1) South 37°02'04" East, a distance of 5.00 feet to a point;
2) South 52°57'38" West, a distance of 20.00 feet to a point; and
3) North 37°02'04" West, a distance of 5.00 feet to the **TRUE POINT OF BEGINNING;** and,

The above-described parcel contains 0.002 Acres (100 square feet) of permanent easement; and,

Tracts A and B, being a portion of the property conveyed to Fayette MHC, LP, a Delaware limited partnership, by Deed dated December 13, 2021, of record in Deed Book 3902, Page 550, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation, repair, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Temporary Construction Easement
St. Martins Village Pump
Station Elimination Project
(a portion of 361 and 421 Price Road)

Tract C
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with the westerly property line of Lexington-Fayette Urban County Government, North 63°23'40" West, a distance of 148.39 feet to the ***TRUE POINT OF BEGINNING;***

Thence with the westerly property line of Lexington-Fayette Urban County Government, South 63°23'40" East, a distance of 11.86 feet to a point;

Thence leaving the westerly property line of Lexington-Fayette Urban County Government, with a new permanent sanitary sewer easement line through the lands of Fayette MHC, LP for two (2) calls:

1) South 05°56'50" East, a distance of 24.83 feet to a point; and
2) South 63°55'35" East, a distance of 103.28 feet to a point;

Thence with a new temporary sanitary sewer construction easement line for three (3) calls:

1) South 26°04'25" West, a distance of 10.00 feet to a point;
2) North 63°55'35" West, a distance of 108.82 feet to a point; and
3) North 05°56'50" West, a distance of 36.75 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.031 Acres (1,368 square feet) of temporary construction easement; and,

Tract D
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a reference line through the lands of Fayette MHC, LP, South 61°09'43" East, a distance of 74.20 feet to a point in a new permanent sanitary sewer easement line, said point being the ***TRUE POINT OF BEGINNING;***

Thence with the new permanent sanitary sewer easement line for seven (7) calls:

1) South 46°11'45" East, a distance of 215.00 feet to a point;
2) South 42°08'09" East, a distance of 643.73 feet to a point;
3) South 12°04'26" East, a distance of 52.12 feet to a point;
4) South 77°55'34" West, a distance of 106.32 feet to a point;
5) South 48°14'10" West, a distance of 816.79 feet to a point;
6) South 38°17'45" West, a distance of 85.28 feet to a point; and
7) South 37°02'04" East, a distance of 124.11 feet to a point in an existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, South 52°57'38" West, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for eight (8) calls:

1) North 37°02'04" West, a distance of 131.83 feet to a point;

2) North 38°17'45" East, a distance of 93.87 feet to a point;
3) North 48°14'10" East, a distance of 820.31 feet to a point;
4) North 77°55'34" East, a distance of 98.97 feet to a point;
5) North 12°04'26" West, a distance of 39.44 feet to a point;
6) North 42°08'09" West, a distance of 640.69 feet to a point;
7) North 46°11'45" West, a distance of 214.64 feet to a point; and
8) North 43°48'15" East, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.469 Acres (20,415 square feet) of temporary construction easement; and,

Tract E

All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with the southerly property line of Lot 1, North 54°43'45" East, a distance of 11.64 feet to a point;

Thence leaving the southerly property line of Lot 1, with a new temporary sanitary sewer construction easement line through the lands of Fayette MHC, LP for nine (9) calls:

1) South 63°55'35" East, a distance of 2.87 feet to a point;
2) North 88°35'27" East, a distance of 51.93 feet to a point;
3) South 46°11'45" East, a distance of 246.22 feet to a point;
4) South 42°08'09" East, a distance of 652.85 feet to a point;

5) South 12°04'26" East, a distance of 90.18 feet to a point;
6) South 77°55'34" West, a distance of 128.37 feet to a point;
7) South 48°14'10" West, a distance of 806.22 feet to a point;
8) South 38°17'45" West, a distance of 59.51 feet to a point; and
9) South 37°02'04" East, a distance of 100.95 feet to a point in an existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, South 52°57'38" West, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for nine (9) calls:

1) North 37°02'04" West, a distance of 108.67 feet to a point;
2) North 38°17'45" East, a distance of 68.10 feet to a point;
3) North 48°14'10" East, a distance of 809.74 feet to a point;
4) North 77°55'34" East, a distance of 121.02 feet to a point;
5) North 12°04'26" West, a distance of 77.50 feet to a point;
6) North 42°08'09" West, a distance of 649.81 feet to a point;
7) North 46°11'45" West, a distance of 241.70 feet to a point;
8) South 88°35'27" West, a distance of 50.21 feet to a point; and
9) North 65°04'21" West, a distance of 10.90 feet to the **POINT OF BEGINNING;** and,

the above-described parcel contains 0.491 Acres (21,384 square feet) of temporary construction easement; and,

Tract F
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a reference line through the lands of Fayette MHC, LP, South 00°03'51" East, a distance of 1,435.13 feet to a point in an existing sanitary sewer easement line, said point being the ***TRUE POINT OF BEGINNING;***

Thence with a new temporary sanitary sewer construction easement line for three (3) calls:

1) South 37°02'04" East, a distance of 15.00 feet to a point;
2) South 52°57'38" West, a distance of 40.00 feet to a point; and
3) North 37°02'04" West, a distance of 15.00 feet to a point in the existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, North 52°57'38" East, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for three (3) calls:

1) South 37°02'04" East, a distance of 5.00 feet to a point;
2) North 52°57'38" East, a distance of 20.00 feet to a point; and
3) North 37°02'04" West, a distance of 5.00 feet to a point in the existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, North 52°57'38" East, a distance of 10.00 feet to the **POINT OF BEGINNING;** and,

the above-described parcel contains 0.011 Acres (500 square feet) of temporary construction easement; and,

Tracts C, D, E and F, being a portion of the property conveyed to Fayette MHC, LP, a Kentucky limited partnership, by Deed dated December 13, 2021, of record in Deed Book 3902, Page 550, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements together with all rights, appurtenances, and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

TOGETHER with the right to use the above-described easements during the time the sanitary sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easements as may be reasonably necessary for the construction and maintenance of said project.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project or maintenance thereof.

Grantor shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

Grantee does hereby covenant to and with said Grantor that it shall restore, to an equal to or better condition, any of Grantor's property disturbed by the construction, improvement, or maintenance of a sanitary sewer in or upon the easements conveyed herein.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that it will **WARRANT SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution 524-2024, passed by the Lexington-Fayette Urban County Council on October 24, 2024, and by Amended Resolution 027-2025, passed by the Lexington-Fayette Urban County Council on January 23, 2025. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Deed of Easement, this the day and year first above written.

GRANTOR:

FAYETTE MHC, LP, a
Kentucky limited partnership

BY: _____
KURTIS P. KEENEY,
CEO/GENERAL PARTNER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF KENTON)

This instrument was acknowledged, subscribed and sworn to before me by Kurtis P. Keeney, as CEO/General Partner, for and on behalf of Fayette MHC, LP, a Kentucky limited partnership, on this the 14 day of March, 2025.

Notary Public, Kentucky, State-at-Large

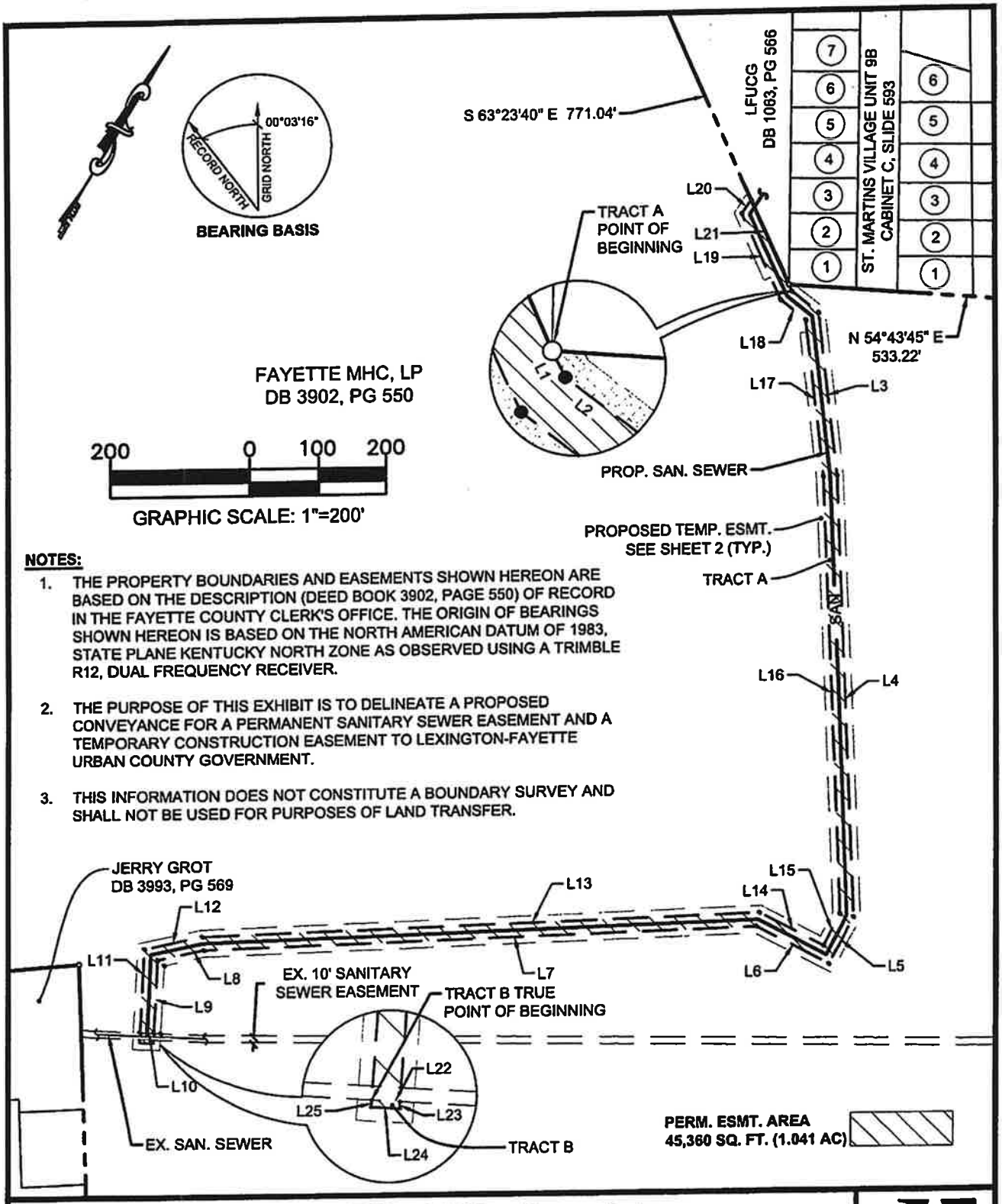
My Commission Expires: 3/4/27

Notary ID # KYNP67874

PREPARED BY:

TIFFANY HOLSKEY
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

4874-8096-0765, v. 1



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE DESCRIPTION (DEED BOOK 3902, PAGE 550) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH ZONE AS OBSERVED USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

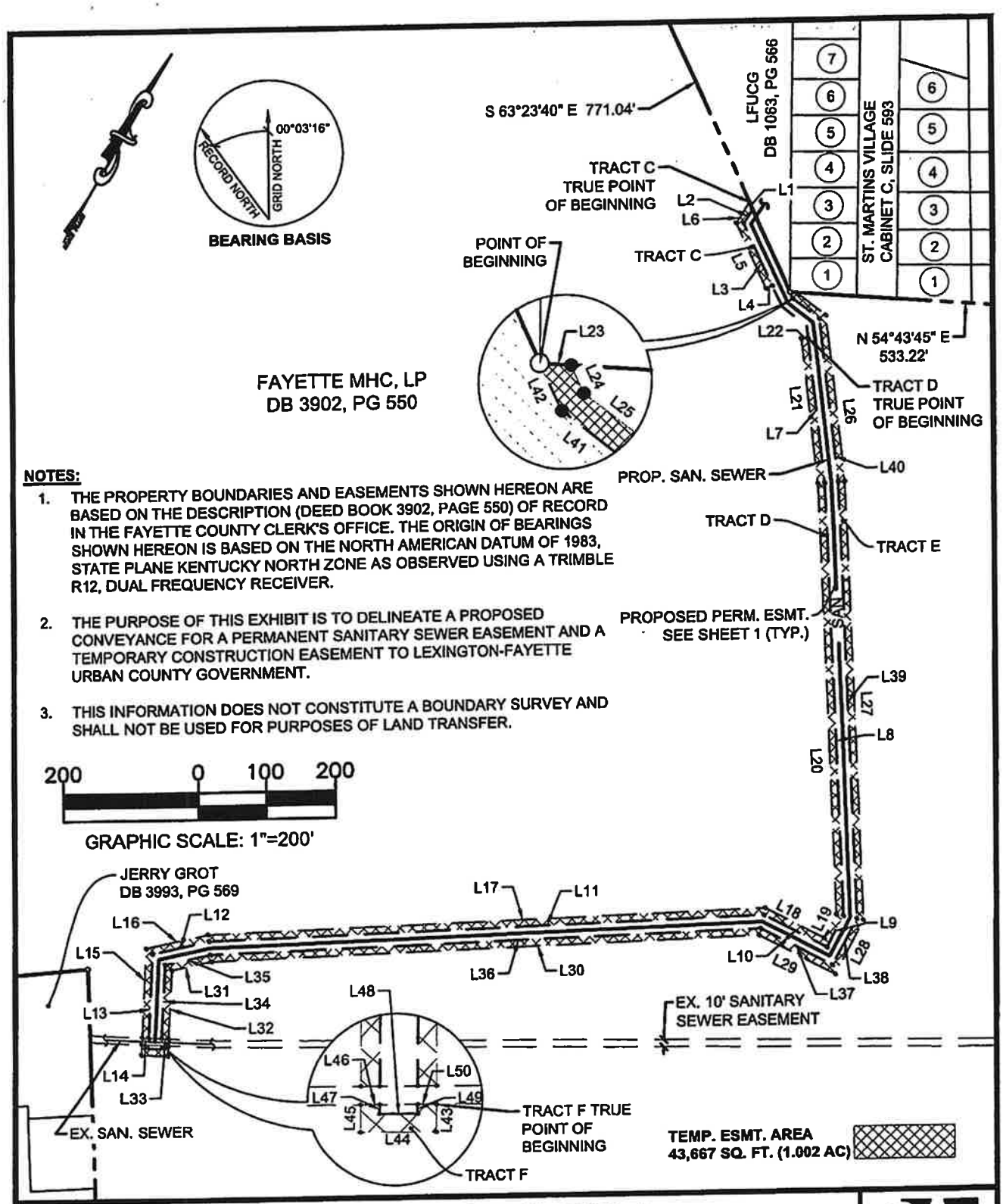
SANITARY SEWER EASEMENT EXHIBIT
FAYETTE MHC, LP
361 & 421 PRICE ROAD
ST. MARTINS PUMP STATION ELIMINATION PROJECT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

NOVEMBER 2024

STRAND ASSOCIATES®

SHEET 1 OF 3

2815.328



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE DESCRIPTION (DEED BOOK 3902, PAGE 550) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH ZONE AS OBSERVED USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

SANITARY SEWER EASEMENT EXHIBIT
FAYETTE MHC, LP
361 & 421 PRICE ROAD
ST. MARTINS PUMP STATION ELIMINATION PROJECT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

NOVEMBER 2024

STRAND ASSOCIATES®

SHEET 2 OF 3

2815.328

PERMANENT EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.90	S 65°04'21" E
L2	50.21	N 88°35'27" E
L3	241.70	S 46°11'45" E
L4	649.81	S 42°08'09" E
L5	77.50	S 12°04'26" E
L6	121.02	S 77°55'34" W
L7	809.74	S 48°14'10" W
L8	68.10	S 38°17'45" W
L9	108.67	S 37°02'04" E
L10	20.00	S 52°57'38" W
L11	124.11	N 37°02'04" W
L12	85.28	N 38°17'45" E
L13	816.79	N 48°14'10" E
L14	106.32	N 77°55'34" E
L15	52.12	N 12°04'26" W
L16	643.73	N 42°08'09" W
L17	232.67	N 46°11'45" W
L18	46.77	S 88°35'27" W
L19	139.15	N 63°55'35" W
L20	24.83	N 05°56'50" W
L21	136.52	S 63°23'40" E
L22	20.00	N 52°57'38" E
L23	5.00	S 37°02'04" E
L24	20.00	S 52°57'38" W
L25	5.00	N 37°02'04" W

TEMPORARY EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	11.86	S 63°23'40" E
L2	24.83	S 05°56'50" E
L3	103.28	S 63°55'35" E
L4	10.00	S 26°04'25" W
L5	108.82	N 63°55'35" W
L6	36.75	N 05°56'50" W
L7	215.00	S 46°11'45" E
L8	643.73	S 42°08'09" E
L9	52.12	S 12°04'26" E
L10	106.32	S 77°55'34" W
L11	816.79	S 48°14'10" W
L12	85.28	S 38°17'45" W
L13	124.11	S 37°02'04" E
L14	10.00	S 52°57'38" W
L15	131.83	N 37°02'04" W
L16	93.87	N 38°17'45" E
L17	820.31	N 48°14'10" E
L18	98.97	N 77°55'34" E
L19	39.44	N 12°04'26" W
L20	640.69	N 42°08'09" W
L21	214.64	N 46°11'45" W
L22	10.00	N 43°48'15" E
L23	11.64	N 54°43'45" E
L24	2.87	S 63°55'35" E
L25	51.93	N 88°35'27" E
L26	246.22	S 46°11'45" E
L27	652.85	S 42°08'09" E
L28	90.18	S 12°04'26" E
L29	128.37	S 77°55'34" W
L30	806.22	S 48°14'10" W
L31	59.51	S 38°17'45" W
L32	100.95	S 37°02'04" E
L33	10.00	S 52°57'38" W
L34	108.67	N 37°02'04" W

TEMPORARY EASEMENT LINE TABLE		
L35	68.10	N 38°17'45" E
L36	809.74	N 48°14'10" E
L37	121.02	N 77°55'34" E
L38	77.50	N 12°04'26" W
L39	649.81	N 42°08'09" W
L40	241.70	N 46°11'45" W
L41	50.21	S 88°35'27" W
L42	10.90	N 65°04'21" W
L43	15.00	S 37°02'04" E
L44	40.00	S 52°57'38" W
L45	15.00	N 37°02'04" W
L46	10.00	N 52°57'38" E
L47	5.00	S 37°02'04" E
L48	20.00	N 52°57'38" E
L49	5.00	N 37°02'04" W
L50	10.00	N 52°57'38" E

SANITARY SEWER EASEMENT EXHIBIT
FAYETTE MHC, LP
361 & 421 PRICE ROAD
ST. MARTINS PUMP STATION ELIMINATION PROJECT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

NOVEMBER 2024

STRAND ASSOCIATES®

SHEET 3 OF 3

2815.328

FAYETTE CO, KY FEE $80.00

SUSAN LAMB
COUNTY CLERK

PRESENTED/LODGED: 03/26/2025 03:29:56 PM
HALLIE WOOSLEY, DEPUTY CLERK 202503260143
BK: DB 4122
PG: 517-531

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 14 day of March, 2025, by and between **FAYETTE MHC, LP, a Delaware limited partnership,** 2220 Grandview Drive, Suite 280, Fort Mitchell, Kentucky 41017 (hereinafter "Grantor"), which is the mailing and also the in-care tax mailing address for the current year (hereinafter "Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($50,000.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction,

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

installation, repair, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
St. Martins Village Pump
Station Elimination Project
(a portion of 361 and 421 Price Road)

Tract A
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a new permanent sanitary sewer easement line through the lands of Fayette MHC, LP for nine (9) calls:

1) South 65°04'21" East, a distance of 10.90 feet to a point;
2) North 88°35'27" East, a distance of 50.21 feet to a point;
3) South 46°11'45" East, a distance of 241.70 feet to a point;
4) South 42°08'09" East, a distance of 649.81 feet to a point;
5) South 12°04'26" East, a distance of 77.50 feet to a point;
6) South 77°55'34" West, a distance of 121.02 feet to a point;
7) South 48°14'10" West, a distance of 809.74 feet to a point;
8) South 38°17'45" West, a distance of 68.10 feet to a point; and
9) South 37°02'04" East, a distance of 108.67 feet to a point in an existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, South 52°57'38" West, a distance of 20.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for ten (10) calls:

1) North 37°02'04" West, a distance of 124.11 feet to a point;
2) North 38°17'45" East, a distance of 85.28 feet to a point;
3) North 48°14'10" East, a distance of 816.79 feet to a point;
4) North 77°55'34" East, a distance of 106.32 feet to a point;
5) North 12°04'26" West, a distance of 52.12 feet to a point;
6) North 42°08'09" West, a distance of 643.73 feet to a point;
7) North 46°11'45" West, a distance of 232.67 feet to a point;
8) South 88°35'27" West, a distance of 46.77 feet to a point;
9) North 63°55'35" West, a distance of 139.15 feet to a point, and
10) North 05°56'50" West, a distance of 24.83 fee to a point in the westerly property line of the aforesaid Lexington-Fayette Urban County Government;

Thence with the westerly property line of Lexington-Fayette Urban County Government, South 63°23'40" East, a distance of 136.52 feet to the ***TRUE POINT OF BEGINNING;*** and,

The above-described parcel contains 1.039 Acres (45,260 square feet) of permanent easement; and,

Tract B

All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a reference line through the lands of Fayette MHC, LP, South 00°52'51" West, a distance of 1,453.37 feet to a point in an existing sanitary sewer easement line, said point being the ***TRUE POINT OF BEGINNING;***

Thence with the existing sanitary sewer easement line, North 52°57'38" East, a distance of 20.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for three (3) calls:

1) South 37°02'04" East, a distance of 5.00 feet to a point;
2) South 52°57'38" West, a distance of 20.00 feet to a point; and
3) North 37°02'04" West, a distance of 5.00 feet to the **TRUE POINT OF BEGINNING;** and,

The above-described parcel contains 0.002 Acres (100 square feet) of permanent easement; and,

Tracts A and B, being a portion of the property conveyed to Fayette MHC, LP, a Delaware limited partnership, by Deed dated December 13, 2021, of record in Deed Book 3902, Page 550, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation, repair, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Temporary Construction Easement
St. Martins Village Pump
Station Elimination Project
(a portion of 361 and 421 Price Road)

Tract C
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with the westerly property line of Lexington-Fayette Urban County Government, North 63°23'40" West, a distance of 148.39 feet to the ***TRUE POINT OF BEGINNING;***

Thence with the westerly property line of Lexington-Fayette Urban County Government, South 63°23'40" East, a distance of 11.86 feet to a point;

Thence leaving the westerly property line of Lexington-Fayette Urban County Government, with a new permanent sanitary sewer easement line through the lands of Fayette MHC, LP for two (2) calls:

1) South 05°56'50" East, a distance of 24.83 feet to a point; and
2) South 63°55'35" East, a distance of 103.28 feet to a point;

Thence with a new temporary sanitary sewer construction easement line for three (3) calls:

1) South 26°04'25" West, a distance of 10.00 feet to a point;
2) North 63°55'35" West, a distance of 108.82 feet to a point; and
3) North 05°56'50" West, a distance of 36.75 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.031 Acres (1,368 square feet) of temporary construction easement; and,

Tract D
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a reference line through the lands of Fayette MHC, LP, South 61°09'43" East, a distance of 74.20 feet to a point in a new permanent sanitary sewer easement line, said point being the ***TRUE POINT OF BEGINNING;***

Thence with the new permanent sanitary sewer easement line for seven (7) calls:

1) South 46°11'45" East, a distance of 215.00 feet to a point;
2) South 42°08'09" East, a distance of 643.73 feet to a point;
3) South 12°04'26" East, a distance of 52.12 feet to a point;
4) South 77°55'34" West, a distance of 106.32 feet to a point;
5) South 48°14'10" West, a distance of 816.79 feet to a point;
6) South 38°17'45" West, a distance of 85.28 feet to a point; and
7) South 37°02'04" East, a distance of 124.11 feet to a point in an existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, South 52°57'38" West, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for eight (8) calls:

1) North 37°02'04" West, a distance of 131.83 feet to a point;

2) North 38°17'45" East, a distance of 93.87 feet to a point;
3) North 48°14'10" East, a distance of 820.31 feet to a point;
4) North 77°55'34" East, a distance of 98.97 feet to a point;
5) North 12°04'26" West, a distance of 39.44 feet to a point;
6) North 42°08'09" West, a distance of 640.69 feet to a point;
7) North 46°11'45" West, a distance of 214.64 feet to a point; and
8) North 43°48'15" East, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING;** and,

The above-described parcel contains 0.469 Acres (20,415 square feet) of temporary construction easement; and,

Tract E

All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with the southerly property line of Lot 1, North 54°43'45" East, a distance of 11.64 feet to a point;

Thence leaving the southerly property line of Lot 1, with a new temporary sanitary sewer construction easement line through the lands of Fayette MHC, LP for nine (9) calls:

1) South 63°55'35" East, a distance of 2.87 feet to a point;
2) North 88°35'27" East, a distance of 51.93 feet to a point;
3) South 46°11'45" East, a distance of 246.22 feet to a point;
4) South 42°08'09" East, a distance of 652.85 feet to a point;

5) South 12°04'26" East, a distance of 90.18 feet to a point;
6) South 77°55'34" West, a distance of 128.37 feet to a point;
7) South 48°14'10" West, a distance of 806.22 feet to a point;
8) South 38°17'45" West, a distance of 59.51 feet to a point; and
9) South 37°02'04" East, a distance of 100.95 feet to a point in an existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, South 52°57'38" West, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for nine (9) calls:

1) North 37°02'04" West, a distance of 108.67 feet to a point;
2) North 38°17'45" East, a distance of 68.10 feet to a point;
3) North 48°14'10" East, a distance of 809.74 feet to a point;
4) North 77°55'34" East, a distance of 121.02 feet to a point;
5) North 12°04'26" West, a distance of 77.50 feet to a point;
6) North 42°08'09" West, a distance of 649.81 feet to a point;
7) North 46°11'45" West, a distance of 241.70 feet to a point;
8) South 88°35'27" West, a distance of 50.21 feet to a point; and
9) North 65°04'21" West, a distance of 10.90 feet to the **POINT OF BEGINNING;** and,

the above-described parcel contains 0.491 Acres (21,384 square feet) of temporary construction easement; and,

Tract F
All that strip or parcel of land situated on the north side of Price Road, west of DePorres Avenue in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Fayette MHC, LP (Deed Book 3902, Page 550), Lexington-Fayette Urban County Government (Deed Book 1063, Page 566), and Lot 1, Block Z, as shown on the Record Plat of St. Martins Village, Unit Nine B (Plat Cabinet C, Slide 593);

Thence with a reference line through the lands of Fayette MHC, LP, South 00°03'51" East, a distance of 1,435.13 feet to a point in an existing sanitary sewer easement line, said point being the ***TRUE POINT OF BEGINNING;***

Thence with a new temporary sanitary sewer construction easement line for three (3) calls:

1) South 37°02'04" East, a distance of 15.00 feet to a point;
2) South 52°57'38" West, a distance of 40.00 feet to a point; and
3) North 37°02'04" West, a distance of 15.00 feet to a point in the existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, North 52°57'38" East, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for three (3) calls:

1) South 37°02'04" East, a distance of 5.00 feet to a point;
2) North 52°57'38" East, a distance of 20.00 feet to a point; and
3) North 37°02'04" West, a distance of 5.00 feet to a point in the existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, North 52°57'38" East, a distance of 10.00 feet to the **POINT OF BEGINNING;** and,

the above-described parcel contains 0.011 Acres (500 square feet) of temporary construction easement; and,

Tracts C, D, E and F, being a portion of the property conveyed to Fayette MHC, LP, a Kentucky limited partnership, by Deed dated December 13, 2021, of record in Deed Book 3902, Page 550, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements together with all rights, appurtenances, and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

TOGETHER with the right to use the above-described easements during the time the sanitary sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easements as may be reasonably necessary for the construction and maintenance of said project.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project or maintenance thereof.

Grantor shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

Grantee does hereby covenant to and with said Grantor that it shall restore, to an equal to or better condition, any of Grantor's property disturbed by the construction, improvement, or maintenance of a sanitary sewer in or upon the easements conveyed herein.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that it will **WARRANT SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution 524-2024, passed by the Lexington-Fayette Urban County Council on October 24, 2024, and by Amended Resolution 027-2025, passed by the Lexington-Fayette Urban County Council on January 23, 2025. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Deed of Easement, this the day and year first above written.

GRANTOR:

FAYETTE MHC, LP, a
Kentucky limited partnership

BY: _____
KURTIS P. KEENEY,
CEO/GENERAL PARTNER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF KENTON)

This instrument was acknowledged, subscribed and sworn to before me by Kurtis P. Keeney, as CEO/General Partner, for and on behalf of Fayette MHC, LP, a Kentucky limited partnership, on this the 14 day of March, 2025.

Notary Public, Kentucky, State-at-Large

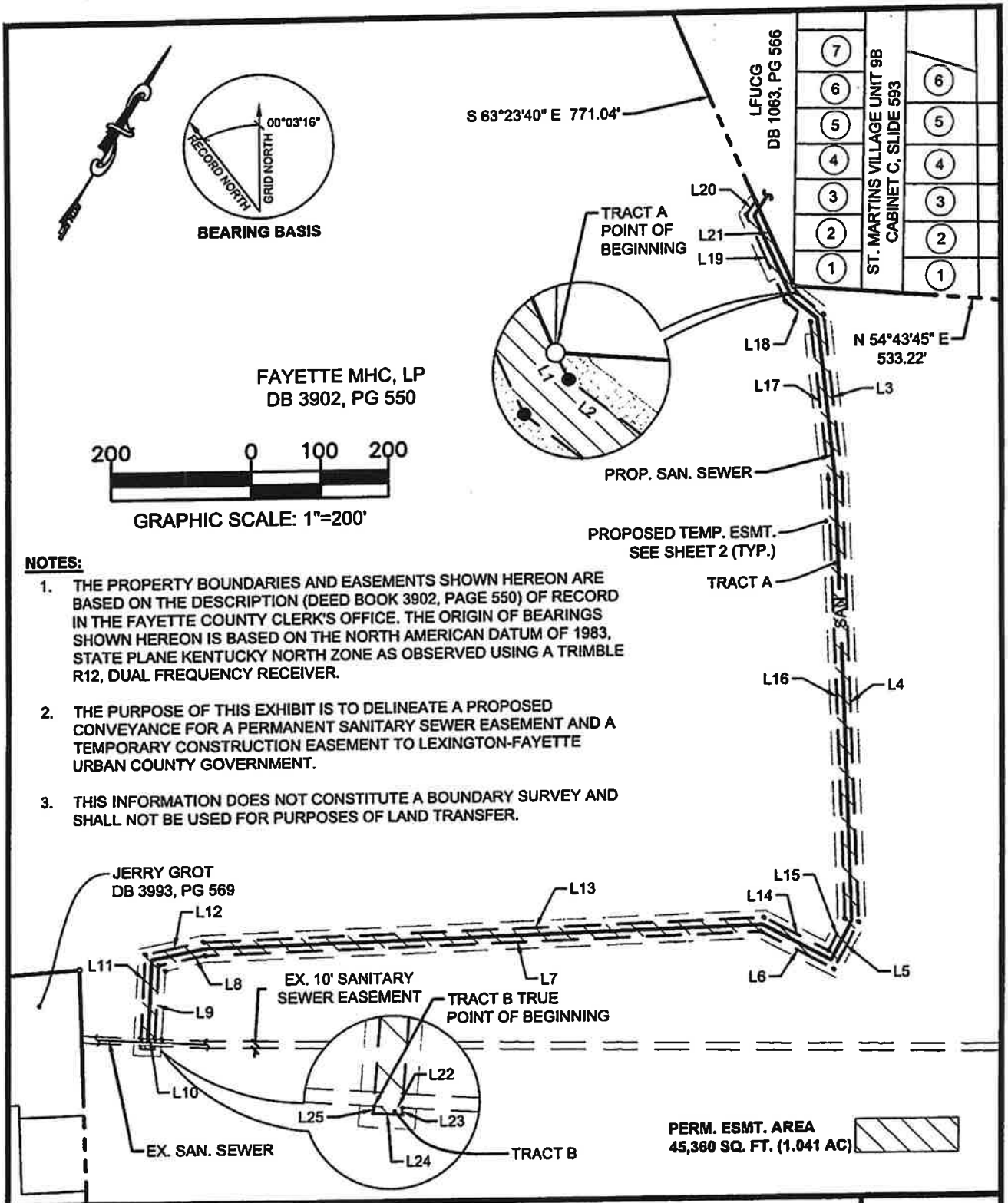
My Commission Expires: 3/4/27

Notary ID # KYNP67874

PREPARED BY:

TIFFANY HOLSKEY
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

4874-8096-0765, v. 1



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE DESCRIPTION (DEED BOOK 3902, PAGE 550) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH ZONE AS OBSERVED USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

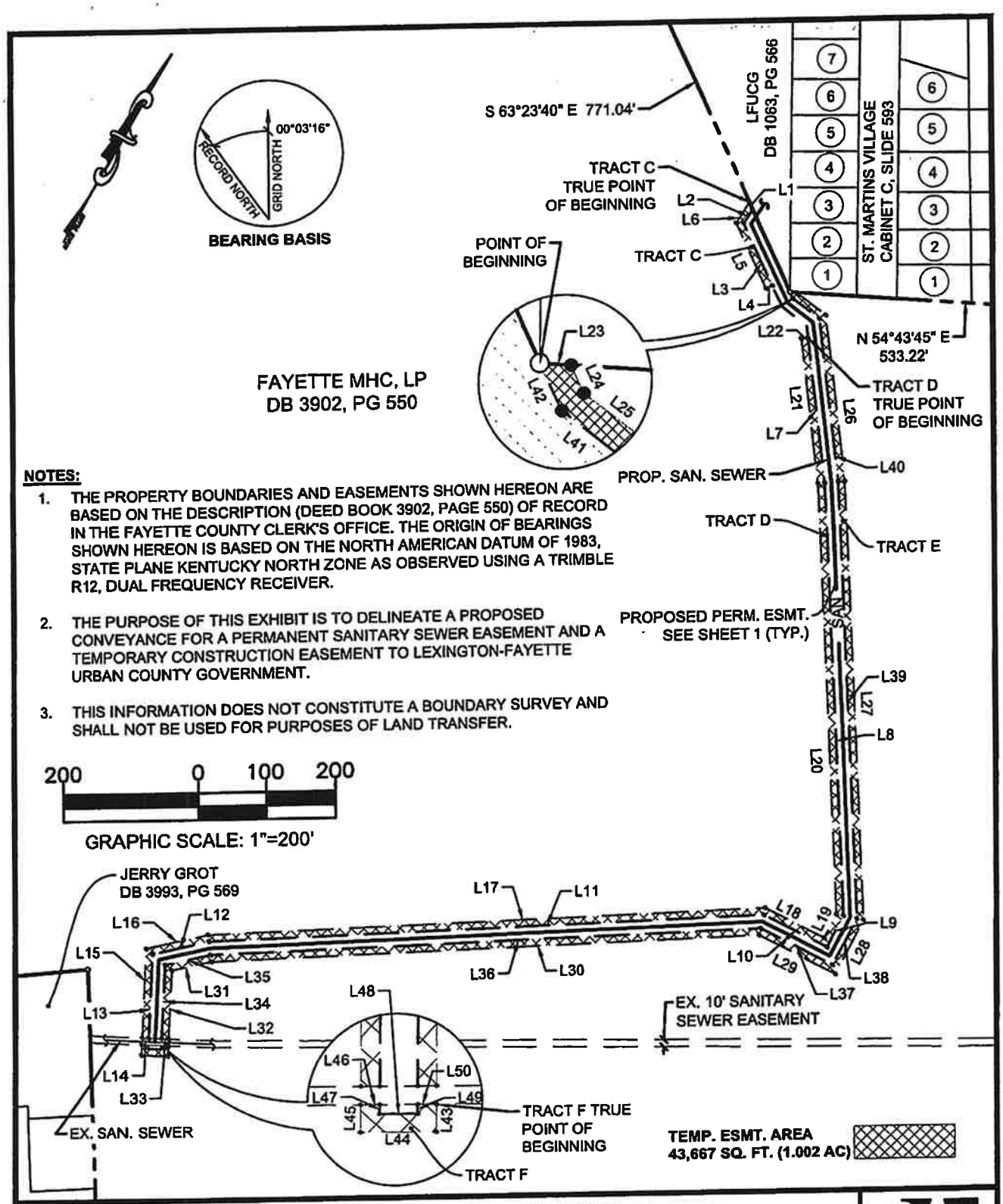
SANITARY SEWER EASEMENT EXHIBIT
FAYETTE MHC, LP
361 & 421 PRICE ROAD
ST. MARTINS PUMP STATION ELIMINATION PROJECT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

NOVEMBER 2024

STRAND ASSOCIATES®

SHEET 1 OF 3

2815.328



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE DESCRIPTION (DEED BOOK 3902, PAGE 550) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH ZONE AS OBSERVED USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
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SANITARY SEWER EASEMENT EXHIBIT
FAYETTE MHC, LP
361 & 421 PRICE ROAD
ST. MARTINS PUMP STATION ELIMINATION PROJECT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

NOVEMBER 2024

STRAND ASSOCIATES®

SHEET 2 OF 3

2815.328

PERMANENT EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.90	S 65°04'21" E
L2	50.21	N 88°35'27" E
L3	241.70	S 46°11'45" E
L4	649.81	S 42°08'09" E
L5	77.50	S 12°04'26" E
L6	121.02	S 77°55'34" W
L7	809.74	S 48°14'10" W
L8	68.10	S 38°17'45" W
L9	108.67	S 37°02'04" E
L10	20.00	S 52°57'38" W
L11	124.11	N 37°02'04" W
L12	85.28	N 38°17'45" E
L13	816.79	N 48°14'10" E
L14	106.32	N 77°55'34" E
L15	52.12	N 12°04'26" W
L16	643.73	N 42°08'09" W
L17	232.67	N 46°11'45" W
L18	46.77	S 88°35'27" W
L19	139.15	N 63°55'35" W
L20	24.83	N 05°56'50" W
L21	136.52	S 63°23'40" E
L22	20.00	N 52°57'38" E
L23	5.00	S 37°02'04" E
L24	20.00	S 52°57'38" W
L25	5.00	N 37°02'04" W

TEMPORARY EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	11.86	S 63°23'40" E
L2	24.83	S 05°56'50" E
L3	103.28	S 63°55'35" E
L4	10.00	S 26°04'25" W
L5	108.82	N 63°55'35" W
L6	36.75	N 05°56'50" W
L7	215.00	S 46°11'45" E
L8	643.73	S 42°08'09" E
L9	52.12	S 12°04'26" E
L10	106.32	S 77°55'34" W
L11	816.79	S 48°14'10" W
L12	85.28	S 38°17'45" W
L13	124.11	S 37°02'04" E
L14	10.00	S 52°57'38" W
L15	131.83	N 37°02'04" W
L16	93.87	N 38°17'45" E
L17	820.31	N 48°14'10" E
L18	98.97	N 77°55'34" E
L19	39.44	N 12°04'26" W
L20	640.69	N 42°08'09" W
L21	214.64	N 46°11'45" W
L22	10.00	N 43°48'15" E
L23	11.64	N 54°43'45" E
L24	2.87	S 63°55'35" E
L25	51.93	N 88°35'27" E
L26	246.22	S 46°11'45" E
L27	652.85	S 42°08'09" E
L28	90.18	S 12°04'26" E
L29	128.37	S 77°55'34" W
L30	806.22	S 48°14'10" W
L31	59.51	S 38°17'45" W
L32	100.95	S 37°02'04" E
L33	10.00	S 52°57'38" W
L34	108.67	N 37°02'04" W

TEMPORARY EASEMENT LINE TABLE		
L35	68.10	N 38°17'45" E
L36	809.74	N 48°14'10" E
L37	121.02	N 77°55'34" E
L38	77.50	N 12°04'26" W
L39	649.81	N 42°08'09" W
L40	241.70	N 46°11'45" W
L41	50.21	S 88°35'27" W
L42	10.90	N 65°04'21" W
L43	15.00	S 37°02'04" E
L44	40.00	S 52°57'38" W
L45	15.00	N 37°02'04" W
L46	10.00	N 52°57'38" E
L47	5.00	S 37°02'04" E
L48	20.00	N 52°57'38" E
L49	5.00	N 37°02'04" W
L50	10.00	N 52°57'38" E

SANITARY SEWER EASEMENT EXHIBIT
FAYETTE MHC, LP
361 & 421 PRICE ROAD
ST. MARTINS PUMP STATION ELIMINATION PROJECT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

NOVEMBER 2024

STRAND ASSOCIATES®

SHEET 3 OF 3

2815.328

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1245-24

File ID:	1245-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	007-2025	**In Control:**	Urban County Council
				File Created:	12/10/2024
File Name:	Sole Source Chevin Fleet Services			**Final Action:**	01/23/2025

Title: A Resolution authorizing the Div. of Fleet Services to purchase license fees and professional services from Chevin Fleet Solutions, LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Chevin Fleet Solutions, LLC, related to the procurement at a cost not to exceed $159,000. [Div. of Facilities and Fleet Management, Baradaran]

Notes: Stamped and filed in the CCO. Returned to Liz Rodgers 1/27/2025. Law DID okay the docusign signatures. MS

Sponsors:		**Enactment Date:**	01/23/2025
Attachments:	Sole Source Memo, Lexington Fayette County Government - FleetWave SaaS Transition SOW - 2024, Chevin MSA 12_22_24, SOLE SOURCE CERTIFICATION_Chevin 2024, RESO 1245-24 Chevin Fleet Solutions, LLC 4923-2651-3164 v.1.docx, R-028-2025, Contract #007-2025, Contract #007-2025 - Master Subscription Agreement	**Enactment Number:**	R-028-2025
Deed #:		**Hearing Date:**	
Drafter:	Wanda Kean	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/14/2025	Approved and Referred to Docket	Urban County Council	01/16/2025		Pass
1	Urban County Council	01/16/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Approved				Pass

Text of Legislative File 1245-24

Title

A Resolution authorizing the Div. of Fleet Services to purchase license fees and professional services from Chevin Fleet Solutions, LLC, a sole source provider, and

authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Chevin Fleet Solutions, LLC, related to the procurement at a cost not to exceed $159,000. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to execute a statement of work with Chevin Fleet Solutions LLC, a sole source provider, for the purchase of license fees and professional services to re-platform fleet management software application to a cloud-based solution, to migrate data from existing system, and to optimize system forms and workflows. At a cost of $159,000. Funds are Budgeted. (L1245-24) (Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Asleigh Bailey 9/30/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number:

1101-707301-0001-71304 - $80,100

1101-707301-0001-96202 - $78,900

This Fiscal Year Impact: $159,000

Annual Impact: $78,900

Project:

Activity:

Budget Reference:

Current Balance: 1101-707301-0001-71304 - $80,100

1101-707301-0001-96202 - $78,900

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
DEPT. OF GENERAL SERVICES

9TO: Mayor Linda Gorton
Urban County Council

FROM: Wanda Kean
Wanda Kean, Deputy Director
Division of Facilities and Fleet Management

DATE: January 9, 2025

SUBJ: Sole Source Procurement for Chevin Fleet Solutions LLC

Request:

Authorization to issue a sole source status to Chevin Fleet Solutions LLC and to execute a statement of work.
The statement of work is derived from the Master Services Agreement with Chevin Fleet Solutions, LLC per resolution 628-2003.

Purpose:

The Division of Fleet Services is requesting sole source status for Chevin Fleet Solutions LLC for the purchase of license fees and professional services to re-platform fleet management software application to cloud-based solution, migrate data from existing system and to optimize system forms and workflows.

Budgetary Implication:
The cost for the fiscal year 2025 is approximately $159,000

Are funds budgeted?
Yes
1101-707301-0001-71304 - $80,100
1101-707301-0001-96202 - $78,900

File Number: 1245-24
Director/Commissioner: Jamshid Baradaran/Chris Ford

chevin SMART FLEET MANAGEMENT



FleetWave SaaS Transition Statement of Work

Lexington Fayette County Government

John Davis | VP, Strategic Services Engagement | 7th November 2024

V2

911

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1. Distribution & review history

1.1. Change record

Date	Version	Editor	Change reference
6th August 2024	1	John Davis, VP Strategic Services	Document Creation
7th November 2024	2	John Davis, VP Strategic Services	Multiple updates based on meetings and email documentation

1.2. Reviewers

Name	Company	Position
Gary Thompson	Chevin Fleet Solutions	CEO
Dave Hendrickson	Chevin Fleet Solutions	PS Director US

2. Document purpose

This Statement of Work (SOW) outlines the scope of services required for Chevin Fleet Solutions “Chevin” to provide software implementation services to Lexington Fayette County Government (hereinafter referred to as "Client"). Chevin will perform in accordance with this SOW.

When mutually executed for implementation, this SOW becomes contractually binding on Chevin and the Client under the terms and conditions of the Master Subscription Agreement (MSA).

Upon acceptance by both Chevin and Client, any changes or modifications to the SOW will be subject to Change Control with all changes agreed with Client in writing and documented in line with the Change Management Plan (which will be established during the planning phase).

Any change requests generated against this SOW will be subject to the same terms & conditions outlined in this SOW, unless explicitly superseded in writing on the change request quotation document.

This SOW is independent of any license agreements.

3. Executive summary

This document outlines the role of Chevin Fleet Solutions in providing consultancy services in the delivery of FleetWave (fleet management software). The provision of these resources is to satisfy the estimated scope of work in line with client requirements (see 'The Works' section) and is provided on a Time & Materials basis. The below costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery.

The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

3.1. Proposed resources

Chevin will assign the following resources to the project:

- Project Manager
- Business Consultant
- Implementation Consultant

3.2. Total investment estimate

One-Off Professional Services

Phase	Estimated Days	Estimated Cost
Phase 1 – Migration to Chevin Azure hosting.	7.50	$15,300.00
Phase 2 – SaaS features, Training, and Vehicle Service Event functionality.	9.00	$18,300.00
Phase 3 – Additional enhancements and customizations.	21.75	$45,300.00
TOTAL	**38.25**	**$78,900.00**

3.3. Payment schedule

Professional Services to be invoiced monthly based on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

4. The Works

This section provides details on the deliverables that are covered by this SOW and the resources that will be provided to deliver them. For completeness, any items which are specifically out of scope are called out for total clarity.

4.1. Scope and deliverables

Chevin have reviewed the Client's requirements in determining the scope of this SOW, which has been identified as below. This scope is based on Chevin's understanding of activity carried out during the procurement phase (e.g., system demos, RFP's, conversations, etc.) and represents our interpretation of this activity. This section supersedes any prior documentation, and the client should therefore pay particular attention to ensuring that this accurately reflects requirements and expectations. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. All development and configuration work will be provided in the current version of FleetWave software and will require updating to the latest version as part of this project.

Phase 1		Estimated days			
Requirement	**Notes & Assumptions**	**Config.**	**Dev**	**BC**	**Total**
Migrate to Chevin Azure Hosting	**Lexington Fayette County Government will:** Provide a copy of the Production database, Code, and Pictures folder to Chevin to restore in the Azure environment. Provide validation of the successful transfer to the Chevin hosted environment. **Chevin will:** Create an SFTP site for Lexington Fayette County Government and provide credentials. Restore the Production database, Code, and Pictures folder provided to the Chevin Azure environment. Provide Lexington Fayette County Government with the hosted URL to validate in the Chevin hosted environment. Once validated, a production cutover date will be scheduled. The Lexington Fayette County Government will provide updated copies of the database and Pictures folder. Chevin will restore the updated copies and confirm the site is ready for Production use. There are two file-based ftp transfer integrations that will need to be repointed to the Chevin hosted sftp server: • Riley fuel imports. • Speedway fuel imports. The estimate provided is based on a two-week UAT period. Extending UAT will require a separate Change Control from Chevin estimating the additional cost based on anticipated duration and resources required. There are no reports, processes, custom Forms, or integrations required other than those referenced in this Statement of Work.	6.00	-	-	**6.00**
Sub-Total Phase 1		6.00	-	-	**6.00**
Project Management		-	-	-	**1.50**
Total Phase 1					**7.50**

Phase 2		Estimated days			
Requirement	**Notes & Assumptions**	**Config.**	**Dev**	**BC**	**Total**
Phase 2	Phase 2 will commence once Phase 1 has completed and the end stage report for Phase 1 is signed off.	-	-	-	**-**
SaaS Transition	Chevin will: Update the Production environment (v2.137) to the current version of FleetWave code to facilitate transition to SaaS licensing. The update to the current code version will be arranged at a mutually convenient time. All functionality, automation, screen design, and column orders, and other attributes will remain unchanged. There are no reports, processes, custom forms, or integrations required other than those referenced in this Statement of Work.	1.00	-	-	**1.00**
Migrate Vehicle Service data to Vehicle Service Events module	Chevin will extract vehicle service data currently stored on the Vehicles table and import to the Vehicle Service Events Module. Service-related fields on the Vehicles screen will be removed and an embedded view of Vehicle Service Events will be added.	2.00	-	-	**2.00**
Configure standard FleetWave email functionality and Service Events email	Chevin will configure a single simple email notification to the Driver of the vehicle tbd days in advance of the scheduled due date of scheduled services or inspections based on data recorded in the Vehicle Service Events Tool.	0.50	-	-	**0.50**
Implement Fleetwave Driver and SmartForms	Implement FleetWave Driver and SmartForms with standard configuration and translations.	0.50	-	-	**0.50**

	Estimated days

Requirement	Notes & Assumptions	Config.	Dev	BC	Total
Implement FleetWave Technician Application	Chevin will: • Implement the FleetWave Technician Application with standard configuration. • Demonstrate where to change translations (if desired), how to link user accounts to fitters/mechanics, and how to change from "parts Request" functionality to parts issued to work orders directly by fitters/mechanics. • Provide access to Zendesk help and training articles for FleetWave Technician Application.	0.50	-	-	**0.50**
Business Consultation and Configuration	Two non-consecutive days of Business Consultation and minor configuration to be to be drawn down as needed and mutually convenient.	1.00	-	1.00	**2.00**
Provide standard FleetWave and SaaS Application training	Chevin will provide one day session of remote System Administrator/Train the Trainer and SaaS Application training. Access to Chevin Zendesk help and Support articles will be demonstrated and can be accessed by authorized users. The training agenda related to FleetWave operation and administration will be agreed between Chevin and Lexington in advance of the training session.	-	-	1.00	**1.00**
Sub-Total Phase 2		5.50	-	2.00	**7.50**
Project Management		-	-	-	**1.50**
Total Phase 2					**9.00**

Phase 3		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
Phase 3	Phase 3 will commence once Phase 2 has completed and the end stage report for Phase 2 is signed off.	-	-	-	**-**
VIN decoder	Chevin will document the requirements related to a two-way API data exchange using basic authentication (username & password) for up to 25 fields to create and update data, and ability to add a parameter to restrict records to those changed or created since last pull (based on automatic event or manual page save). The estimation provided for this item is based on experience delivering two-way API integrations and is subject to change once discussions have taken place, requirements are clarified, and a specification document has been written and agreed to.	2.00	5.00	2.00	**9.00**
Recall alerts	Defect functionality (see below)	-	-	-	**-**
Vehicle deficiency reporting, sorting, and prioritizing	Chevin will activate the Defects table as a left menu selection and modify screen design and column order allowing users to capture Date, Vehicle, Driver Name, Severity, Notes, and up to five additional fields and columns regarding Recall Alerts if required. All data will be manually entered.	0.50	-	0.50	**1.00**
Returned repair feature	Chevin will configure FleetWave to alert users when a job card has been created with the same reason code and date within interval set in job reasons.	0.50	-	-	**0.50**
Is there a way to determine if more than one user is on the same work order at the same time (e.g. a part is being added while someone is adding their labor)?	Chevin will copy the "Currently Active Technicians" KPI as-is from the Demo site that shows Technician, Start Date, Start Time, Duration, Activity/Job, Description, and Location.	0.25	-	-	**0.25**

Phase 3		Estimated days			
Requirement	**Notes & Assumptions**	**Config.**	**Dev**	**BC**	**Total**
Complete separation of Fleet and Fire's inventory systems ensuring part number autonomy	Chevin will work with Lexington to document and implement hierarchy controls in FleetWave to prevent inventory from one department from being seen or accessed by the other.	1.00	-	1.00	**2.00**
Customized Screen Design	Chevin will provide consultation and configuration assistance to Lexington regarding standard tools available for customizing screen design to enable unique views for different user groups.	2.00	-	1.00	**3.00**
System Generated Email Notifications	Chevin will consult with Lexington on the setup and configuration of system generated emails. Estimated time is for consultation and training on configuring system generated email notifications.	1.00	-	1.00	**2.00**
Sub-Total Phase 3		7.25	5.00	5.50	**17.75**
Project Management		-	-	-	**4.00**
Total Phase 3					**21.75**

This SOW covers the estimated professional service hours to configure the licensed program(s) to deliver the above functionality based on information provided to date.

The detail on the above requirements will be documented during the design phase in Functional and Technical specifications as required/appropriate (see deliverables phase for an indication

of which specifications apply to this SOW). These documents will require sign off by the client and will form our collective agreement on the projects definition of done.

4.1.2. Other project artefacts

Project management artifacts

- Appropriate artefacts to be determined by the Professional Services Team.

4.2. Out of scope

Anything not addressed in this SOW is out-of-scope and not included in these services. Either party may submit a Change Request to the other party in accordance with the Change Management Plan (established during the plan phase of the project).

Specifically, out of scope is:

- Any work not explicitly defined in section 4.1. 'Scope and Deliverables'
- Production of any documentation not listed in the 'In Scope' section of this document (or in other documents referenced from it).
- Configuration of the licensed program(s) over and above what is specified in the in-scope section above.
- FTP/sFTP site provision. For interfaces, it will be the customer's responsibility to provide these sites. For sharing of files during the project, Chevin will set up a shared directory on SharePoint.
- Migration of images, pictures, or other attachments unless specifically addressed in the System Deliverables section of the Statement of Work.

4.3. Testing new code version prior to a production release

Responsibilities

Chevin adopts industry best practice when releasing new versions of code with responsibilities for both Chevin and the customer during each release. Before taking a code release to your production site, it is important to understand the actions required and who is responsible for them to help ensure a successful outcome with minimal impact to your business operations. The details below apply to releases of all our products.

Out of the box functionality

To document test scripts appropriately and to support the build of automation testing, Chevin will complete out of the box configuration testing on all new code versions. We will only make new code versions available when we have confirmed the out of the box functionality has been verified as working as expected.

Customizations

- Bespoke functionality added to a customer's site by Chevin will be tested against the agreed use/test case by Chevin during the project. However, due to the customizable

nature of our software (which allows unique configuration by Chevin and/or the customer), it is not possible for the scope of Chevin's testing prior to a production code release, to include customizations that have been implemented on a customer's unique instance. Therefore, it is vitally important that all customizations are tested by the customer. We recommend the following:

- For all business processes, document the user's interaction with the system in the form of test cases. Chevin can provide a template and sample test case to assist with this.
- Test cases should cover both the 'business as usual' workflows and any alternative outcomes that are possible.
- Prior to carrying out the code release to your production environment, we will ask you to confirm that you have completed testing of customized functionality.
- If you would like Chevin to assist with test case production and execution, this can be provided by the Professional Services team. Please get in touch with us if you would like a quote for any additional support.

4.4. Resources & responsibilities - Chevin

This section outlines the resources (roles) that Chevin may assign to the project and the specific activities that each will carry out to produce the deliverables of this SOW. Only those roles required for delivery of the project will be assigned.

Chevin will provide a:

- **Project Manager** to:
  - Conduct the kick-off meeting with the client, obtaining information required to produce the project artefacts listed in the objectives/scope section of this SOW.
  - Manage the project according to Chevin's Project methodology.
  - Document the specific details of how *this* project will be managed utilizing Chevin's standard set of project artefacts and obtain agreement and sign off from the client.
  - Present status of the schedule to the client on a weekly basis (or as agreed in the Communications Management Plan).
  - Arrange any calls, meetings etc. that are required to keep the project on track and facilitate where required.
  - Secure Chevin resources to the project according to the project timetable.
  - Review and approve (or challenge) the time spent by Chevin staff on the project, ensuring accurate timesheets are maintained.
  - Act as primary contact for the Chevin project team.
  - Actively monitor risks and issues and report these to the client as they occur.
  - Carry out escalations as required, in line with the Communications Management Plan.
  - Manage the project budget in terms of internal costs to Chevin as well as costs to the client, notifying relevant parties of any changes in line with the Change Management Plan.
  - Maintain an accurate Project Schedule in Microsoft Project and share this with stakeholders in the form of high-level milestones on a weekly basis.
  - Develop necessary change documents for client approval.
- **Business Consultant** to:

- Be responsible for leading application configuration workshops to elicit requirement details to enable the configuration of Chevin's software products according to Chevin identified best practice.
- Produce design documentation if required for items outlined in the deliverables section.
- Facilitate knowledge transfer to the Client Project Team.
- Work with client's business users and project team to identify and document configuration and technical requirements.
- Provide FleetWave application expert advice and guidance.
- Provide business best practice advice and guidance.

- **Implementation Consultant** to:
  - Review proposed solutions at the design phase and identify areas for simplification and reuse of existing functionality.
  - Provide estimates on implementation work as required.
  - Configure systems from Functional and Technical Specifications, using WSYWG editors and knowledge of SQL, HTML and JavaScript.
  - Carry out unit testing against Functional and Technical specifications.
  - Lead sprint demos to show the Client how the system build is progressing.
  - Ensure that all systems are delivered with a clean, maintainable, and easy to understand configuration.
  - Provide significant in-depth knowledge and experience on Chevin's range of products and platforms.

4.5. Resources & responsibilities - Client

This section outlines the responsibilities of the client in aiding Chevin in the provision of the deliverables of this SOW:

The **CLIENT** will:

- Own the project and assign a **Project Manager** to:
  - Manage the project.
  - Act as primary project contact for the Chevin project team.
  - Work with the Chevin Project Manager to ensure that a 'united front' between both organizations is presented to interested parties both internal and external to the project.
  - Manage Client stakeholder engagement.
  - Be responsible for communicating overall project status and any scope, schedule, or budget changes to the relevant Client stakeholders.
  - Submit changes to Executive Sponsor for approval and signature as per the Change Management Plan.
  - Participate in requirements gathering sessions to ensure scope is correctly set according to the contract.
  - Actively manage the scope of the project throughout the full life cycle.
  - Coordinate timely provision of relevant purchase orders and on time payment of any invoices.
  - Fulfil other roles as needed to achieve successful project implementation.
  - Ensure that relevant **End users/SMEs** are available to the project to:

        - Attend design workshops and elaborate contractual requirements to allow Chevin Business Consultant to produce relevant design phase documents, via:
        - Providing current business process knowledge and experience.
        - Defining and agreeing future business processes in collaboration with Chevin.
        - Providing sign off on any specifications for deliverables which they have been identified as the owner of.
        - Produce training/help material and conduct Client training sessions.
    - Work with the Chevin consultants to obtain FleetWave knowledge and expertise during the knowledge transfer process.
    - Test the system, providing ultimate sign off/acceptance for deliverables that they have been identified as the owner of.

- Provide **Executive sponsorship** to:
    - Drive the vision and objectives for the engagement.
    - Be present at executive steering committees.
    - Take appropriate action in the event of an escalation.

- Provide other **Relevant resources as needed** to carry out the following activities:
    - Develop test plans.
    - Extract, and cleanse data from existing systems and otherwise prepare this for import into Chevin's system.
    - Facilitate Client infrastructure set up and install of Chevin's systems on that infrastructure, on self-hosted installations.
    - Develop a training plan.
    - Develop training materials.
    - Train end users.
    - Act as super users to provide first line support once the system is transitioned into support mode, after the project has been completed and closed.
- Sign this statement in work with sufficient lead time to start the project according to the agreed timeline.
- Provide sign-off to indicate acceptance of the completion of each project phase and approval for the project to proceed to the next phase.

5. Timing

5.1. Start date

- Upon confirmation from the Client to proceed and if required the receipt of an accompanying Purchase Order or equivalent authorization, a provisional start date will be agreed in writing.
- Chevin will confirm the start date and appointed resources upon signature of the Master Subscription Agreement, this Statement of Work, and the acceptance of a sales invoice for the first payment.
- Any start date provided *in advance of the above conditions being met* should be treated as purely indicative on the date that it was given and subject to any degree of change thereafter.

5.2. Term

- This Statement of Work will expire when the Client has signed an End Stage report for the 'Close' phase of the project or thirty days after delivery if there are no outstanding issues.

5.3. Validity

- This statement of work is valid 30 days from the date of issue.

5.4. Post go live Hyper-Care period

- The project team will support the project a two-week period after the go live date, after which point the project will be handed over to the support team.
- Once the hyper-care period is over, no new issues will be accepted by the project team as these will be raised directly with Support.
- The project team will continue to own any defects reported during the hyper-care period until they are resolved.

6. Costs

The below costs are estimated and represent the estimations for work to be completed by Chevin. If there are development, configuration, licensing, or other cost from a referenced supplier these should be determined between the client and that supplier. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith.

Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

Phase 1

Description	Days	Rate	Total estimated cost
Implementation	6.00	$2,000.00	$12,000.00
Project Management	1.50	$2,200.00	$3,300.00
Total Professional Services	**7.50**		**$15,300.00**

Phase 2

Description	Days	Rate	Total estimated cost
Implementation	5.50	$2,000.00	$11,000.00
Business Consultation	2.00	$2,000.00	$4,000.00
Project Management	1.50	$2,200.00	$3,300.00
Total Professional Services	**9.00**		**$18,300.00**

Phase 3

Description	Days	Rate	Total estimated cost
Implementation	7.25	$2,000.00	$14,500.00
Business Consultation	5.50	$2,000.00	$11,000.00
Development	5.00	$2,200.00	$11,000.00
Project Management	4.00	$2,200.00	$8,800.00
Total Professional Services	**21.75**		**$45,300.00**

7. Known risks and assumptions

7.1. Risks

- Unexpected changes to the scope set out in this SOW.
- Client is unable to provide sufficient resources to fulfil the responsibilities set out elsewhere in this document.
- Ineffective or incomplete stakeholder management may result in difficulties in rolling out the new software and ensuring its adoption by end users.
- Lack of the correct level of executive sponsorship for the project.

7.2. Assumptions

- It is assumed that licenses for the software will be procured by The Client, outside of the scope of this SOW.
- Where functionality is described as 'standard' in 'The Works' section, this functionality will satisfy the Client's expressed requirements. Chevin has assessed the Client's requirements in detail and based on the information provided in these requirements, we believe this is a reasonable assumption. Any functionality which is not available 'out of the box' has been called out specifically in 'The Works.' The Client is encouraged to do due diligence to ensure out of the box functionality does indeed meet their requirements.
- The Client will be able to work with Chevin's software development and delivery processes unless an exception has been explicitly agreed to in this SOW. Any working practices which require Chevin to move away from their standard process may either be not possible, or subject to the additional charges under the change management process.
    - This includes the use of Chevin's instance of their chosen software tools (e.g., Jira) over the client's own instances.
- If relevant, it is assumed that any integrations which are being provided (and specifically referred to in 'The Works' section of this document) as out of the box functionality will be compatible with existing functionality. E.G., the file format provided by a third-party supplier will be the same as the format that Chevin's systems have been designed to consume.
- Accuracy of estimates. Assumptions have been made about the effort level required to deliver against the high-level requirements provided during the procurement process. These requirements and the level of effort required to deliver against them are provided in the in-scope section. Once we begin delivery, the requirements will naturally be elaborated and during this process, the level of effort required may differ to the estimate. In this scenario, Chevin will make the client aware via the Change Request process.

8. Client obligations

The below section provides further rules of engagement for the Client, over and above the responsibilities listed in the 'Resources and responsibilities' section.

8.1. Client materials

- The Client agrees to provide accurate and complete documentation, data, diagrams, process maps and other relevant documentation upon request.

8.2. Reasonable notice

- The Client will give at least 2 working days' notice for in-person meetings.
- Unless there are exceptional circumstances such as illness, travel disruption, emergency or parental leave, a minimum of 24 hours' notice is required for cancellations to previously scheduled in-person meetings where attendees have had to travel for more than 1 hour.

8.3. Chargeable expenses

- The Client will reimburse Chevin in full for reasonable expenses incurred in performing the Works.
- Expenses incurred are subject to the Chevin expenses policy, available on request.
- The Client will reimburse Chevin in full for Visa, security clearance and background check fees where they have been specifically requested to perform the Works.
- Approved expenses will be included on a separate monthly invoice with an accompanying report detailing the breakdown of expenses.
- Chevin agrees to provide supporting documentation such as receipts and invoices for reasonable expenses on request.

8.4. Meetings and workshops

- No more than 12 hours of workshops may be scheduled for a single week, to allow for preparation, thinking time and other obligations for representatives of either party.
- Where meetings have been mutually agreed, SMEs will make every effort to attend on time.
- Whilst Chevin acknowledges that more urgent matters may arise throughout the course of the project, the Client stakeholders will prioritize project meetings or reschedule with the appropriate level of reasonable notice.
- Both parties agree to devote time and attention to the meetings in attendance.
- Each workshop will have no more than 10 representatives from the Client, to ensure maximum productivity.
- Unless otherwise agreed, meetings and workshops may be scheduled to start no earlier than 10am, to allow for parental obligations, travel disruption and delays as a result of compliance with health and safety obligations.

8.5. Harassment, Bullying and Discrimination

- Both Chevin and the Client's representatives agree to operate in line with the Client's and Chevin's Harassment & Bullying and Equality policies. These are available on request.
- Both Chevin and the Client agree to investigate allegations of harassment, bullying and discriminatory behaviour where there are complaints under the Client's and Chevin's Harassment and Bullying, and Equality policies.
- Both Chevin and the Client agree to take appropriate action in response to the outcome of an investigation, which may include, and is not limited to, removing stakeholders from the project, or acting under its Disciplinary procedure.

9. Consultant company obligations

This section details additional obligations on Chevin, over and above those listed in the 'Resources and responsibilities' section.

9.1. Mandatory Training and Background Checks

- Chevin agrees to conduct reasonable background checks if requested by the Client, such background checks to be defined by the Client.
- Chevin agrees to apply for security clearance if requested by the Client, the levels to be defined by the Client.

9.2. Consistency of Resources

- Where possible, Chevin will endeavor to retain a consistent team on the project. However, due to external factors, this will not always be possible.
- Chevin will notify the Client at the earliest opportunity where changes to the team are necessary and unavoidable.
- Where resources must be changed, Chevin will ensure that an adequate handover is completed.

9.3. Use of Subcontractors

- Subcontractors will be engaged at the discretion of Chevin, when such an arrangement is mutually beneficial for the Client, Chevin, and the project as a whole.
- Chevin is committed to paying subcontractors on time to prevent risk to the engagement, subject to the prompt payment of invoices issued for the Works.

10. Project onboarding

10.1. Agreed Systems/Tools

The below systems/tools must be used to allow Chevin to follow their delivery process. Further details will be agreed in the Communications Management Plan produced collaboratively during the plan phase.

Tool	Owner	Purpose
Jira	Chevin	Task management
Case Complete	Chevin	Requirement's management/use case authoring
Requirememts.cc	Chevin	Online portal for specification feedback and approval
Microsoft Project	Chevin	Project Planning

11. Payment schedule

To be invoiced monthly on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

11.1. Commercial Standard Terms and Conditions

- All prices shown net i.e., exclude Sales Tax.
- Terms of this quotation are based upon current Master Subscription Agreement.
- Professional Services in this proposal are offered on a **Time & Materials** basis.
- This proposal **excludes** any expenses not specifically referenced in section 4.1.
- Professional Services payment Terms are monthly in arrears of delivered consultancy.
- This proposal is valid for 30 days.
- Cancellations or deferments of Professional Services made 11 to 15 working days in advance of the planned project or assignment start date will be subject to a charge of 50% of the estimated services, and cancellations or deferments made 10 working days or less in advance of the planned project or assignment start date will be subject to a charge of 100% of the estimated services. Chevin will use reasonable endeavours to redeploy the Professional Services personnel affected and will only charge the fee if it is unable to redeploy such personnel on other chargeable work.

11.2. Unsocial Hours and Weekends

The above rates apply to standard weekday work between 09:00 and 17:00. Below is the table of charge multiples for unsocial hours including weekends and public holidays. Any charges as referenced below will be agreed in advance and in writing.

	Mon – Fri	Saturday	Sunday & Public Holidays
9am to 5pm	_	x1.5	x2
5pm to midnight	x1.5	x2	x2.5
Midnight to 9am	X2	x2.5	x2.5

Approvals

IN WITNESS WHEREOF, the parties have executed this Statement of Work on the date or dates indicated below to be effective in accordance with this SOW. All costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

Chevin

By: _____

Name: _____

Title: _____

Date: _____

Client

By: _____

Name: _____

Title: _____

Date: _____

Purchase Order: _____

Chevin CEO

By: _____

Name: _____

Title: _____

Date: _____

12. Appendices

12.1. Project costs including travel and expense

Out of Pocket travel and expenses incurred by the Chevin Project Team will be re-charged to the Client at cost.

Time and Materials Estimate. Unless this Statement of Work expressly states that it is a fixed-price Statement of Work, this is time-and-materials Statement of Work, and any amounts described are solely good-faith estimates for Client's budgeting and Chevin's resource-scheduling purposes and are not a guarantee that the work will be completed for such amounts; the actual amounts may be higher or lower. Chevin will provide accumulated hours upon request. It is the responsibility of the client to track budget and communicate both internally and with Chevin as required to support the project.

Unless otherwise stated in this SOW, fees (including Expenses) associated with this statement of work will be billed monthly on a time and material basis, with terms of Net 30 days.

Scope of Work. Any scope of work described in this Statement of Work covers requirements documented during a scoping process conducted by the parties and is limited to the deliverables specified in this Statement of Work. Such scope does not cover conversations or product demonstrations that took place outside of this formal scoping process. Any requests by that are outside the scope specified in this Statement of Work will be subject to the parties' signature of a change order.

Cooperation. Client will cooperate reasonably and in good faith with Chevin in Chevin's performance of consulting services by, without limitation, (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Chevin to perform its obligations under this Statement of Work, (b) timely delivering any materials and other obligations required under this Statement of Work, (c) timely responding to Chevin's inquiries related to the consulting services, (d) assigning an internal project manager for this Statement of Work to serve as a primary point of contact for Chevin, (e) actively participating in scheduled project meetings, (f) providing in a timely manner and at no charge to Chevin access to Clients appropriate and knowledgeable employees and agents and coordination of onsite, online and telephonic meetings all as reasonably required by Chevin and (g) providing complete, accurate and timely information, data and feedback all as reasonably required.

Time Management. Both Chevin and Client realize that Chevin's time spent in connection with this Statement of Work will incur fees, and Client and Chevin will therefore endeavor to manage the use of each other's time in a reasonable and effective manner.

Delays. Any delays in the performance of consulting services or delivery of deliverables caused by Client may result in additional charges for resource time. Chevin may terminate this Statement of Work upon 15 days written notice to Client if such delay renders Chevin unable to perform the consulting services for a period of more than 30 days.

12.2. Definitions / acronyms

The following acronyms are used throughout this Statement of Work:

- 'Client' is the customer Chevin is engaging
- 'SOW' is the Statement of Work
- 'UAT' is User Acceptance Testing

Definitions

Terms used in this document shall have following meanings:

Acceptance of Deliverable is written notification from Client to Chevin, signed by the responsible Client Program Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable.

Deliverables are any materials procured or prepared by consultant or services provided by Consultant to Client.

'CHEVIN' means the CHEVIN FLEET SOLUTIONS company described in the 'CHEVIN Contracting Entity, Notices, Governing Law, and Venue' section below.

12.3. Contracting entity, notices, governing law, and venue

The CHEVIN entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If customer is domiciled in:	CHEVIN entity entering this Agreement:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Canada, Mexico or in a country in Central or South America or the Caribbean	Chevin Fleet Solutions LLC. Delaware Corporation	Chevin Fleet Solutions LLC 881 Main Street PO Box 2203 Fitchburg, MA 01420	Delaware & controlling United States federal law	Delaware, USA
Australia or New Zealand	Chevin Fleet Solutions Pty Ltd	Unit 55, 117 Old Pittwater Road Brookvale NSW 2100 Australia	Queensland, Australia	Queensland, Australia
Belgium, Netherlands, or Luxembourg	Chevin Fleet Solutions BVBA	Elisabethlaan, 2 B-2600 Berchem België	Belgian Law	Brussels, Belgium
France	Sarl France	27 Avenue Du Savoy 74400 Chamonix-Mont Blanc France	France	Lyon, France
The United Kingdom, or a country not listed above	Chevin Computer Systems Limited, trading as Chevin Fleet Solutions	The Old School House Chapel Street Belper Derbyshire DE56 1AR	English Law	London, England

13.3.1. Manner of giving notice

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

13.3.2. Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choose or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

chevin SMART FLEET MANAGEMENT

Address	Chevin Fleet Solutions LLC 881 Main Street PO Box 2203 Fitchburg MA 01420	Created Date	12/22/2024
		Expiration Date	2/28/2025
		Quote Number	00001693

Prepared By	Heather Irving
Email	heather.irving@chevinfleet.com

Bill To Name	Lexington Fayette County Government
Bill To	669 Byrd Thurman Drive Lexington, Kentucky 40510 United States

Product	Quantity	Sales Price	Length of Contract (Months)	Total Monthly Amount	Total Annual Amount
FW Advanced SaaS: VPB 0-500	500.00	USD 3.75	40	USD 1,875.00	USD 22,500.00
FW Advanced SaaS: VPB 501-2000	1,494.00	USD 2.75	40	USD 4,108.50	USD 49,302.00
FW Ancillary Equipment/Assets SaaS: VPB	1,290.00	USD 0.50	40	USD 645.00	USD 7,740.00

Contract Start Date	3/1/2025
Contract End Date	6/30/2028
Length of Contract - Months	40
Annual amount payable:	
Annual Price	USD 79,542.00

Prices Quoted are valid only through the expiration date. Implementation costs are not included. Prices shown do not include any taxes that may apply; any taxes will be shown on invoices. This Sales Order Form is non-cancellable before the Contract Expiration Date above, and fees paid are non-refundable, except as specified in the Master Subscription Agreement (MSA)

SaaS license subscription grant the customer rights to access and use the Chevin hosted products and services referenced above, along with applicable support. Payment terms for SaaS licence subscriptions quoted on this order form are annually in advance.

First year invoice will be issued on the 1st of the month following contract signature. This will also act as the start date for SaaS consumption.

Unless Customer has a written and signed agreement with Chevin, the services described herein are subject to the Chevin Master Subscription Agreement which is found at https://www.chevinfleet.com/chevin-master-subscription-agreement/, which is incorporated to this order form in its entirety by reference. Customer shall be deemed to agree to be bound by these terms and conditions upon use of the subscribed products described herein. Any and all terms and conditions in any Customer provided documentation are expressly rejected, and such terms shall be deemed to be for Customer's reference only, and no delivery of services by Chevin shall be deemed an agreement to any Customer terms.

chevin SMART FLEET MANAGEMENT

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select: (Customer to complete)

[ ] Yes

[ ] No

If yes, please complete the following:

PO Number:

PO Amount:

Chevin Fleet Solutions	**Client**
By: _____	By: _____
Print Name: _____	Print Name:_____
Title:_____	Title: _____
Date: _____	Date: _____

Unless Customer has a written and signed agreement with Chevin, the services described herein are subject to the Chevin Master Subscription Agreement which is found at https://www.chevinfleet.com/chevin-master-subscription-agreement/, which is incorporated to this order form in its entirety by reference. Customer shall be deemed to agree to be bound by these terms and conditions upon use of the subscribed products described herein. Any and all terms and conditions in any Customer provided documentation are expressly rejected, and such terms shall be deemed to be for Customer's reference only, and no delivery of services by Chevin shall be deemed an agreement to any Customer terms.

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Wanda Kean Division/Dept Fleet Services

Phone (859) 258-3914 Email wandak@lexingtonky.gov

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

Cost: $ 158,442

Sole Source Request for the Purchase of: License fees and professional services to re-platform fleet management software application to cloud-hosted solution, migrate data from existing system, and optimize system forms and workflows.

X 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 Chevin Fleet Solutions LLC

Contact Name Heather Irving

Address 881 Main St, PO Box 2203, Fitchburg, MA 01420

Phone 843.806.1151 Email heather.irving@chevinfleet.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Sole source for product licenses and services for data migration, system improvements, and training.

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.)

No alternative providers or partner network for this product.

☐ Uniqueness of the service. Describe.

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

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

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

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

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Vendor confirmed there are no alternative providers or partner networks for this product.

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.)

Hourly rates are consistent with professional services on similar technology products.

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

Work product is warrantied by vendor. Avoid future infrastructure costs and reduce risk of system failure.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF FLEET SERVICES TO PURCHASE LICENSE FEES AND PROFESSIONAL SERVICES FROM CHEVIN FLEET SOLUTIONS, LLC, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH CHEVIN FLEET SOLUTIONS, LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $159,000.00.

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

Section 1 – That the Division of Fleet Services is authorized to purchase license fees and professional services to re-platform fleet management software application to cloud-based solutions, migrate data from exiting systems and to optimize system forms and workflows, from Chevin Fleet Solutions, LLC, a sole source provider, and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Chevin Fleet Solutions, LLC, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $159,000.00, be and hereby is approved for payment to Chevin Fleet Solutions, LLC, from accounts #1101-707301-71304 ($80,100.00) and #1101-707301-96202 ($78,900.00).

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
1245-24:GET: 4923-2651-3164, v. 1

RESOLUTION NO. 028 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF FLEET SERVICES TO PURCHASE LICENSE FEES AND PROFESSIONAL SERVICES FROM CHEVIN FLEET SOLUTIONS, LLC, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH CHEVIN FLEET SOLUTIONS, LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $159,000.00.

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

Section 1 – That the Division of Fleet Services is authorized to purchase license fees and professional services to re-platform fleet management software application to cloud-based solutions, migrate data from exiting systems and to optimize system forms and workflows, from Chevin Fleet Solutions, LLC, a sole source provider, and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Chevin Fleet Solutions, LLC, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $159,000.00, be and hereby is approved for payment to Chevin Fleet Solutions, LLC, from accounts #1101-707301-71304 ($80,100.00) and #1101-707301-96202 ($78,900.00).

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1245-24:GET: 4923-2651-3164, v. 1

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Resolution #028-2025
Contract #007-2025

chevin SMART FLEET MANAGEMENT



FleetWave SaaS Transition Statement of Work

Lexington Fayette County Government

John Davis | VP, Strategic Services Engagement | 7th November 2024

V2

Docusign Envelope ID: A883A3F0-3810-404A-BA45-412061705D4D

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1. Distribution & review history

1.1. Change record

Date	Version	Editor	Change reference
6th August 2024	1	John Davis, VP Strategic Services	Document Creation
7th November 2024	2	John Davis, VP Strategic Services	Multiple updates based on meetings and email documentation

1.2. Reviewers

Name	Company	Position
Gary Thompson	Chevin Fleet Solutions	CEO
Dave Hendrickson	Chevin Fleet Solutions	PS Director US

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2. Document purpose

This Statement of Work (SOW) outlines the scope of services required for Chevin Fleet Solutions "Chevin" to provide software implementation services to Lexington Fayette County Government (hereinafter referred to as "Client"). Chevin will perform in accordance with this SOW.

When mutually executed for implementation, this SOW becomes contractually binding on Chevin and the Client under the terms and conditions of the Master Subscription Agreement (MSA).

Upon acceptance by both Chevin and Client, any changes or modifications to the SOW will be subject to Change Control with all changes agreed with Client in writing and documented in line with the Change Management Plan (which will be established during the planning phase).

Any change requests generated against this SOW will be subject to the same terms & conditions outlined in this SOW, unless explicitly superseded in writing on the change request quotation document.

This SOW is independent of any license agreements.

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3. Executive summary

This document outlines the role of Chevin Fleet Solutions in providing consultancy services in the delivery of FleetWave (fleet management software). The provision of these resources is to satisfy the estimated scope of work in line with client requirements (see 'The Works' section) and is provided on a Time & Materials basis. The below costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery.

The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

3.1. Proposed resources

Chevin will assign the following resources to the project:

- Project Manager
- Business Consultant
- Implementation Consultant

3.2. Total investment estimate

One-Off Professional Services

Phase	Estimated Days	Estimated Cost
Phase 1 – Migration to Chevin Azure hosting.	7.50	$15,300.00
Phase 2 – SaaS features, Training, and Vehicle Service Event functionality.	9.00	$18,300.00
Phase 3 – Additional enhancements and customizations.	21.75	$45,300.00
TOTAL	**38.25**	**$78,900.00**

3.3. Payment schedule

Professional Services to be invoiced monthly based on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional

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Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

4. The Works

This section provides details on the deliverables that are covered by this SOW and the resources that will be provided to deliver them. For completeness, any items which are specifically out of scope are called out for total clarity.

4.1. Scope and deliverables

Chevin have reviewed the Client's requirements in determining the scope of this SOW, which has been identified as below. This scope is based on Chevin's understanding of activity carried out during the procurement phase (e.g., system demos, RFP's, conversations, etc.) and represents our interpretation of this activity. This section supersedes any prior documentation, and the client should therefore pay particular attention to ensuring that this accurately reflects requirements and expectations. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. All development and configuration work will be provided in the current version of FleetWave software and will require updating to the latest version as part of this project.

Phase 1		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
Migrate to Chevin Azure Hosting	**Lexington Fayette County Government will:** Provide a copy of the Production database, Code, and Pictures folder to Chevin to restore in the Azure environment. Provide validation of the successful transfer to the Chevin hosted environment. **Chevin will:** Create an SFTP site for Lexington Fayette County Government and provide credentials. Restore the Production database, Code, and Pictures folder provided to the Chevin Azure environment. Provide Lexington Fayette County Government with the hosted URL to validate in the Chevin hosted environment. Once validated, a production cutover date will be scheduled. The Lexington Fayette County Government will provide updated copies of the database and Pictures folder. Chevin will restore the updated copies and confirm the site is ready for Production use. There are two file-based ftp transfer integrations that will need to be repointed to the Chevin hosted sftp server: • Riley fuel imports. • Speedway fuel imports. The estimate provided is based on a two-week UAT period. Extending UAT will require a separate Change Control from Chevin estimating the additional cost based on anticipated duration and resources required. There are no reports, processes, custom Forms, or integrations required other than those referenced in this Statement of Work.	6.00	-	-	**6.00**
Sub-Total Phase 1		6.00	-	-	**6.00**
Project Management		-	-	-	**1.50**
Total Phase 1					**7.50**

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Phase 2		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
Phase 2	Phase 2 will commence once Phase 1 has completed and the end stage report for Phase 1 is signed off.	-	-	-	-
SaaS Transition	Chevin will: Update the Production environment (v2.137) to the current version of FleetWave code to facilitate transition to SaaS licensing. The update to the current code version will be arranged at a mutually convenient time. All functionality, automation, screen design, and column orders, and other attributes will remain unchanged. There are no reports, processes, custom forms, or integrations required other than those referenced in this Statement of Work.	1.00	-	-	1.00
Migrate Vehicle Service data to Vehicle Service Events module	Chevin will extract vehicle service data currently stored on the Vehicles table and import to the Vehicle Service Events Module. Service-related fields on the Vehicles screen will be removed and an embedded view of Vehicle Service Events will be added.	2.00	-	-	2.00
Configure standard FleetWave email functionality and Service Events email	Chevin will configure a single simple email notification to the Driver of the vehicle tbd days in advance of the scheduled due date of scheduled services or inspections based on data recorded in the Vehicle Service Events Tool.	0.50	-	-	0.50
Implement Fleetwave Driver and SmartForms	Implement FleetWave Driver and SmartForms with standard configuration and translations.	0.50	-	-	0.50

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		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
Implement FleetWave Technician Application	Chevin will: • Implement the FleetWave Technician Application with standard configuration. • Demonstrate where to change translations (if desired), how to link user accounts to fitters/mechanics, and how to change from "parts Request" functionality to parts issued to work orders directly by fitters/mechanics. • Provide access to Zendesk help and training articles for FleetWave Technician Application.	0.50	-	-	**0.50**
Business Consultation and Configuration	Two non-consecutive days of Business Consultation and minor configuration to be to be drawn down as needed and mutually convenient.	1.00	-	1.00	**2.00**
Provide standard FleetWave and SaaS Application training	Chevin will provide one day session of remote System Administrator/Train the Trainer and SaaS Application training. Access to Chevin Zendesk help and Support articles will be demonstrated and can be accessed by authorized users. The training agenda related to FleetWave operation and administration will be agreed between Chevin and Lexington in advance of the training session.	-	-	1.00	**1.00**
Sub-Total Phase 2		5.50	-	2.00	**7.50**
Project Management		-	-	-	1.50
Total Phase 2					**9.00**

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Phase 3		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
Phase 3	Phase 3 will commence once Phase 2 has completed and the end stage report for Phase 2 is signed off.	-	-	-	-
VIN decoder	Chevin will document the requirements related to a two-way API data exchange using basic authentication (username & password) for up to 25 fields to create and update data, and ability to add a parameter to restrict records to those changed or created since last pull (based on automatic event or manual page save). The estimation provided for this item is based on experience delivering two-way API integrations and is subject to change once discussions have taken place, requirements are clarified, and a specification document has been written and agreed to.	2.00	5.00	2.00	9.00
Recall alerts	Defect functionality (see below)	-	-	-	-
Vehicle deficiency reporting, sorting, and prioritizing	Chevin will activate the Defects table as a left menu selection and modify screen design and column order allowing users to capture Date, Vehicle, Driver Name, Severity, Notes, and up to five additional fields and columns regarding Recall Alerts if required. All data will be manually entered.	0.50	-	0.50	1.00
Returned repair feature	Chevin will configure FleetWave to alert users when a job card has been created with the same reason code and date within interval set in job reasons.	0.50	-	-	0.50
Is there a way to determine if more than one user is on the same work order at the same time (e.g. a part is being added while someone is adding their labor)?	Chevin will copy the "Currently Active Technicians" KPI as-is from the Demo site that shows Technician, Start Date, Start Time, Duration, Activity/Job, Description, and Location.	0.25	-	-	0.25

Phase 3		Estimated days			
Requirement	Notes & Assumptions	Config.	Dev	BC	Total
Complete separation of Fleet and Fire's inventory systems ensuring part number autonomy	Chevin will work with Lexington to document and implement hierarchy controls in FleetWave to prevent inventory from one department from being seen or accessed by the other.	1.00	-	1.00	**2.00**
Customized Screen Design	Chevin will provide consultation and configuration assistance to Lexington regarding standard tools available for customizing screen design to enable unique views for different user groups.	2.00	-	1.00	**3.00**
System Generated Email Notifications	Chevin will consult with Lexington on the setup and configuration of system generated emails. Estimated time is for consultation and training on configuring system generated email notifications.	1.00	-	1.00	**2.00**
Sub-Total Phase 3		7.25	5.00	5.50	**17.75**
Project Management		-	-	-	**4.00**
Total Phase 3					**21.75**

This SOW covers the estimated professional service hours to configure the licensed program(s) to deliver the above functionality based on information provided to date.

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The detail on the above requirements will be documented during the design phase in Functional and Technical specifications as required/appropriate (see deliverables phase for an indication of which specifications apply to this SOW). These documents will require sign off by the client and will form our collective agreement on the projects definition of done.

4.1.2. Other project artefacts

Project management artifacts

- Appropriate artefacts to be determined by the Professional Services Team.

4.2. Out of scope

Anything not addressed in this SOW is out-of-scope and not included in these services. Either party may submit a Change Request to the other party in accordance with the Change Management Plan (established during the plan phase of the project).

Specifically, out of scope is:

- Any work not explicitly defined in section 4.1. 'Scope and Deliverables'
- Production of any documentation not listed in the 'In Scope' section of this document (or in other documents referenced from it).
- Configuration of the licensed program(s) over and above what is specified in the in-scope section above.
- FTP/sFTP site provision. For interfaces, it will be the customer's responsibility to provide these sites. For sharing of files during the project, Chevin will set up a shared directory on SharePoint.
- Migration of images, pictures, or other attachments unless specifically addressed in the System Deliverables section of the Statement of Work.

4.3. Testing new code version prior to a production release

Responsibilities

Chevin adopts industry best practice when releasing new versions of code with responsibilities for both Chevin and the customer during each release. Before taking a code release to your production site, it is important to understand the actions required and who is responsible for them to help ensure a successful outcome with minimal impact to your business operations. The details below apply to releases of all our products.

Out of the box functionality

To document test scripts appropriately and to support the build of automation testing, Chevin will complete out of the box configuration testing on all new code versions. We will only make new code versions available when we have confirmed the out of the box functionality has been verified as working as expected.

Customizations

- Bespoke functionality added to a customer's site by Chevin will be tested against the agreed use/test case by Chevin during the project. However, due to the customizable nature of our software (which allows unique configuration by Chevin and/or the customer), it is not possible for the scope of Chevin's testing prior to a production code release, to include customizations that have been implemented on a customer's unique instance. Therefore, it is vitally important that all customizations are tested by the customer. We recommend the following:
- For all business processes, document the user's interaction with the system in the form of test cases. Chevin can provide a template and sample test case to assist with this.
- Test cases should cover both the 'business as usual' workflows and any alternative outcomes that are possible.
- Prior to carrying out the code release to your production environment, we will ask you to confirm that you have completed testing of customized functionality.
- If you would like Chevin to assist with test case production and execution, this can be provided by the Professional Services team. Please get in touch with us if you would like a quote for any additional support.

4.4. Resources & responsibilities - Chevin

This section outlines the resources (roles) that Chevin may assign to the project and the specific activities that each will carry out to produce the deliverables of this SOW. Only those roles required for delivery of the project will be assigned.

Chevin will provide a:

- **Project Manager** to:
    - Conduct the kick-off meeting with the client, obtaining information required to produce the project artefacts listed in the objectives/scope section of this SOW.
    - Manage the project according to Chevin's Project methodology.
    - Document the specific details of how *this* project will be managed utilizing Chevin's standard set of project artefacts and obtain agreement and sign off from the client.
    - Present status of the schedule to the client on a weekly basis (or as agreed in the Communications Management Plan).
    - Arrange any calls, meetings etc. that are required to keep the project on track and facilitate where required.
    - Secure Chevin resources to the project according to the project timetable.
    - Review and approve (or challenge) the time spent by Chevin staff on the project, ensuring accurate timesheets are maintained.
    - Act as primary contact for the Chevin project team.
    - Actively monitor risks and issues and report these to the client as they occur.
    - Carry out escalations as required, in line with the Communications Management Plan.
    - Manage the project budget in terms of internal costs to Chevin as well as costs to the client, notifying relevant parties of any changes in line with the Change Management Plan.
    - Maintain an accurate Project Schedule in Microsoft Project and share this with stakeholders in the form of high-level milestones on a weekly basis.

- Develop necessary change documents for client approval.

- **Business Consultant** to:
  - Be responsible for leading application configuration workshops to elicit requirement details to enable the configuration of Chevin's software products according to Chevin identified best practice.
  - Produce design documentation if required for items outlined in the deliverables section.
  - Facilitate knowledge transfer to the Client Project Team.
  - Work with client's business users and project team to identify and document configuration and technical requirements.
  - Provide FleetWave application expert advice and guidance.
  - Provide business best practice advice and guidance.

- **Implementation Consultant** to:
  - Review proposed solutions at the design phase and identify areas for simplification and reuse of existing functionality.
  - Provide estimates on implementation work as required.
  - Configure systems from Functional and Technical Specifications, using WSYWG editors and knowledge of SQL, HTML and JavaScript.
  - Carry out unit testing against Functional and Technical specifications.
  - Lead sprint demos to show the Client how the system build is progressing.
  - Ensure that all systems are delivered with a clean, maintainable, and easy to understand configuration.
  - Provide significant in-depth knowledge and experience on Chevin's range of products and platforms.

4.5. Resources & responsibilities - Client

This section outlines the responsibilities of the client in aiding Chevin in the provision of the deliverables of this SOW:

The **CLIENT** will:

- Own the project and assign a **Project Manager** to:
  - Manage the project.
  - Act as primary project contact for the Chevin project team.
  - Work with the Chevin Project Manager to ensure that a 'united front' between both organizations is presented to interested parties both internal and external to the project.
  - Manage Client stakeholder engagement.
  - Be responsible for communicating overall project status and any scope, schedule, or budget changes to the relevant Client stakeholders.
  - Submit changes to Executive Sponsor for approval and signature as per the Change Management Plan.
  - Participate in requirements gathering sessions to ensure scope is correctly set according to the contract.
  - Actively manage the scope of the project throughout the full life cycle.

- Coordinate timely provision of relevant purchase orders and on time payment of any invoices.
- Fulfil other roles as needed to achieve successful project implementation.
- Ensure that relevant **End users/SMEs** are available to the project to:
  - Attend design workshops and elaborate contractual requirements to allow Chevin Business Consultant to produce relevant design phase documents, via:
  - Providing current business process knowledge and experience.
  - Defining and agreeing future business processes in collaboration with Chevin.
  - Providing sign off on any specifications for deliverables which they have been identified as the owner of.
  - Produce training/help material and conduct Client training sessions.
- Work with the Chevin consultants to obtain FleetWave knowledge and expertise during the knowledge transfer process.
- Test the system, providing ultimate sign off/acceptance for deliverables that they have been identified as the owner of.

- Provide **Executive sponsorship** to:
  - Drive the vision and objectives for the engagement.
  - Be present at executive steering committees.
  - Take appropriate action in the event of an escalation.

- Provide other **Relevant resources as needed** to carry out the following activities:
  - Develop test plans.
  - Extract, and cleanse data from existing systems and otherwise prepare this for import into Chevin's system.
  - Facilitate Client infrastructure set up and install of Chevin's systems on that infrastructure, on self-hosted installations.
  - Develop a training plan.
  - Develop training materials.
  - Train end users.
  - Act as super users to provide first line support once the system is transitioned into support mode, after the project has been completed and closed.
- Sign this statement in work with sufficient lead time to start the project according to the agreed timeline.
- Provide sign-off to indicate acceptance of the completion of each project phase and approval for the project to proceed to the next phase.

5. Timing

5.1. Start date

- Upon confirmation from the Client to proceed and if required the receipt of an accompanying Purchase Order or equivalent authorization, a provisional start date will be agreed in writing.

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- Chevin will confirm the start date and appointed resources upon signature of the Master Subscription Agreement, this Statement of Work, and the acceptance of a sales invoice for the first payment.
- Any start date provided *in advance of the above conditions being met* should be treated as purely indicative on the date that it was given and subject to any degree of change thereafter.

5.2. Term

- This Statement of Work will expire when the Client has signed an End Stage report for the 'Close' phase of the project or thirty days after delivery if there are no outstanding issues.

5.3. Validity

- This statement of work is valid 30 days from the date of issue.

5.4. Post go live Hyper-Care period

- The project team will support the project a two-week period after the go live date, after which point the project will be handed over to the support team.
- Once the hyper-care period is over, no new issues will be accepted by the project team as these will be raised directly with Support.
- The project team will continue to own any defects reported during the hyper-care period until they are resolved.

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6. Costs

The below costs are estimated and represent the estimations for work to be completed by Chevin. If there are development, configuration, licensing, or other cost from a referenced supplier these should be determined between the client and that supplier. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith.

Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

Phase 1

Description	Days	Rate	Total estimated cost
Implementation	6.00	$2,000.00	$12,000.00
Project Management	1.50	$2,200.00	$3,300.00
Total Professional Services	7.50		**$15,300.00**

Phase 2

Description	Days	Rate	Total estimated cost
Implementation	5.50	$2,000.00	$11,000.00
Business Consultation	2.00	$2,000.00	$4,000.00
Project Management	1.50	$2,200.00	$3,300.00
Total Professional Services	**9.00**		**$18,300.00**

Phase 3

Description	Days	Rate	Total estimated cost
Implementation	7.25	$2,000.00	$14,500.00
Business Consultation	5.50	$2,000.00	$11,000.00
Development	5.00	$2,200.00	$11,000.00
Project Management	4.00	$2,200.00	$8,800.00
Total Professional Services	**21.75**		**$45,300.00**

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7. Known risks and assumptions

7.1. Risks

- Unexpected changes to the scope set out in this SOW.
- Client is unable to provide sufficient resources to fulfil the responsibilities set out elsewhere in this document.
- Ineffective or incomplete stakeholder management may result in difficulties in rolling out the new software and ensuring its adoption by end users.
- Lack of the correct level of executive sponsorship for the project.

7.2. Assumptions

- It is assumed that licenses for the software will be procured by The Client, outside of the scope of this SOW.
- Where functionality is described as 'standard' in 'The Works' section, this functionality will satisfy the Client's expressed requirements. Chevin has assessed the Client's requirements in detail and based on the information provided in these requirements, we believe this is a reasonable assumption. Any functionality which is not available 'out of the box' has been called out specifically in 'The Works.' The Client is encouraged to do due diligence to ensure out of the box functionality does indeed meet their requirements.
- The Client will be able to work with Chevin's software development and delivery processes unless an exception has been explicitly agreed to in this SOW. Any working practices which require Chevin to move away from their standard process may either be not possible, or subject to the additional charges under the change management process.
    - This includes the use of Chevin's instance of their chosen software tools (e.g., Jira) over the client's own instances.
- If relevant, it is assumed that any integrations which are being provided (and specifically referred to in 'The Works' section of this document) as out of the box functionality will be compatible with existing functionality. E.G., the file format provided by a third-party supplier will be the same as the format that Chevin's systems have been designed to consume.
- Accuracy of estimates. Assumptions have been made about the effort level required to deliver against the high-level requirements provided during the procurement process. These requirements and the level of effort required to deliver against them are provided in the in-scope section. Once we begin delivery, the requirements will naturally be elaborated and during this process, the level of effort required may differ to the estimate. In this scenario, Chevin will make the client aware via the Change Request process.

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8. Client obligations

The below section provides further rules of engagement for the Client, over and above the responsibilities listed in the 'Resources and responsibilities' section.

8.1. Client materials

- The Client agrees to provide accurate and complete documentation, data, diagrams, process maps and other relevant documentation upon request.

8.2. Reasonable notice

- The Client will give at least 2 working days' notice for in-person meetings.
- Unless there are exceptional circumstances such as illness, travel disruption, emergency or parental leave, a minimum of 24 hours' notice is required for cancellations to previously scheduled in-person meetings where attendees have had to travel for more than 1 hour.

8.3. Chargeable expenses

- The Client will reimburse Chevin in full for reasonable expenses incurred in performing the Works.
- Expenses incurred are subject to the Chevin expenses policy, available on request.
- The Client will reimburse Chevin in full for Visa, security clearance and background check fees where they have been specifically requested to perform the Works.
- Approved expenses will be included on a separate monthly invoice with an accompanying report detailing the breakdown of expenses.
- Chevin agrees to provide supporting documentation such as receipts and invoices for reasonable expenses on request.

8.4. Meetings and workshops

- No more than 12 hours of workshops may be scheduled for a single week, to allow for preparation, thinking time and other obligations for representatives of either party.
- Where meetings have been mutually agreed, SMEs will make every effort to attend on time.
- Whilst Chevin acknowledges that more urgent matters may arise throughout the course of the project, the Client stakeholders will prioritize project meetings or reschedule with the appropriate level of reasonable notice.
- Both parties agree to devote time and attention to the meetings in attendance.
- Each workshop will have no more than 10 representatives from the Client, to ensure maximum productivity.
- Unless otherwise agreed, meetings and workshops may be scheduled to start no earlier than 10am, to allow for parental obligations, travel disruption and delays as a result of compliance with health and safety obligations.

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8.5. Harassment, Bullying and Discrimination

- Both Chevin and the Client's representatives agree to operate in line with the Client's and Chevin's Harassment & Bullying and Equality policies. These are available on request.
- Both Chevin and the Client agree to investigate allegations of harassment, bullying and discriminatory behaviour where there are complaints under the Client's and Chevin's Harassment and Bullying, and Equality policies.
- Both Chevin and the Client agree to take appropriate action in response to the outcome of an investigation, which may include, and is not limited to, removing stakeholders from the project, or acting under its Disciplinary procedure.

9. Consultant company obligations

This section details additional obligations on Chevin, over and above those listed in the 'Resources and responsibilities' section.

9.1. Mandatory Training and Background Checks

- Chevin agrees to conduct reasonable background checks if requested by the Client, such background checks to be defined by the Client.
- Chevin agrees to apply for security clearance if requested by the Client, the levels to be defined by the Client.

9.2. Consistency of Resources

- Where possible, Chevin will endeavor to retain a consistent team on the project. However, due to external factors, this will not always be possible.
- Chevin will notify the Client at the earliest opportunity where changes to the team are necessary and unavoidable.
- Where resources must be changed, Chevin will ensure that an adequate handover is completed.

9.3. Use of Subcontractors

- Subcontractors will be engaged at the discretion of Chevin, when such an arrangement is mutually beneficial for the Client, Chevin, and the project as a whole.
- Chevin is committed to paying subcontractors on time to prevent risk to the engagement, subject to the prompt payment of invoices issued for the Works.

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10. Project onboarding

10.1. Agreed Systems/Tools

The below systems/tools must be used to allow Chevin to follow their delivery process. Further details will be agreed in the Communications Management Plan produced collaboratively during the plan phase.

Tool	Owner	Purpose
Jira	Chevin	Task management
Case Complete	Chevin	Requirement's management/use case authoring
Requirememts.cc	Chevin	Online portal for specification feedback and approval
Microsoft Project	Chevin	Project Planning

11. Payment schedule

To be invoiced monthly on Time & Materials actuals in hours and fractions thereof as the project progresses. Invoices will be generated with a single line item for 'Professional Services' hours used in the billing period (month in arrears). A timecard report with hours per resource is provided as part of the weekly status report.

11.1. Commercial Standard Terms and Conditions

- All prices shown net i.e., exclude Sales Tax.
- Terms of this quotation are based upon current Master Subscription Agreement.
- Professional Services in this proposal are offered on a **Time & Materials** basis.
- This proposal **excludes** any expenses not specifically referenced in section 4.1.
- Professional Services payment Terms are monthly in arrears of delivered consultancy.
- This proposal is valid for 30 days.
- Cancellations or deferments of Professional Services made 11 to 15 working days in advance of the planned project or assignment start date will be subject to a charge of 50% of the estimated services, and cancellations or deferments made 10 working days or less in advance of the planned project or assignment start date will be subject to a charge of 100% of the estimated services. Chevin will use reasonable endeavours to redeploy the Professional Services personnel affected and will only charge the fee if it is unable to redeploy such personnel on other chargeable work.

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11.2. Unsocial Hours and Weekends

The above rates apply to standard weekday work between 09:00 and 17:00. Below is the table of charge multiples for unsocial hours including weekends and public holidays. Any charges as referenced below will be agreed in advance and in writing.

	Mon – Fri	Saturday	Sunday & Public Holidays
9am to 5pm	_	x1.5	x2
5pm to midnight	x1.5	x2	x2.5
Midnight to 9am	X2	x2.5	x2.5

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Approvals

IN WITNESS WHEREOF, the parties have executed this Statement of Work on the date or dates indicated below to be effective in accordance with this SOW. All costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

Chevin

Signed by:
Dave Hendrickson
88E922D52CC442E...

By:

Name: Dave Hendrickson

Title: PS Director

Date: 1/21/2025

Client

By:

Name:

Title:

Date:

Purchase Order:

Chevin CEO

DocuSigned by:
592A70BEBC2243F...

By:

Name: Gary Thompson

Title: CEO

Date: 1/21/2025

Docusign Envelope ID: A883A3F0-3810-404A-BA45-412061705D4D

Approvals

IN WITNESS WHEREOF, the parties have executed this Statement of Work on the date or dates indicated below to be effective in accordance with this SOW. All costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. Estimated hours are for budgeting purposes only and not directly related to timelines for delivery. The estimates are provided in good faith. Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

Chevin

By: Signed by: Dave Hendrickson 88E922D52CC442E...

Name: Dave Hendrickson

Title: PS Director

Date: 1/21/2025

Client

By: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 1/24/2025

Purchase Order:

Chevin CEO

By: DocuSigned by: 592A70BEBC2243F...

Name: Gary Thompson

Title: CEO

Date: 1/21/2025

Docusign Envelope ID: A883A3F0-3810-404A-BA45-412061705D4D

12. Appendices

12.1. Project costs including travel and expense

Out of Pocket travel and expenses incurred by the Chevin Project Team will be re-charged to the Client at cost.

Time and Materials Estimate. Unless this Statement of Work expressly states that it is a fixed-price Statement of Work, this is time-and-materials Statement of Work, and any amounts described are solely good-faith estimates for Client's budgeting and Chevin's resource-scheduling purposes and are not a guarantee that the work will be completed for such amounts; the actual amounts may be higher or lower. Chevin will provide accumulated hours upon request. It is the responsibility of the client to track budget and communicate both internally and with Chevin as required to support the project.

Unless otherwise stated in this SOW, fees (including Expenses) associated with this statement of work will be billed monthly on a time and material basis, with terms of Net 30 days.

Scope of Work. Any scope of work described in this Statement of Work covers requirements documented during a scoping process conducted by the parties and is limited to the deliverables specified in this Statement of Work. Such scope does not cover conversations or product demonstrations that took place outside of this formal scoping process. Any requests by that are outside the scope specified in this Statement of Work will be subject to the parties' signature of a change order.

Cooperation. Client will cooperate reasonably and in good faith with Chevin in Chevin's performance of consulting services by, without limitation, (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Chevin to perform its obligations under this Statement of Work, (b) timely delivering any materials and other obligations required under this Statement of Work, (c) timely responding to Chevin's inquiries related to the consulting services, (d) assigning an internal project manager for this Statement of Work to serve as a primary point of contact for Chevin, (e) actively participating in scheduled project meetings, (f) providing in a timely manner and at no charge to Chevin access to Clients appropriate and knowledgeable employees and agents and coordination of onsite, online and telephonic meetings all as reasonably required by Chevin and (g) providing complete, accurate and timely information, data and feedback all as reasonably required.

Time Management. Both Chevin and Client realize that Chevin's time spent in connection with this Statement of Work will incur fees, and Client and Chevin will therefore endeavor to manage the use of each other's time in a reasonable and effective manner.

Delays. Any delays in the performance of consulting services or delivery of deliverables caused by Client may result in additional charges for resource time. Chevin may terminate this Statement of Work upon 15 days written notice to Client if such delay renders Chevin unable to perform the consulting services for a period of more than 30 days.

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12.2. Definitions / acronyms

The following acronyms are used throughout this Statement of Work:

- 'Client' is the customer Chevin is engaging
- 'SOW' is the Statement of Work
- 'UAT' is User Acceptance Testing

Definitions

Terms used in this document shall have following meanings:

Acceptance of Deliverable is written notification from Client to Chevin, signed by the responsible Client Program Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable.

Deliverables are any materials procured or prepared by consultant or services provided by Consultant to Client.

'CHEVIN' means the CHEVIN FLEET SOLUTIONS company described in the 'CHEVIN Contracting Entity, Notices, Governing Law, and Venue' section below.

12.3. Contracting entity, notices, governing law, and venue

The CHEVIN entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If customer is domiciled in:	CHEVIN entity entering this Agreement:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Canada, Mexico or in a country in Central or South America or the Caribbean	Chevin Fleet Solutions LLC. Delaware Corporation	Chevin Fleet Solutions LLC 881 Main Street PO Box 2203 Fitchburg, MA 01420	Delaware & controlling United States federal law	Delaware, USA
Australia or New Zealand	Chevin Fleet Solutions Pty Ltd	Unit 55, 117 Old Pittwater Road Brookvale NSW 2100 Australia	Queensland, Australia	Queensland, Australia
Belgium, Netherlands, or Luxembourg	Chevin Fleet Solutions BVBA	Elisabethlaan, 2 B-2600 Berchem België	Belgian Law	Brussels, Belgium
France	Sarl France	27 Avenue Du Savoy 74400 Chamonix-Mont Blanc France	France	Lyon, France
The United Kingdom, or a country not listed above	Chevin Computer Systems Limited, trading as Chevin Fleet Solutions	The Old School House Chapel Street Belper Derbyshire DE56 1AR	English Law	London, England

13.3.1. Manner of giving notice

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

13.3.2. Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choose or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

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chevin SMART FLEET MANAGEMENT

Address	Chevin Fleet Solutions LLC 881 Main Street PO Box 2203 Fitchburg MA 01420	Created Date	1/17/2025
		Expiration Date	1/31/2025
		Quote Number	00001721

Prepared By	Heather Irving
Email	heather.irving@chevinfleet.com

Bill To Name	Lexington Fayette County Government
Bill To	669 Byrd Thurman Drive Lexington, Kentucky 40510 United States

Product	Quantity	Sales Price	Length of Contract (Months)	Total Monthly Amount	Total Annual Amount
FW Advanced SaaS: VPB 0-500	500.00	USD 3.75	41	USD 1,875.00	USD 22,500.00
FW Advanced SaaS: VPB 501-2000	1,494.00	USD 2.75	41	USD 4,108.50	USD 49,302.00
FW Ancillary Equipment/Assets SaaS: VPB	1,290.00	USD 0.50	41	USD 645.00	USD 7,740.00

Contract Start Date	2/1/2025
Contract End Date	6/30/2028
Length of Contract - Months	41
Annual amount payable:	
Annual Price	USD 79,542.00

Prices Quoted are valid only through the expiration date. Implementation costs are not included. Prices shown do not include any taxes that may apply; any taxes will be shown on invoices. This Sales Order Form is non-cancellable before the Contract Expiration Date above, and fees paid are non-refundable, except as specified in the Master Subscription Agreement (MSA)

SaaS license subscription grant the customer rights to access and use the Chevin hosted products and services referenced above, along with applicable support. Payment terms for SaaS licence subscriptions quoted on this order form are annually in advance.

First year invoice will be issued on the 1st of the month following contract signature. This will also act as the start date for SaaS consumption.

Unless Customer has a written and signed agreement with Chevin, the services described herein are subject to the Chevin Master Subscription Agreement which is found at https://www.chevinfleet.com/chevin-master-subscription-agreement/, which is incorporated to this order form in its entirety by reference. Customer shall be deemed to agree to be bound by these terms and conditions upon use of the subscribed products described herein. Any and all terms and conditions in any Customer provided documentation are expressly rejected, and such terms shall be deemed to be for Customer's reference only, and no delivery of services by Chevin shall be deemed an agreement to any Customer terms.

chevin SMART FLEET MANAGEMENT

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select: (Customer to complete)

[ ] Yes

[ ] No

If yes, please complete the following:

PO Number:

PO Amount:

Chevin Fleet Solutions

By: DocuSigned by: 592A70BEBC2243F...

Print Name: Gary Thompson

Title: CEO

Date: 1/21/2025

Client

By: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

Date: 1/24/2025

Unless Customer has a written and signed agreement with Chevin, the services described herein are subject to the Chevin Master Subscription Agreement which is found at https://www.chevinfleet.com/chevin-master-subscription-agreement/, which is incorporated to this order form in its entirety by reference. Customer shall be deemed to agree to be bound by these terms and conditions upon use of the subscribed products described herein. Any and all terms and conditions in any Customer provided documentation are expressly rejected, and such terms shall be deemed to be for Customer's reference only, and no delivery of services by Chevin shall be deemed an agreement to any Customer terms.

chevin **SMART** FLEET MANAGEMENT

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S SUBSCRIPTION TO AND USE OF CHEVIN SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACCEPTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

CHEVIN's direct competitors are prohibited from accessing the Services, except with CHEVIN's prior written consent. This Agreement was last updated on May 13, 2025. It is effective between Customer and CHEVIN as of the date of Customer's accepting this Agreement.

DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"**Agreement**" means this Master Subscription Agreement.
"**CHEVIN**" means the CHEVIN FLEET SOLUTION company described in the "CHEVIN Contracting Entity, Notices, Governing Law, and Venue" section below.
"**Confidential Information**" means all written or oral information, disclosed by one party (the "**disclosing party**") to the other (the "**recipient**"), related to the business, products, services or operations of the disclosing party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation: (a) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, employees, suppliers and agents and (c) information regarding the skills and compensation of the disclosing party's employees, contractors, and other agents.
Without limiting the foregoing, and for purposes of this Agreement, the Customer Data is the Confidential Information of Customer.
"**Content**" means information obtained by CHEVIN from publicly available sources or its third-party content providers and made available to Customer through the Services, or pursuant to an Order Form, as more fully described in the Documentation.
"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-CHEVIN Applications.
"**Documentation**" means the applicable Service's Trust and Compliance documentation and its usage guides and policies, as updated from time to time, accessible via help tools of the applicable Service.
"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the FleetWave Store.
"**Non-CHEVIN Application**" means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Chevin Labs or under similar designation. Non-CHEVIN Applications, other than those obtained or provided by Customer, will be identifiable as such.
"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and CHEVIN or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
"**Subscription**" means the rights to the Services granted to Customer or Customer's Affiliate under an Order Form or online purchasing portal, for the number of subscriptions to the Services and for the Subscription Term, in accordance with any limitations as set forth in the applicable Order Form.
"Services" means the products and services that are subscribed to by Customer under an Order Form or online purchasing portal, or provided to Customer under a trial basis, and made available online by CHEVIN, including associated CHEVIN offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-CHEVIN Applications.
"**User**" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by CHEVIN without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, CHEVIN at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

CHEVIN RESPONSIBILITIES

Subject to the terms and conditions of this Agreement, Chevin will provide the Services to Customer in a workmanlike and professional manner in accordance with industry standards. The Services to be provided by Chevin under this Agreement will be described and set forth in one or more Order Forms agreed upon by the parties from time to time.

2.1 Provision of Services. Access to the Services and Content may be procured via an Order Form entered into between Customer and Chevin. While Customer is in good standing under this Agreement, CHEVIN will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable CHEVIN standard support for the Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which CHEVIN shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond CHEVIN's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving CHEVIN employees), Internet service provider failure or delay, Non-CHEVIN Application, denial of service attack, or other third party acts outside the control of CHEVIN, and (d) provide the Services in accordance with laws and government regulations applicable to CHEVIN's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
2.2 Protection of Customer Data. CHEVIN will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the Personal Data Processing Agreement found at https://www.chevinfleet.com/legal ("DPA") are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. For the purposes of this Agreement, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the DPA and any Appendices thereto.
2.3 Deletion of Customer Data. Upon request by Customer made within 30 days of the date of termination or expiration of this Agreement, CHEVIN will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, CHEVIN will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control,

unless legally prohibited. Should Customer desire CHEVIN to (a) assist in the export of Customer Data, (b) perform the export of Customer Data, (c) transform Customer Data into any format other than its then existing, native format, or (d) maintain Customer Data for a period of time longer than 30 days, such request shall be handled under a mutually agreed upon statement of work at CHEVIN's then existing professional services rates.

2.4 CHEVIN Personnel. CHEVIN will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with CHEVIN's obligations under this Agreement, except as otherwise specified in this Agreement.

SUBSCRIPTION AND USE OF THE SERVICES

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CHEVIN regarding future functionality or features.

3.2 Usage Limits. Services and Content may be subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, CHEVIN may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding CHEVIN's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon CHEVIN's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-CHEVIN Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify CHEVIN promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, the Documentation, the Acceptable Use and External Facing Services Policy at https://www.chevinfleet.com/legal, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-CHEVIN Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in CHEVIN's judgment threatens the security, integrity or availability of CHEVIN's services, may result in CHEVIN's immediate suspension of the Services, however CHEVIN will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-CHEVIN Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-CHEVIN Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of CHEVIN intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content and Non-CHEVIN Applications. If Customer receives notice that Content or a Non-CHEVIN Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and

External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in CHEVIN's judgment continued violation is likely to reoccur, CHEVIN may disable the applicable Content, Service and/or Non-CHEVIN Application. If requested by CHEVIN, Customer shall confirm such deletion and discontinuance of use in writing and CHEVIN shall be authorized to provide a copy of such confirmation to any such third- party claimant or governmental authority, as applicable. In addition, if CHEVIN is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, CHEVIN may discontinue Customer's access to Content through the Services.

3.6 Customer Direct Database Access for Reporting.

CHEVIN may, at its sole discretion, provide revocable database access through a restricted, read-only user account, authenticated via Azure Active Directory B2B, exclusively for Customer's internal business intelligence (BI) reporting purposes, subject to this Agreement including the "Usage Restrictions" section above. Customer must submit a written request identifying the Azure AD guest user(s) who require access. Customer agrees to implement reasonable security measures to prevent, and immediately notify CHEVIN of, any unauthorized or excessive access to CHEVIN's database. CHEVIN may, at its sole discretion, suspend or revoke such database access without limitation. Customer accepts full responsibility for any unauthorized database access and, to the extent permitted by law, agrees to indemnify CHEVIN for such database access and compliance with applicable law related thereto.

NON-CHEVIN PRODUCTS AND SERVICES

Linda Horton

4.1 Non-CHEVIN Products and Services. CHEVIN or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-CHEVIN Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-CHEVIN provider, product or service is solely between Customer and the applicable Non-CHEVIN provider. CHEVIN does not warrant or support Non-CHEVIN Applications or other Non-CHEVIN products or services, whether or not they are designated by CHEVIN as "certified" or otherwise, unless expressly provided otherwise in an Order Form. CHEVIN is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-CHEVIN Application or its provider.

4.2 Integration with Non-CHEVIN Applications. The Services may contain features designed to interoperate with Non-CHEVIN Applications. CHEVIN cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-CHEVIN Application ceases to make the Non-CHEVIN Application available for interoperation with the corresponding Service features in a manner acceptable to CHEVIN.

FEES AND PAYMENT

5.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non- cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment. Customer will provide CHEVIN with a valid purchase order or alternative document reasonably acceptable to CHEVIN. If Customer provides credit card information to CHEVIN, Customer authorizes CHEVIN to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, CHEVIN will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to CHEVIN and notifying CHEVIN of any changes to such information.

5.3 Overdue Charges. If any invoiced amount is not received by CHEVIN by the due date, then without limiting CHEVIN's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) CHEVIN may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

5.4 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized CHEVIN to charge to Customer's credit card), CHEVIN may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such

amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, CHEVIN will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

5.5 Payment Disputes. CHEVIN will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6 Taxes. CHEVIN's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If CHEVIN has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, CHEVIN will invoice Customer and Customer will pay that amount unless Customer provides CHEVIN with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, CHEVIN is solely responsible for taxes assessable against it based on its income, property and employees.

PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, CHEVIN, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3 License by Customer to CHEVIN. Customer grants CHEVIN, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-CHEVIN Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for CHEVIN to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-CHEVIN Application with a Service, Customer grants CHEVIN permission to allow the Non-CHEVIN Application and its provider to access Customer Data and information about Customer's usage of the Non-CHEVIN Application as appropriate for the interoperation of that Non-CHEVIN Application with the Service. Subject to the limited licenses granted herein, CHEVIN acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-CHEVIN Application or such program code.

6.4 License by Customer to Use Feedback. Customer grants to CHEVIN and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of CHEVIN's or its Affiliates' services.

6.5 Federal Government End Use Provisions. CHEVIN provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

PROFESSIONAL SERVICES

7.1 Statement of Work. CHEVIN may provide technical services ("Professional Services") for Customer upon request and in accordance with a written statement of work ("SOW"). The terms of this Agreement shall cover any and all SOWs between CHEVIN and Customer. No SOW shall be effective unless signed by both Customer and CHEVIN.

7.2 Price. Customer shall pay CHEVIN in accordance with the fee schedule as set forth in the SOW. Each SOW will be performed on either a time and materials basis unless otherwise described in the SOW. In the event that the Professional Services require greater duties than contemplated in the SOW, or a change is requested by Customer which results in additional duties, Customer will work closely and in good faith with CHEVIN to modify the SOW to reflect the changes, and, if applicable, the fees shall be adjusted to reflect the change in duties.

7.3 Payment. Unless otherwise specified in the SOW, payment shall be made within 30 days of delivery of the invoice to

Customer. Unless specified in the SOW, all travel and additional expenses incurred will be extra and billed to Customer at the time of incurrence.

7.4 Customer Resources. Customer shall provide, maintain and make available to CHEVIN, at Customer's expense and in a timely manner, the resources described in the Statement of Work and such other additional resources as CHEVIN may from time-to-time reasonably request in connection with CHEVIN's performance of the Professional Services. Delays in the provision of these resources may result in delays in the performance of the Professional Services, or an increase in the Price: (a) Customer will designate qualified Customer personnel or representatives to consult with CHEVIN on a regular basis in connection with the Services, (b) Customer will furnish such documentation and other information as is reasonably necessary to perform the Services, (c) Customer shall furnish access to Customer's premises and systems, and appropriate workspace for any CHEVIN personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises, (d) Customer shall meet all prerequisites and assumptions noted on the SOW that are required for CHEVIN to perform the Professional Services, and if such are determined not to be met by CHEVIN, the price for the Professional Services may be adjusted in accordance with Section 7.2 above.

7.5 Termination. Termination of a particular SOW shall not operate to terminate this Agreement. The terms of this Agreement shall survive for any SOW that is still pending at the time of termination of this Agreement until the conclusion of the SOW.

7.6 Limited Warranty. (a) CHEVIN warrants that the services provided under a Statement of Work shall be performed with that degree of skill and judgment normally exercised by recognized professionals performing the same or substantially similar Services. In the event of any breach of the foregoing warranty, provided Customer has delivered to CHEVIN timely notice of such breach as hereinafter required, CHEVIN shall, at its own expense, in its discretion either (1) correct the non-conforming deliverables to conform to this standard; or (2) refund to Customer that portion of the price received by CHEVIN attributable to the non-conforming deliverables. No warranty claim under this section shall be effective unless Customer has delivered to CHEVIN written notice specifying in detail the non-conformities within 90 days after tender of the deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty. b. CHEVIN SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS. (c) Customer represents and warrants to CHEVIN that Customer has the right to use and furnish to CHEVIN for CHEVIN's use in connection with this Agreement any information, specifications, data or intellectual property that Customer has provided or will provide to CHEVIN in order for CHEVIN to perform the Professional Services.

7.7. Relationship of Parties. CHEVIN is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of CHEVIN and Customer.

CONFIDENTIALITY

8.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of CHEVIN includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional CHEVIN services.

8.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who

need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, CHEVIN may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-CHEVIN Application Provider to the extent necessary to perform CHEVIN's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 CHEVIN Warranties. CHEVIN warrants that during an applicable subscription term (a) CHEVIN will not materially decrease the overall security of the Services, (b) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-CHEVIN Applications" section above, CHEVIN will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE AND EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

MUTUAL INDEMNIFICATION

10.1 Indemnification by CHEVIN. CHEVIN will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by CHEVIN in writing of, a Claim Against Customer, provided Customer (a) promptly gives CHEVIN written notice of the Claim Against Customer, (b) gives CHEVIN sole control of the defense and settlement of the Claim Against Customer (except that CHEVIN may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives CHEVIN all reasonable assistance, at CHEVIN's expense. If CHEVIN receives information about an infringement or misappropriation claim related to a Service, CHEVIN may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching CHEVIN's warranties under "CHEVIN Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by CHEVIN, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-CHEVIN Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

10.2 Indemnification by Customer. Customer will defend CHEVIN and its Affiliates against any claim, demand, suit or proceeding made or brought against CHEVIN by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-CHEVIN Application provided by Customer, or (c) the combination of a Non-CHEVIN Application provided by

Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against CHEVIN"), and will indemnify CHEVIN from any damages, attorney fees and costs finally awarded against CHEVIN as a result of, or for any amounts paid by CHEVIN under a settlement approved by Customer in writing of, a Claim Against CHEVIN, provided CHEVIN (a) promptly gives Customer written notice of the Claim Against CHEVIN, (b) gives Customer sole control of the defense and settlement of the Claim Against CHEVIN (except that Customer may not settle any Claim Against CHEVIN unless it unconditionally releases CHEVIN of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against CHEVIN arises from CHEVIN's breach of this Agreement, the Documentation or applicable Order Forms.

10.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

LIMITATION OF LIABILITY

11.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CHEVIN TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY TO ALL ACTIONS, INCLUDING, BUT NOT LIMITED TO ACTIONS IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY, AND REGARDLESS OF WHETHER OR NOT CHEVIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FAILURE OF REMEDY OR ESSENTIAL PURPOSE.

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL CHEVIN HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT OR OTHER AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN CHEVIN OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES OR FAILURE OF REMEDY OR ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

12.2 Term of Purchased Subscriptions. The term of each subscription "**Subscription Term**" shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at CHEVIN's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, CHEVIN will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by CHEVIN in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to CHEVIN for the period prior to the effective date of termination.

12.5 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-CHEVIN Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this

Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as CHEVIN retains possession of Customer Data.

GENERAL PROVISIONS

13.1 Export Compliance. The Services, Content, other CHEVIN technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. CHEVIN and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.- embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

13.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between CHEVIN and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order only and shall not amend or supersede the terms of the Agreement.

13.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.5 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, CHEVIN will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.9 CHEVIN Contracting Entity, Notices, Governing Law, and Venue. The CHEVIN entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If Customer is domiciled in:	The CHEVIN entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean	Chevin Fleet Solutions LLC, a Delaware corporation	881 Main Street PO Box 2203 Fitchburg, MA 01420	Delaware and controlling United States Federal Law	Delaware, USA

If Customer is domiciled in:	The CHEVIN entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Australia or New Zealand	Chevin Fleet Solutions Pty Ltd	Unit 55, 117 Old Pittwater Road Brookvale, NSW 2100, Australia	Queensland, Australia	Queensland, Australia
Belgium, Netherlands or Luxembourg	Chevin Fleet Solutions bvba	Elisabethlaan 2, 2600 Antwerpen, Belgium	Belgian Law	Brussels, Belgium
France	sarl CHEVIN	27 Avenue Du Savoy, 74400 Chamonix-Mont Blanc, France	France	Lyon, France
The United Kingdom, or a Country not listed above	CHEVIN COMPUTER SYSTEMS LIMITED, trading as CHEVIN FLEET SOLUTIONS	The Old School House, Chapel Street, Belper, Derbyshire, DE56 1AR	English Law	London, England

13.10 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

13.11 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.