

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, January 21, 2025

3:00 PM

Packet

Council Chamber

**Urban County Council Work Session**

- I. **Public Comment - Issues on Agenda**
- II. **Requested Rezoning/ Docket Approval**
- III. **Approval of Summary**
  - a **0078-25** Table of Motions: Council Work Session, January 14, 2025  
*Attachments:* [TOM 011425](#)
- 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 **0079-25** Summary: Budget, Finance and Economic Development Committee, November 19, 2024  
*Attachments:* [11-19-24 Meeting Summary](#)
  - b **0080-25** Presentation: KLC Legislative Update 2025  
*Attachments:* [LFUCG 1.21.25 Power Point](#)
  - c **0081-25** Presentation: ONE Lexington 2024 Year End Report  
*Attachments:* [One Lexington Work Session Presentation 2025 REVISE](#)
- XI. **Council Reports**
- XII. **Public Comment - Issues Not on Agenda**
- XIII. **Adjournment**



- d**      **0064-25**      A Resolution authorizing the expenditure of Ky. Office of Highway Safety Grant funds of \$16,500, for the Div. of Police to host a forty-hour training course “Fundamentals of Traffic Crash Dynamics” with the Institute of Police Technology and Management. [Div. of Police, Weathers]
- Attachments:**    [25-Bluesheet Memo - IPTM Training Course](#)  
[ContractCrashDynamics](#)  
[64-25 ky highway grant funds 4898-2772-6097 v.1.doc](#)  
[R-031-2025](#)  
[Contract # 011-2025](#)
- e**      **0065-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Friends of Wolf Run, Inc. (FOWR), for a Stormwater Quality Project, at a cost not to exceed \$46,435. [Div. of Water Quality, Martin]
- Attachments:**    [Blue Sheet](#)  
[FY24 Class A Neighborhood FOWR GAA ATTACHMENT A Grantee Signed](#)  
[FY25 FOWR - Council Map](#)  
[RESO 0065-25- Friends of Wolf Run Class A Neighborhood Grant 4922-7982](#)  
[R-037-2025](#)  
[Contract #033-2025](#)
- f**      **0067-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Agreement with Transit Authority of Lexington-Fayette Urban County Government (LexTran), as a partner to a Transportation Alternatives Program Grant, increasing LexTran’s Grant allocation by \$95,430.23 and reducing Lexington’s by an equal amount, at no additional cost to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]
- Attachments:**    [25 blue sheet memo Amendment to Lextran Contract](#)  
[2025 Amendment 1\\_LEXTRAN - LFUCG Agreement\\_clean version](#)  
[Executed Supplemental #2](#)  
[RESO 0067-25- First Amendment with Lextran 4929-9075-6625 v.1.docx](#)  
[R-038-2025](#)  
[Contract #018-2025](#)
- g**      **0069-25**      An Ordinance amending the authorized strength by creating one (1) classified position of Human Resources Manager, Grade 527E, in the Div. of Human Resources, effective upon passage of Council. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 25-0036](#)  
[From To 25-0036](#)  
[Fiscal Impact- 25-0036](#)  
[ORD 0069-25 Create HR Manager 4919-0001-8704 v.1.docx](#)  
[O-008-2025](#)

- h**      **0072-25**      A Resolution authorizing an Amendment to Resolution No. 364-2024, an Agreement with DNA Labs International, to correct the fiscal year for the expenditure from FY24 to FY25, all other terms in Resolution No. 364-2024 remain the same. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - Amendment to Resolution No. 364-2024 - DNA Labs Interna](#)  
[Resolution No. 364-2024.pdf](#)  
[72-25 dna amendment 4917-2339-7649 v.1.doc](#)  
[R-032-2025](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0078-25**

**File ID:** 0078-25

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 01/16/2025

**File Name:** Table of Motions: Council Work Session, January 14, 2025

**Final Action:** 01/21/2025

**Title:** Table of Motions: Council Work Session, January 14, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 011425

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/21/2025	Approved				Pass

### Text of Legislative File 0078-25

Title

Table of Motions: Council Work Session, January 14, 2025

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
January 14, 2025**

Mayor Gorton called the meeting to order at 3:01 p.m. Council Members Wu, J. Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

- I. Public Comment – Issues on Agenda
- II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the January 16, 2025, Council Meeting Docket, as amended. Seconded by Reynolds. Motion passed without dissent.

Motion by Baxter to remove Item No. 1, an ordinance amending the zoning ordinance to define and regulate electronic digital billboards in the B-3, B-4, I-1, I-2, and CN zones, from the January 16, 2025, Council Meeting Docket, and refer it to the General Government & Planning Committee. Seconded by Ellinger II. Motion passed without dissent.

Motion by Morton to place Item No. 2, zone map amendment PLN-MAR-24-00018 Transy Property Owners, LLC, at 475 & 495 Haggard Land and 450 Radcliffe Road, on the January 16, 2025, Council Meeting Docket, with a public hearing on February 25, 2025, at 6 p.m. (as amended to start at 5:30 p.m.). Seconded by Gray. Motion passed 9 – 5; 1 recusal (Yes: Beasley, Boone, Curtis, Ellinger II, Gray, Hale, Morton, Sevigny, Reynolds. No: Brown, Baxter, LeGris, Sheehan, Wu. Recused: Lynch.).

Motion by Ellinger II to amend the previous motion to start the public hearing at 5:30 p.m. on February 25, 2025. Seconded by Morton. Motion passed without dissent.

- III. Approval of Summary

Motion by Baxter to approve the December 3, 2024 Work Session Summary. Seconded by Sheehan. Motion passed without dissent.

- IV. Budget Amendments

Motion by Brown to add a budget amendment to the list on pages 5 - 7 of the Work Session packet for Streets & Roads for salt in the amount of \$500,000 to allow for additional salt deliveries for the remainder of the fiscal year. Funds are being reallocated from utilities within the general fund to cover the expense. Seconded by Reynolds. Motion passed without dissent.

Motion by Ellinger II to approve Budget Amendments, as amended. Seconded by Baxter. Motion passed without dissent.

- V. Budget Adjustments – For Information Only

- VI. New Business

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

VII. Communications from the Mayor- Appointments

Motion by Baxter to approve Communications from the Mayor - Appointments. Seconded by Sheehan. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Wu to approve Communications from the Mayor- Donations. Seconded by Baxter. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Baxter to approve Communications from the Mayor - Procurements. Seconded by Wu. Motion passed without dissent.

X. Continuing Business/Presentations

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

Council Member Sheehan provided a summary of the October 15, 2024, General Government and Planning Committee Meeting.

XI. Council Reports

Sheehan, GGP Chair, placed Lexington's Preservation and Growth Management Program in the General Government and Planning Committee (Sponsor: Wu).

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Work Session adjourned by Wu at 5:22 p.m.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0079-25**

**File ID:** 0079-25

**Type:** Summary

**Status:** Received and Filed

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 01/16/2025

**File Name:** Summary: Budget, Finance and Economic Development Committee, November 19, 2024

**Final Action:** 01/21/2025

**Title:** Summary: Budget, Finance and Economic Development Committee, November 19, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 11-19-24 Meeting Summary

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/21/2025	Received and Filed				

### Text of Legislative File 0079-25

Title

Summary: Budget, Finance and Economic Development Committee, November 19, 2024



## Budget, Finance & Economic Development Committee

November 19, 2024

### Summary and Motions

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Chair James Brown called the meeting to order at 1:03 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Preston Worley, Fred Brown, Whitney Baxter, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, Brenda Monarrez, Denise Gray, and Dave Sevigny were also present as non-voting members.

#### **I. Approval of September 24, 2024 Committee Summary**

A motion by Baxter to approve the September 24, 2024 Committee Summary, seconded by Plomin, the motion passed without dissent.

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

Commissioner Hensley presented the financials for October 2024. Revenue collections are slightly exceeding budget through October with a positive variance of 3.7%. The \$5.5M operating variance includes \$1M variance within vehicle repairs and maintenance, and \$500K in Police equipment.

Director Lueker shared personnel is within 0.7% of budget and they are watching payouts closely for retirements and sick checks. Operating variance is going down even after adding \$8.5M to the budget for capital projects. Insurance expense is right at budget. Debt service variance is due to the timing of issuing bonds.

No action was taken on this item.

#### **III. Commerce Lexington Regional Competitiveness Plan – Talent Update**

Betsy Dexter, Executive Director of the Commerce Lexington Business Education and Network, presented on the Commerce Lexington Regional Competitiveness Plan talent update. Part of the overall regional competitiveness plan is to develop a new regional talent attraction/retention marketing website and digital marketing campaign to increase awareness of the region as a place to live and work. Regional brand identity initiatives include Visit Lex, Look at Lex, and Locate in Lex.

The digital marketing phase 1 is to elevate awareness of Greater Lex as a great place to live and work among external audiences like Greater Lex university alumni and prospective/prior tourists. Social media marketing is made of organic content, campaign alignment, and promotes individual counties/cities on Facebook, Instagram, and LinkedIn. Within the first 30 days of the

website being launched, there were over 830,000 site visits. Ways to engage in this initiative are to follow Greater Lex on social media, explore the LookAtLex.com website, spread the word, and use the resource hub.

No action was taken on this item.

#### **IV. Council Budget Review Process**

Kelley Farley, Council Budget Analyst, presented on the budget review process. The budget review was conducted to identify opportunities for improvement by collecting feedback. Farley met one on one with Council Members and staff and discussed budget retreats, Mayor's budget hearings, Mayor's proposed budget, Council links process, materials, and overall communication.

Suggestions to improve the FY26 budget process are to: provide budget overview training and budget process workshop for Council Members, define the purpose and goals of the retreats, encourage Council Member and staff attendance at the mayor's budget hearings, and schedule link chair check-in meetings throughout the process. Next steps will consist of exploration of a new links structure and plan development for the FY26 budget process.

No action was taken on this item.

#### **V. Items Referred to Committee**

A motion by Wu to remove item #2, revenue sources, seconded by Plomin, the motion passed without dissent.

#### **VI. Adjournment**

A motion by J. Brown to adjourn at 2:04pm, seconded by Wu, the motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0080-25**

**File ID:** 0080-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 01/16/2025

**File Name:** Presentation: KLC Legislative Update 2025

**Final Action:** 01/21/2025

**Title:** Presentation: KLC Legislative Update 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** LFUCG 1.21.25 Power Point\_

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

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Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/21/2025	Received and Filed				

### Text of Legislative File 0080-25

Title

Presentation: KLC Legislative Update 2025

# KLC LEGISLATIVE UPDATE 2025

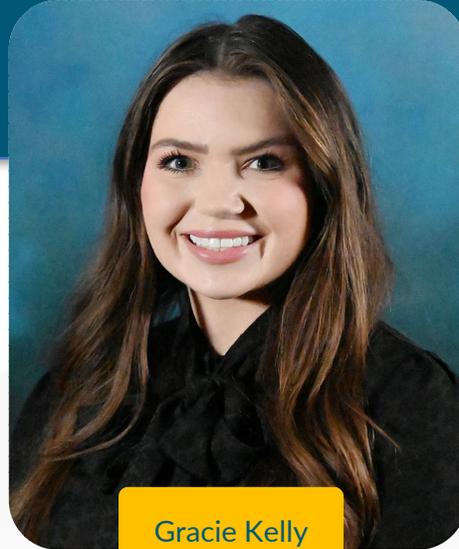


Lauren Lewis

KLC  
GOVERNMENT  
AFFAIRS TEAM



Nick Storm



Gracie Kelly

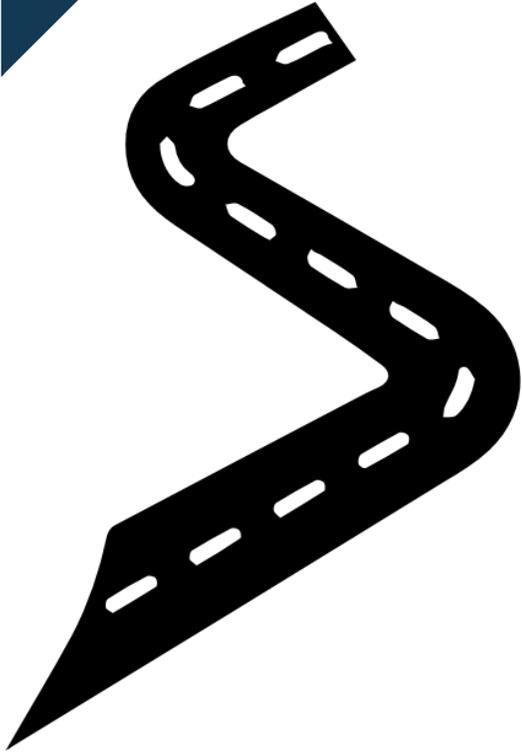


Deanna Brandstetter



Scott Tremoulis

# TOP PRIORITY: Road Funding Allocations



Kentucky will experience a drop of 3.6 cents per gallon in its gas tax in the first 9 months of fiscal year 2025.

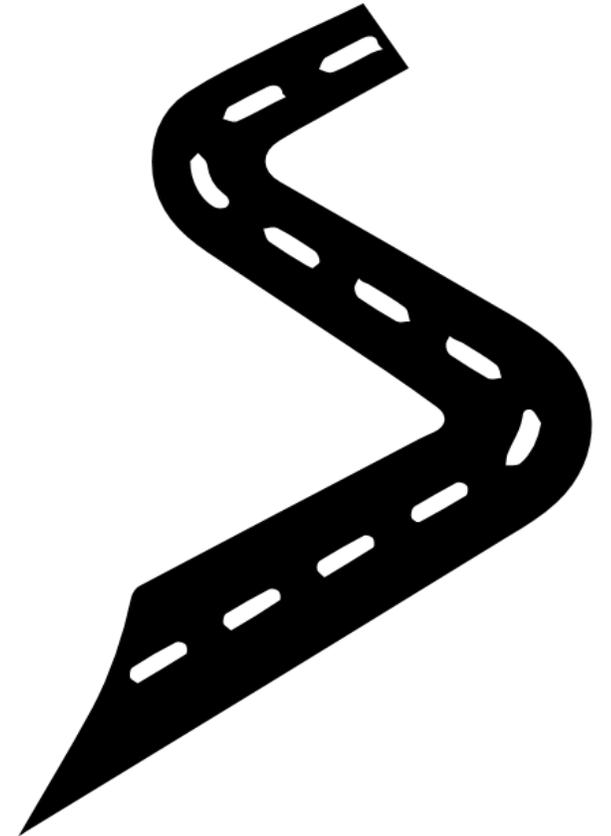


As state and federal funding continues to dwindle, municipalities are forced to do more with less.



Motor fuels taxes are the only portion of the road fund shared with local governments.

- In fiscal budget year 2023, cities expensed approximately \$395 million to maintain and construct over 10,000 miles of roads.
- In comparison, counties expensed \$381.1 million that fiscal year.
- On average over the last five fiscal years (FY 2019-2023), cities spent \$349.2 million on streets and roads while counties expensed \$322 million over that same period.
- This discrepancy exists despite a greater percentage of Kentucky's population living in city areas (58.7%) versus 41.3% in counties.



## CITY vs COUNTY: % of Road Expenditures Paid for by Revenues

		REVENUES	EXPENDITURES	
FY 2018	CITY	54,046,584	328,943,221	16% vs 48%
	COUNTY	128,448,400	267,293,450	
FY 2019	CITY	54,575,297	341,287,933	16% vs 48%
	COUNTY	129,704,928	271,369,590	
FY 2020	CITY	52,333,513	343,110,531	15% vs 41%
	COUNTY	127,422,900	311,453,614	
FY 2021	CITY	52,768,257	325,804,153	16% vs 43%
	COUNTY	125,410,300	292,226,407	
FY 2022	CITY	54,560,214	362,228,351	15% vs 37%
	COUNTY	129,669,105	353,890,368	
FY 2023	CITY	56,353,969	394,568,927	14% vs 35%
	COUNTY	133,932,160	381,138,769	

# Restaurant Revenue

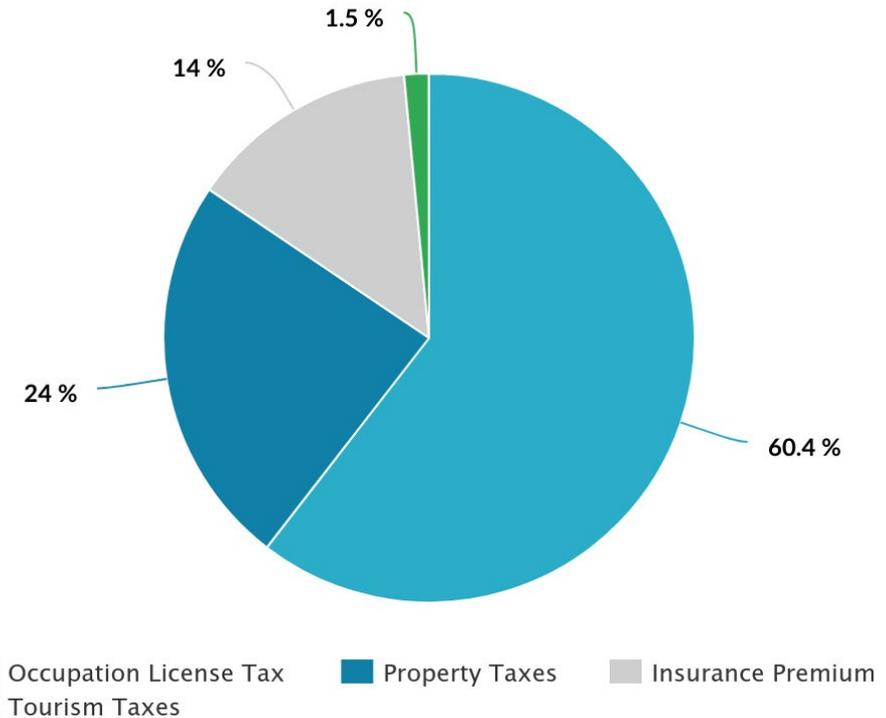
- KLC supports legislation that would sever the statute that limits the ability of cities that are of a specific size to collect consumption-based restaurant revenue rather than imposing a net profits or gross receipts tax on restaurant businesses.
- This approach ensures that every city can benefit from the economic advantages of restaurant revenue to support increased tourism in our communities.



# Revenue Diversification



KLC is seeking an amendment to Section 181 of the Kentucky Constitution to permit local governments to impose any tax (that is not in violation of the Kentucky Constitution) without the addition of any mandate that would force cities to lose any local flexibility.

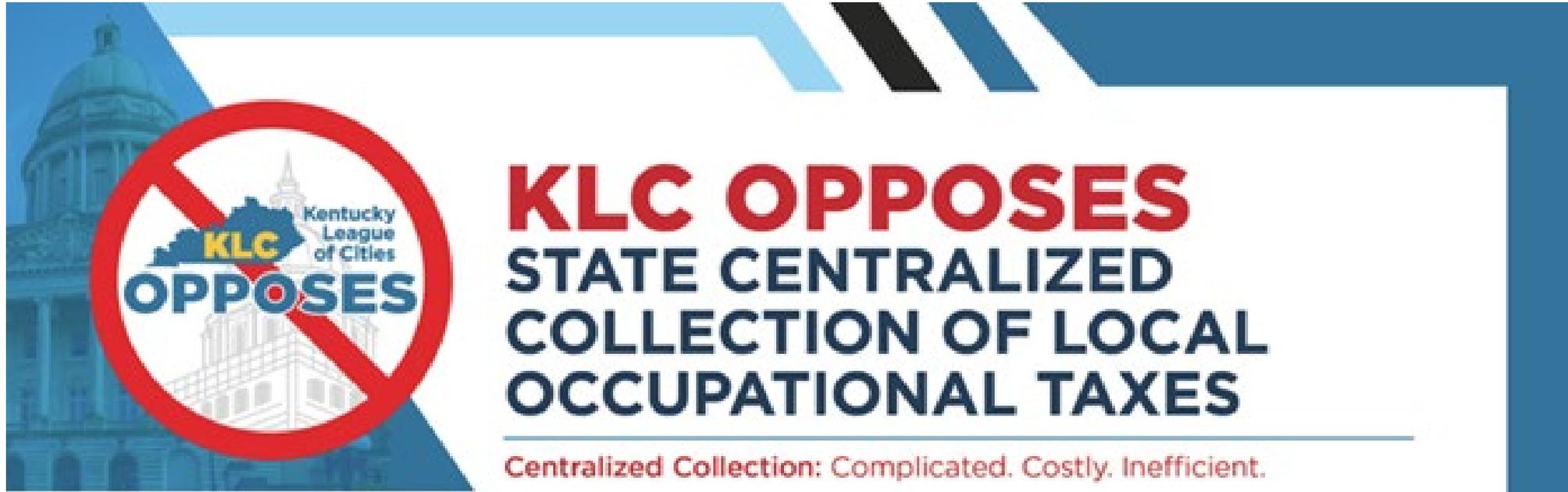


# County Employees Retirement System (CERS) Administration

- Continue to monitor the independence and administration of CERS and Kentucky Public Pensions Authority (KPPA) administration expenses paid by CERS.
- Ensure the local pension system continues to operate efficiently and in the best interest of employers and members.



# Opposing Centralized Collection



**KLC OPPOSES**  
STATE CENTRALIZED  
COLLECTION OF LOCAL  
OCCUPATIONAL TAXES

Centralized Collection: Complicated. Costly. Inefficient.

# Download the Full Agenda



# CONTACT US

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GRACIE KELLY  
Government Affairs Director  
[GKELLY@KLC.ORG](mailto:GKELLY@KLC.ORG)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0081-25**

**File ID:** 0081-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 01/16/2025

**File Name:** Presentation: ONE Lexington 2024 Year End Report

**Final Action:** 01/21/2025

**Title:** Presentation: ONE Lexington 2024 Year End Report

### Notes:

### Sponsors:

### Enactment Date:

**Attachments:** One Lexington Work Session Presentation 2025 REVISE

### Enactment Number:

### Deed #:

### Hearing Date:

### Drafter:

### Effective Date:

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/21/2025	Received and Filed				

### Text of Legislative File 0081-25

Title

Presentation: ONE Lexington 2024 Year End Report

# ONE Lexington 2024 End-Of-Year Report



**LEXINGTON**



# One Lexington Strategy

ONE Lexington is a city initiative that leverages government resources and community partnerships to address gun violence impacting youth and young adults (ages 10-29).

One Lexington looks to work upstream and treat the sickness of gun violence, not just the symptoms. In the medical field, symptoms are subjective and describe how you feel, including sensations like pain and nausea. Signs are objective things that can be seen, like a red spot on your skin or a reading on a thermometer that shows you have a fever. Sickness is a diagnosed disorder, illness, or disease that may lead to a patient's symptoms or signs.

Treating a symptom is not the same as treating a disease.



## One Lexington Mission

- To coordinate, leverage and mobilize city government and community resources to reduce gun violence with youth and young adults ages 10-29 in the city of Lexington.
- Making Lexington a safer city by reducing gun violence among youth and young adults. Using community-based intervention strategies to combat gun violence, while simultaneously addressing systemic disparities that lead to the root causes of gun violence.



## What is the PIER Model?

- P – Prevention
- I – Intervention
- E – Enforcement
- R – Re-entry





# Lexington Gun Violence Stats

## Total Shootings Statistics

### Lexington Homicide by Gun & Shooting Statistics

2024 (to date) - **19 homicides by gun** (21 total homicides)

2023 (at this point last year) – **22 homicides by gun** (24 total homicides)

2022 (at this point in the year) - **37 homicides by gun** (44 total homicides)

2021 (at this point in the year) - **36 homicides by gun** (37 total homicides)

**-3** (less gun-related homicides from the previous year)

### Lexington Shooting Statistics (Reported Residents Shot)

2024 (to date) - **66 shootings**

2023 (at this point last year) – **84 shootings**

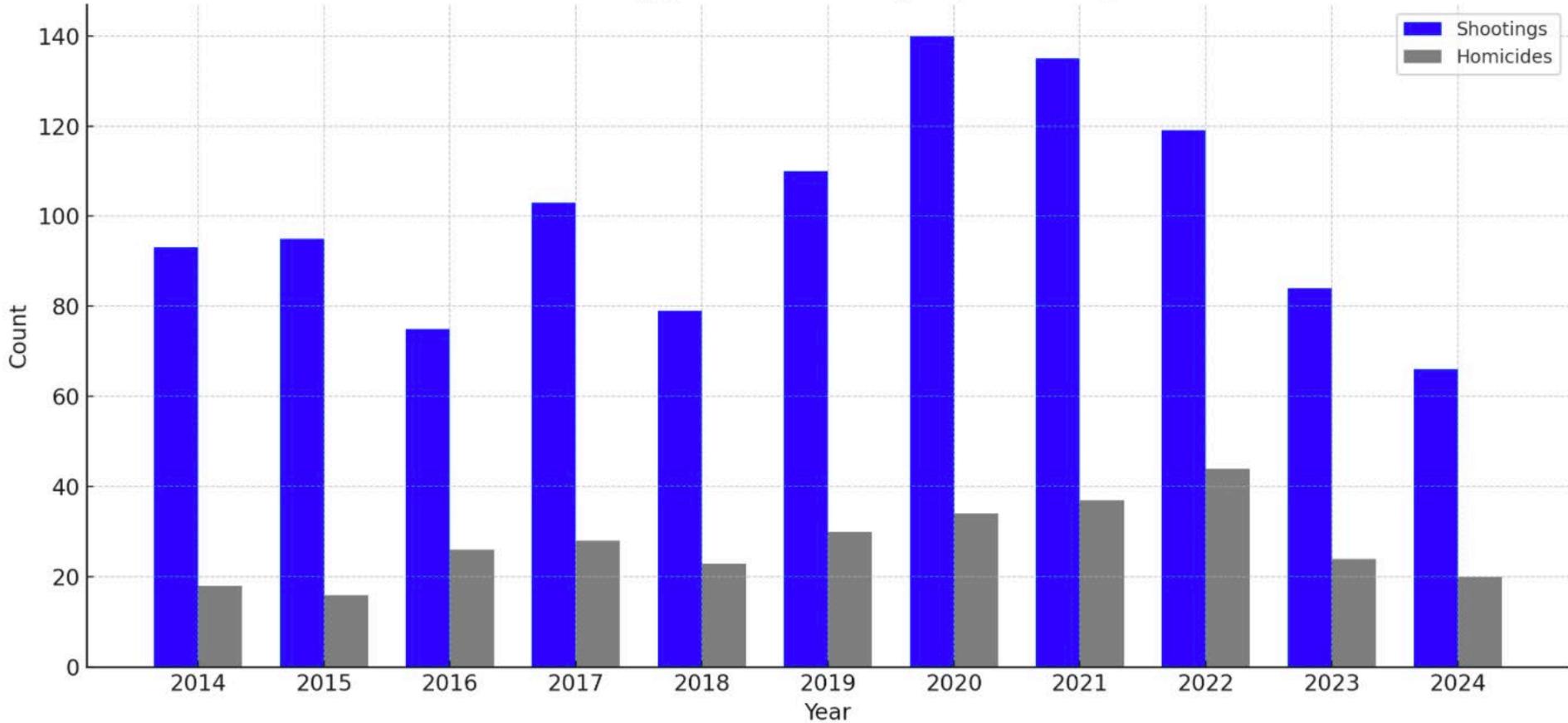
2022 (at this point in the year) - **119 shootings**

2021 (at this point in the year) - **135 shootings**

**-18** (fewer shootings than the previous year)



Shootings/Homicides - All Ages (2014-2024)





# Lexington Gun Violence Stats

## Youth & Young Adult Shootings Statistics (through December 31st, 2024)

### Lexington Homicide by Gun & Shooting Statistics

(Victims ages 10-29)

2024 (to date) - **10 homicides**

2023 (at this point last year) - **11 homicides**

2022 (at this point in the year) - **13 homicides**

2021 (at this point in the year) - **24 homicides**

**-1** (fewer gun-related homicides than the previous year)

### Lexington Shootings Statistics (Reported Residents Shot)

(Victims ages 10-29)

2024 (to date) - **37 shootings**

2023 (at this point last year) - **62 shootings**

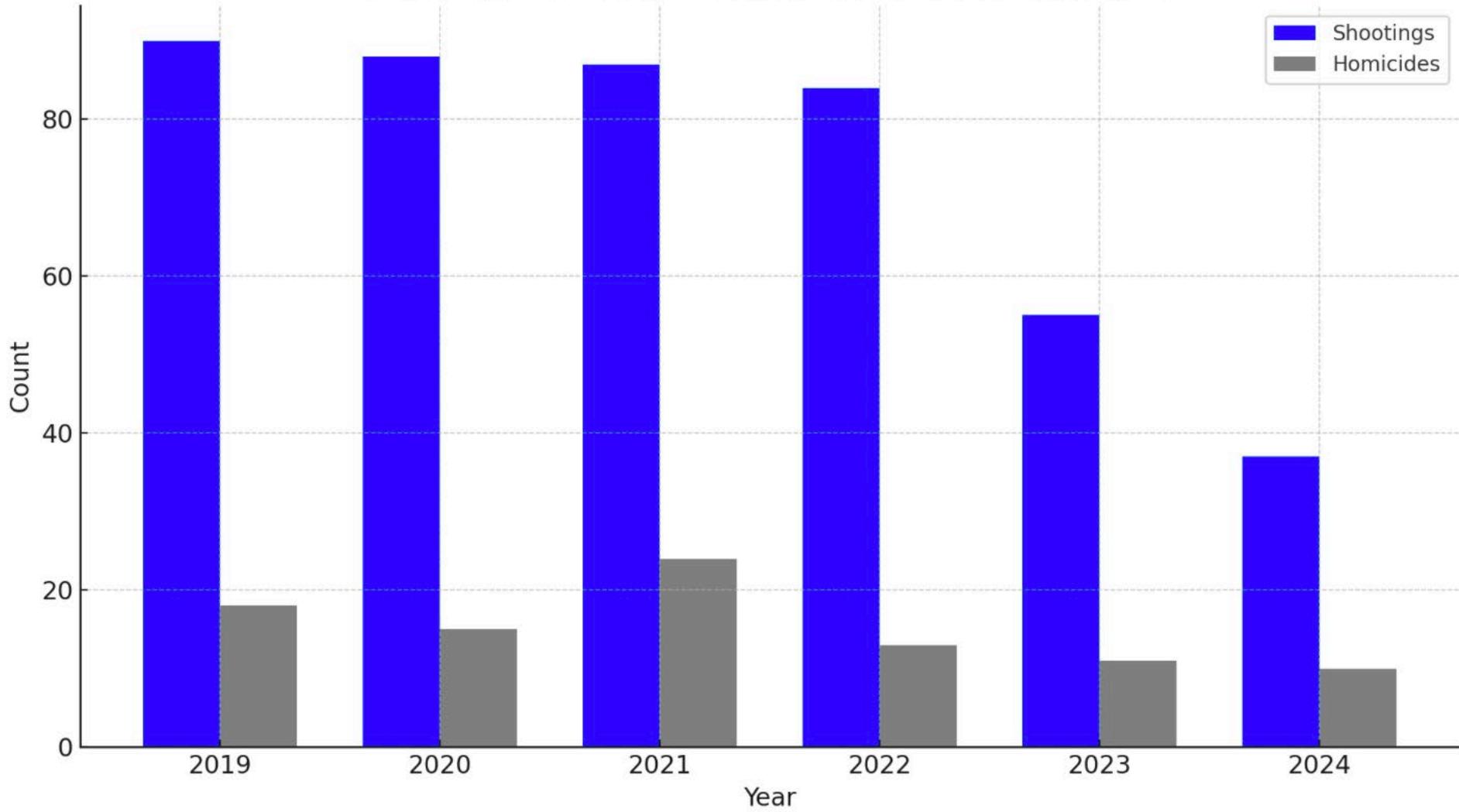
2022 (at this point in the year) - **90 shootings**

2021 (at this point in the year) - **89 shootings**

**-25** (fewer shootings than the previous year)



### Shootings/Homicides - Youth & Young Adults Ages 10-29



# One Lexington Financial Breakdown

## Crisis Response: \$107,076.56

- **N.E.W. (Neighborhood Engagement Walks)** - \$2,370.00
- **Utility Support** - \$15,734.52
- **Food Support** - \$7,800.00
- **Rent/Relocation/Temporary Housing** - \$67,053.45
- **Property damage** - \$4,118.59
- **CRT Advocate stipend** - \$10,000.00

## It Takes A Village (ITAV) Summer Program: \$51,415.00

- **Program Cost** - \$21,117.00
- **Food** - \$2,297.61
- **Mental Health & Trauma Support Services** - \$28,000.00 (Andrew Brothers)

# One Lexington Financial Breakdown

## It Takes A Village (ITAV) In- School Mentoring Program: \$41,667.85

- Mentor Stipends - \$26,400.00
- Program Completion Rewards - \$4,800.00
- Food/Gift cards - \$3,300.00
- Guest speaker/facilitator - \$7,167.85

## Grants Scholarships: \$137,110

- ONE Lexington Violence Prevention Grants - \$100,000.00
- NOCAP Program - \$1,425.00
- FRYSC Grants - \$13,000.00
- Be the Change Scholarship Rewards - \$22,685.00

# One Lexington Financial Breakdown

## Community Trainings: \$16,900.00

- Bi-monthly trainings - \$1,610.00
- Annual Gun Violence Symposium - \$15,290.00

## ONE Lexington Marketing: \$15,841.89

- Social Media Marketing - \$6,248.32
- Print Marketing - \$1,363.97
- Program Marketing - \$4,883.60
- Digital Marketing - \$3,346.00

## ONE Lexington Travel: \$11,004.02

## ONE Lexington Salaries: \$158,271.00



# The Work Continues....

- **It Takes a village In-School**
- **It Takes A Village Summer Program**
- **N.O.C.A.P. Program**
- **Youth Mediation**
- **Community Partnership:** *FCPS, CAC, Lexington Rescue Mission, Faith Community, Juvenile Treatment Court, etc.*
- **Developing Violence Prevention Ecosystem:** *Annual symposium, Bi-Monthly Trainings, Making Connections, CVI Conference, Cities United Convening, Smarts Cities Conference, Washington DC, and more.*



# Building Bridges To Opportunity

ONE Lexington received a \$500,000 grant from Governor Beshear's "Everybody Counts" initiative which is designed to eliminate financial barriers for those wanting to pursue higher education. With our mandate being to address youth and young adult gun violence, we wanted to utilize this funding to create more opportunity and better serve youth and families affected by gun violence.

- Expansion of "Be The Change" Scholarship Program to ALL FCPS high schools and alternative schools
- Skills Scholarship for youth ages 18-24 who have been affected by gun violence.
- Matching FRYSC donations to schools in areas most impacted by gun violence
- Supplemental financial support for students (and their immediate family members) affected by gun violence seeking counseling services.

# Youth Employment Bill

- In 2024, the ONE Lexington worked Senator Givens on Senate Bill 128 which will allow youth ages 12 & 13 to work limited hours and duties for vetted local nonprofits to earn income.
- We worked with nonpartisan Kentucky policy organizations, to make sure that there are safeguards in place to provide opportunities but more importantly protect children.





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# ONE Lexington Visits Washington, DC

- The ONE Lexington team visited Washington DC this summer to speak to several lawmakers about the impact of Community Violence Intervention.
- Lexington (which has seen a 55 percent decrease in homicides and shootings over the last 2 years) was 1 of 4 cities across the country selected by the Friends Committee on National Legislation - FCNL to come have conversations with representatives from.



# ONE Lexington Advocates For CVI

## Visiting Washington, DC





**LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY**

300 West New Circle Road • Lexington, KY 40505 • Phone: (859) 281-5060 • Fax: (859) 281-5055

November 27, 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

Mayor Linda Gorton  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

Dear Mayor Gorton:

I'd like to take this opportunity to extend a formal thank you to you and the ONE Lexington staff for the partnership with the Lexington Housing Authority (LHA). In August, Housing Authority staff reached out to Devine Carama and his team (Larry Johnson and Kenneth Payne) for help at LHA's Falcon Crest Apartments that was experiencing multiple issues with the youth who live there.

After several months of resident involved verbal and physical altercations, as well as property vandalism, the ONE Lexington team agreed to step in to help. Devine, Larry and Kenneth joined LHA management to attend resident meetings to hear tenant's complaints and agreed to devote their mentorship to the youth at that troubled site.

We are so appreciative of the work, time, effort, and resources they have put into our Falcon Crest residents. The ONE Lexington team spent time with the young people listening to what they had to say. They focused their time and efforts by being onsite at the apartment complex after school and walking some of them home from school at the Tates Creek campus.

I have not heard a single complaint since the ONE Lexington team has been on the scene. Sometimes it takes just letting young people know that people care and there are options available for a better future. Many of our youth don't know what they haven't been taught.

Again, thanks for making ONE Lexington a valuable resource this community has long needed. We appreciate the outstanding job they have done for LHA and for this community!

Sincerely,

Renee Christian  
Housing Manager



# Youth Outreach in Gainesway

## Housing Authority Partnership



# ONE Lexington's Crisis Response

- Violence Intervention Team Meeting
- N.E.W. Neighborhood Engagement Walks
- Victim Advocacy & Hospital-Based Violence Intervention Program (HIVIP) – Safety Net Through Project Peace
- Street Outreach (Cure Violence Method)
- Faith-Based Collective
- Youth Mediation
- System Involved Intervention
- Supporting Survivors



# Survivor Support

- Since July 1st, 2024, the beginning of the fiscal year, ONE Lexington has spent over \$60,000 of its fiscal budget on "survivor support"
- This follows another \$100,000 plus in support for survivors in our previous fiscal year.
- That support includes relocation services, utility and rent support, property damage caused by gunfire, moving expenses, and more.
- ONE Lexington, in partnership with Governor Beshear's "Everybody Counts" initiative, has committed another \$180,000 towards mental health and trauma support for families who have been affected by gun violence since 2020.



# Building Relationships in Community Through Service





# N.E.W. (Neighborhood Engagement Walks)



# Crisis Response In Action



# Crisis Response In Action



# Crisis Response In Action





# Crisis Response In Action





# One Lexington Ecosystem (Continuum of Care)

- Weekly VIT - Crisis Response - N.E.W. - Trauma/Mental Health Support -
- Expungement Clinic/Second Chance Hiring - Juvenile Treatment Court -
- ITAV Summer - ITAV In-School - Youth Mediation - Youth Trauma Support -
- N.O.C.A.P. - Be the Change Scholarship Program - Violence Prevention Grant - FRYSC donation
- How do we transition from an ecosystem of support to an ecosystem of opportunity?



## Other Community Partners in Prevention, Intervention, & Re-Entry.

- Fayette County Public Schools
- Fayette County Sheriff's Office
- Lexington-Fayette County Health Department
- Lexington Police Department
- Lexington Fire Department
- Juvenile Treatment Court
- University of Kentucky
- Lexington Public Library
- Cities United
- UK Trauma Center
- Transylvania University
- Lexington Leadership Foundation
- Urban Impact
- M.A.D.E.
- O.M.A.C.
- Project Body Bag
- The Voyage Movement
- Stop the Bleed
- Food Chain
- Black Soil
- LM Communications (107.9 The Beat)
- Radio Lex
- Lexington Art League
- Oneness Boutique
- SoulNRoses
- Central Bank
- Galls LLC
- Awesome Inc.
- Lyric Theater
- Sky Zone of Lexington
- Police Activities League (PAL)
- United Way
- Urban League
- Black Achievers (YMCA of Central Kentucky)
- Lexington Rescue Mission



## What Is Next?

- Updating Strategic Plan (Over 90 community partners from different sectors registered)
- 4 Community forums Scheduled
- Youth feedback through ITAV In-School Mentoring Programs
- Survivor feedback through survey and in-person open forum
- Increasing ecosystem connectivity.
- Creating or exploring ways to create opportunity for the underserved



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0927-23**

**File ID:** 0927-23

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

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

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

**File Name:** Page Break

**Final Action:**

<b>Title:</b>
---------------

**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

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



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0035-25**

**File ID:** 0035-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 017-2025

**In Control:** Urban County Council

**File Created:** 01/08/2025

**File Name:** AllTrack Performing Rights, LLC Music Agreement

**Final Action:** 02/06/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with AllTrack Performing Rights, LLC for the non-exclusive right to play, in whole or in part, musical compositions Granted by the license, as part of public performance events sponsored, promoted or conducted by LFUCG Programs and/or agencies, at a cost not to exceed \$3,179. [Dept. of General Services, Ford]

**Notes:** in office 1/9/2025. MS

Stamped and filed in the CCO. Returned to Sandra Lopez via IOM 2/6/2025. MS

**Sponsors:**

**Enactment Date:** 02/06/2025

**Attachments:** Blue Sheet Memo - AllTrack LLC.docx, AllTrack Music License Agreement.pdf, RESO 0035-25 AllTrack Performing Rights LLC 4922-5665-9471 v.1.docx, R-035-2025, Contract #017-2025

**Enactment Number:** R-035-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Lopez

**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	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
1	Urban County Council	01/23/2025	Received First Reading	Urban County Council	02/06/2025		
1	Urban County Council	02/06/2025	Approved				Pass

### Text of Legislative File 0035-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with AllTrack Performing Rights, LLC for the non-exclusive right to play, in whole or in part, musical compositions Granted by the license, as part of public performance events sponsored, promoted or conducted by LFUCG Programs and/or agencies, at a cost

not to exceed \$3,179. [Dept. of General Services, Ford]

**Summary**

Authorization to execute an Agreement with AllTrack Performing Rights, LLC, a music catalog vendor, for the non-exclusive right to perform publicly, or cause to be performed publicly, musical compositions licensed by AllTrack at events wholly or primarily sponsored, promoted or conducted by or under the auspices of LFUCG, at a cost not to exceed \$3,179 per year. Funds are Budgeted. (Ford) (0035-25)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes (Gabriel Thatcher, October 21, 2024)

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1101-707101-0001-71216

This Fiscal Year Impact: \$3,179.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$7,239.33



TO: Mayor Linda Gorton  
Honorable Members, Urban County Council

FROM:   
Chris Ford, Commissioner of General Services

DATE: December 31, 2024

SUBJECT: Music License Agreement with AllTrack Performing Rights, LLC

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**Request:**

Request Council Authorization for the Mayor to enter into a music license agreement between LFUCG and AllTrack Performing Rights, LLC.

**Purpose:**

This license agreement provides to LFUCG a non-exclusive right to play, in whole or in part, musical compositions granted by the license, as part of public performance events sponsored, promoted or conducted by LFUCG programs and / or agencies. Agreement will automatically renew annually unless either party provides a written letter of termination prior to 30 days of the agreement term. This is a new music catalog vendor that is used primarily by Division of Parks & Recreation and GTV3 will use for various songs and/or musical artists.

**Budgetary Implication:**

Cost for the current fiscal year: \$3,179.00

**Are the funds budgeted?**

Yes, 1101-707101-0001-71216

**File Number:** 0035-25

**Director/Commissioner:** Chris Ford



## **AllTrack Terms of Use**

Welcome to the AllTrack "Terms of Use".

These Terms of Use by and between AllTrack Performing Rights LLC ("AllTrack"), a Delaware limited liability company, and the party referenced in the Agreement ("Licensee"), together with any of the following applicable documents – Music Licenses, Fee Schedules, Licensee Information Forms, Reporting Forms, Invoices – and any other applicable Schedules, Attachments, Addenda or Exhibits (collectively comprising the "Agreement" or "Music License"), constitute a binding agreement between AllTrack and Licensee, and set forth the terms and conditions pursuant to which Licensee may publicly perform ("use" or "play") Music. Capitalized terms not defined herein shall have the meanings ascribed within the aforementioned documents collectively comprising the Agreement.

### **1. GRANT, DESCRIPTION AND LIMITATION OF RIGHTS**

As of the Start Date and throughout the Agreement Term, AllTrack grants to Licensee a non-exclusive right to play, in whole or in part, any and all musical compositions (works) in the Territory for which AllTrack is authorized to license the music publishing right of public performance ("Music"), solely as specified within the Music License.

The grant herein is limited exclusively to the aforementioned rights, solely for public performances in the United States of America and its commonwealths, territories and possessions, including the Commonwealth of Puerto Rico (collectively the "Territory"). Licensee shall not authorize, grant or license to another party, or otherwise commercially exploit the right to publicly perform any Music by any means or method. The grant herein excludes performances of Music which are authorized by AllTrack pursuant to any other AllTrack license agreement, music associated with "Grand Rights" (musicals, plays, revues, operas or ballets) and the sound recording rights embodying the works in the AllTrack repertory. This grant of rights does not convey any rights, express or implied, other than those expressly granted by the Agreement. All rights not expressly granted to Licensee are reserved by AllTrack.

### **2. AUTHORITY AND E-SIGN CONSENT**

You hereby acknowledge and agree that you, as the individual entering into this Agreement on behalf of Licensee, represent that the information that you are providing in connection with this Agreement is true and complete, that you have the full right, power, authority and approvals to enter into this Agreement on behalf of Licensee, and that your agreement to this Music License constitutes Licensee's intent to be bound by its terms and to promptly pay all fees and other applicable amounts payable (if any). If you are submitting your agreement hereto electronically, you acknowledge and agree that it shall satisfy any legal requirement that signatures of Licensee and AllTrack be in writing. You are advised to maintain copies of electronic documents, confirmations and communications by printing a paper copy or saving an electronic copy.

### **3. CONDITIONS**

Licensee shall not grant to or authorize any subsidiary, parent, affiliate or third party the right to publicly perform the Music, regardless of means of transmission, without a valid AllTrack license or AllTrack's written consent.

### **4. LICENSE FEE**

With respect to the rights granted herein, you agree to pay an amount to AllTrack for the right to publicly perform (play) the Music (the "License Fee"), calculated and payable in accordance with the applicable Fee Schedule(s). You agree that your use of Music is accurately represented in this Agreement, that upon entering into this Agreement you will have secured the appropriate type of AllTrack license(s) for your business or entity and use of Music, and that you will notify AllTrack immediately in writing if your use of Music changes in a manner that would require incremental License Fees under this Agreement, or additional AllTrack Music Licenses or alternative types of AllTrack Music Licenses. All payments of License Fees hereunder are non-refundable and subject to late fees of 1.75% per month (or, if less, the maximum rate allowable by law), including reasonable collection agency and attorneys' fees.

You agree that AllTrack may inquire directly of you from time to time about your use of music or verify your use of music through independent sources. You further agree to provide sufficient evidence, upon written request of AllTrack, to verify the accuracy of inputs used to determine your AllTrack license types and fees, and to permit

AllTrack to inspect your books and records as related to any musical aspects of your business or entity. If such inquiry or verification results in a requirement for incremental License Fees, you hereby authorize AllTrack to immediately adjust the License Fees in accordance with the appropriate Fee Schedule(s) then in effect, to retroactively account for any non-permitted usage from the date the License Fees would have originally been due. If such inquiry or verification results in a requirement for incremental License Fees in excess of 10% of what the Licensee Fees were for the period under review, you hereby authorize AllTrack to immediately adjust the License Fees to include a finance charge of 1.75% per month (or, if less, the maximum rate allowable by law) on the underpaid balance from the date it would have originally been due plus reasonable investigation, collection agency and attorneys' fees.

Notwithstanding anything to the contrary, AllTrack may make changes to the Fee Schedule(s); provided, that in the event of a change to a Fee Schedule that goes into effect other than on January 1 of any year, AllTrack must provide written notice of such change to Licensee, after which Licensee shall have thirty (30) days to terminate this Agreement effective as of the date such change is to take effect by providing written notice as specified herein, with reference to this provision as the basis for such termination.

## **5. BILLING**

Licensee acknowledges and agrees that AllTrack may automatically bill and charge Licensee as the Licensee Fee becomes due for the ongoing right to play Music as specified herein. If Licensee wishes to disable the automatic payment feature, Licensee may provide AllTrack notice accordingly as specified within the notification provisions herein. AllTrack's inability to successfully complete a transaction using the payment information in its possession does not relieve Licensee of its obligation to timely satisfy the License Fee due and payable. Notwithstanding anything to the contrary, AllTrack reserves the right to terminate this Agreement immediately without notice if the License Fee is not received by AllTrack by the required payment date.

## **6. CONFIDENTIALITY**

During the Term of this Agreement, "Confidential Information" shall mean this Agreement and any proprietary and confidential information disclosed, in the course of and during the Agreement Term, by one Party (the "Disclosing Party") to another Party (the "Receiving Party"). Confidential Information will be kept confidential by the Receiving Party and will not be disclosed to any other person; provided, however, that each party may disclose Confidential Information of the other to its affiliates, employees, officers, directors, agents, prospective or existing financing sources and subcontractors ("Representatives") who have a need to access and/or use the Confidential Information in order to perform or exercise such party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than as provided under this Agreement. The Receiving Party shall use the same care and discretion to avoid disclosure, but in no event less than a reasonable degree of care and discretion, as it uses with its own similar information that it does not wish to disclose.

The term Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as defined below) in violation of the terms hereof; (ii) To the extent permissible by law, is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source that is not known to the Receiving Party to be prohibited by a contractual, legal, or fiduciary obligation to the Disclosing Party from disclosing such information to the Receiving Party; (iii) is independently developed, conceived, or discovered by the Receiving Party or its Representatives; or (iv) is already known to the Receiving Party or any of its Representatives prior to disclosure of the same to the Receiving Party or its Representatives by the Disclosing Party or the Disclosing Party's Representatives.

## **7. INTENTIONALLY OMITTED**

## **8. TERMINATION AND BREACH**

Either party may terminate this Agreement by providing written notice to the other party no later than 30 days prior to expiration of the Agreement Term. Termination of the Agreement shall not relieve Licensee of its obligation to pay any remaining License Fees due, including License Fees for the period in effect at the time a notice of termination is provided.

In the event of a breach of this Agreement by either party, either party may terminate this Agreement by providing 30 days written notice to the other, during which period the breach may be cured. If the breach has not been cured

during such 30-day period, this Agreement shall expire; provided, however, that AllTrack shall have the right to terminate this Agreement immediately without notice upon (i) any change in law, decree or other regulation that would have a materially adverse impact to AllTrack's operations or costs, (ii) filing of a petition for bankruptcy with respect to Licensee, or (iii) Licensee declaring or becoming insolvent. AllTrack shall retain any remedies available to it under this Agreement beyond termination.

## **9. NOTICES AND COMMUNICATIONS**

Notices to AllTrack must be sent in writing (in English) to 324 S. Beverly Dr., Suite #523, Beverly Hills, CA 90212, or if sent via email, to legal@alltrack.com. Physical notices will be deemed to have been fully given when delivered in person or five days after deposit with a reputable overnight courier service.

AllTrack and its affiliates may provide you with certain communications, notices, agreements, statements, or disclosures in writing ("Communications") in connection with this Agreement. This Agreement hereby confirms your ability and consent to receive Communications electronically from AllTrack and its affiliates, rather than in paper form, in our relationship with you. Under this consent, AllTrack may provide Communications directed to the latest contact information in this Agreement or maintained by Licensee in its AllTrack account, or for all matters other than a notification of a breach of the Agreement, by making the Communications available via AllTrack websites or applications accessible by Licensee. Communications are deemed delivered on the date sent or made available on AllTrack websites or applications accessible by Licensee and include, but are not limited to (1) agreements, terms and policies related to use of the Music, (2) financial transaction authorizations, invoices, receipts and/or confirmations, (3) account statements and history, and (4) fee drivers and requests for reporting. Licensee is responsible for maintaining a valid email address, physical address and phone number on file with AllTrack through the later date on which it uses the Music or has an outstanding balance payable to AllTrack.

## **10. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

## **11. DISPUTE RESOLUTION**

To the extent permissible by law, disputes arising in connection with this Agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its prevailing rules then in effect. The arbitrator(s) will be selected as follows: AllTrack and Licensee shall each have the right to appoint one arbitrator by written notice to the other. If within 10 days following the delivery of such notice by either party the other shall not appoint an arbitrator by written notice, the first arbitrator shall be the sole arbitrator. If two arbitrators are appointed, these arbitrators shall appoint a third arbitrator. If the two arbitrators are not able to agree upon a third arbitrator within 10 days of the appointment of the second arbitrator, then either of AllTrack or Licensee may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on both parties. Costs, expenses and reasonable attorneys' fees of arbitration shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction. Any disputes, and associated awards or resolutions, shall be considered Confidential Information.

## **12. GENERAL**

AllTrack shall have the right to immediately remove any Music from its repertory at its sole discretion to the extent there is an inquiry, dispute or investigation regarding the right of AllTrack to license such Music.

You agree to notify AllTrack within 30 days of receipt of any claim of alleged infringement made against you with respect to your performance of Music.

This Agreement and the rights and obligations herein are not transferrable or assignable by Licensee without the prior written consent of an officer of AllTrack.

License Fees are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable sales, gross receipts, value added, goods and services, and other transaction taxes, fees, charges and surcharges, and any regulatory cost recovery surcharges or similar amounts that are owed under or in connection with this Agreement and which we are permitted to collect from you under applicable law. You are responsible for all other taxes that you are legally obligated to pay including any taxes that arise on the provision of services or

distribution of products to your customers, subscribers and affiliates. AllTrack is responsible for all taxes based on our net income, gross receipts (imposed in lieu of taxes on income or profits), or taxes on our property ownership.

The terms of this Agreement shall be subject to AllTrack's standard practices and procedures in effect as of the date of this Agreement and as they may be updated, modified or supplemented from time to time. We may modify the terms herein in our sole discretion, which terms shall be made available on [alltrack.com](http://alltrack.com) or one of its subdomains. You are responsible for periodically checking for changes and are bound by them by continuing to use the Music or any electronic services made available by AllTrack.

You agree not to disparage, degrade or bring AllTrack (or any of its affiliated writers or publishers or its employees or contractors) into public disrepute, contempt, scandal or ridicule, and not to shock, or otherwise insult or offend the community in a manner that would cause harm to AllTrack.

This Agreement is subject to our state general license disclosures.

All covenants, agreements, representations and warranties made in this Agreement, shall survive any termination or expiration of this Agreement or discontinued use of the Music by you.

### **13. ENTIRE AGREEMENT; NO IMPLIED TERMS**

Each party acknowledges and agrees that this Agreement supersedes any other exchanges between the parties, whether written or oral, and no additional terms are or may be implied. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. In the event these Terms of Use conflict with any other terms that collectively comprise this Agreement, the Terms of Use shall prevail. Failure to enforce any provision of this Agreement will not constitute a waiver. If part of this Agreement is declared void by a court of competent jurisdiction, the remaining parts shall continue to be binding and shall have the same force and effect as if the void part were deleted from this Agreement.



## 2025 Fee Schedule Municipalities / Local Government Entities

This Fee Schedule sets forth the License Fees payable for the public performance (“use” or “play”) of Music at Licensee’s Locations and Events (each as defined in Section 4). This Fee Schedule is hereby incorporated by reference to the Terms of Use and all capitalized terms that are not defined herein shall have the meanings ascribed within the Terms of Use.

### 1. LICENSE FEE

Payment of the appropriate annual License Fee authorizes the unlimited use of Recorded Music and Live Music during the Agreement Term, solely at a Location and/or in connection with an Event (subject to Section 5).

Table 1.1 Rate Card

Population Range	Annual License Fee
Up to 25,000	\$281
25,001 - 50,000	\$395
50,001 - 75,000	\$751
75,001 - 100,000	\$946
100,001 - 125,000	\$1,204
125,001 - 150,000	\$1,523
150,001 - 175,000	\$1,731
175,001 - 200,000	\$1,957
200,001 - 225,000	\$2,181
225,001 - 250,000	\$2,434
250,001 - 300,000	\$2,895
300,001 - 350,000	\$3,349
350,001 - 400,000	\$3,766
400,001 - 450,000	\$4,213
450,001 - 500,000	\$4,611
<i>Plus \$299 for each additional Population Range of 50,000 over 500,000</i>	

The License Fee for the upcoming annual period shall be determined based on Licensee's Population (per Table 1.1 above).

Effective each January 1st, the Rate Card (per Table 1.1 above) for purposes of determining the annual License Fee for the upcoming Renewal Term shall be adjusted by the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), or by 5%, whichever is greater.

### 2. LICENSE FEE TERM & PAYMENT

This Agreement shall commence on the Music use start date set forth in the Music License (the “Start Date”) and continue for a period of one year (the “Initial Term”). Thereafter, the term of the Agreement shall automatically renew annually (each renewal period a “Renewal Term” and the Initial Term plus all Renewal Terms collectively, the “Agreement Term”).

License Fees for the Initial Term are due upon execution of the Agreement. License Fees for Renewal Terms will be due as of the first day of each Renewal Term.

### 3. REPORTING REQUIREMENTS



For each Renewal Term during which United States census data has been updated (i.e. every 10 years), you agree to report to AllTrack the revised Population of Licensee using the Reporting Form or online application made available to you by AllTrack, provided, however that if Licensee's Population tier within the Rate Card has not changed, no reporting will be required. Reporting in connection with a change in Population is due to AllTrack no later than 30 days prior to the first date of each applicable upcoming Renewal Term.

#### 4. DEFINITIONS

**Event.** A gathering of Attendees for a limited duration of time that is solely conducted, controlled, promoted, presented or sponsored by Licensee whereby no third party directly shares or participates in any gross revenue or proceeds of the gathering, during which Live Music or Recorded Music is publicly performed. Events shall include (subject to Section 5) competitions and games (non-professional), concerts, dances, exercise classes, fairs, festivals, pageants, parades, social events and shows.

**License Fee.** The amount payable by Licensee to obtain the right of public performance for Music played at the Locations and Events.

**Live Music.** Music that is performed in person by bands, solo musicians, singers/vocalists, instrumentalists, DJs, karaoke or other similar persons (including live performances via holographic transmission).

**Location.** A location or premises solely owned, leased, or operated by Licensee whereby no third party directly shares or participates in any gross revenue or proceeds of the operations conducted at the location or premises. Locations shall include (subject to Section 5) amphitheaters, auditoriums, community and civic centers, government offices, hospitals, libraries, parks, parking lots, police and fire stations, swimming pools, recreational facilities, streets and zoos.

**Population.** The number of people that reside in Licensee's municipality or local geographic area of governance, as per the most recent United States census.

**Recorded Music.** Music that has been previously captured and recorded that is played (streamed, broadcast, transmitted, retransmitted, etc.) via any device including, but not limited to, a digital streaming device (phone, tablet, desktop, laptop, smart TV, virtual reality hardware, augmented reality hardware, infotainment device, or other internet-connected device), background music device, TV or other audiovisual device, gaming machine or console, radio, jukebox or other device that enables the playback of digital media, CDs, tapes, records, DVDs, videotapes or other similar media.

#### 5. EXCLUSIONS

Notwithstanding anything to the contrary herein, an AllTrack license obtained in connection with this Fee Schedule excludes the right to play Music in connection with any of AllTrack's other Fee Schedules, as determined in AllTrack's sole discretion, including but not limited to AllTrack's Fee Schedules for "Airports", "Amusement, Theme & Water Parks", "Colleges & Universities", "Sports Teams (Professional)" and "Stadiums, Arenas & Concert Venues – Greater Than 2,000 Seats".



Music License

AllTrack Performing Rights LLC
324 S. Beverly Dr., Suite 523
Beverly Hills, CA 90212
www.alltrack.com

Your Contact
Hamish Brown
licensing@alltrack.com
(424) 378-5684

Account # 110643
Licensee Lexington Fayette Urban County Government
Contact Sandra Lopez
Contact Email slopez@lexingtonky.gov
Address 200 E Main Street
City, State, Zip Lexington, KY 40507
Billing Email slopez@lexingtonky.gov
Start Date Date of LFUCG Resolution Enactment
Due Date Upon execution

Table with 2 columns: Description, Amount. Row 1: Annual License Fee - Lexington Fayette Urban County Government, \$ 3,349.00. Row 2: Effective date upon passage of LFUCG Resolution enactment. Row 3: BALANCE DUE \$ 3,349.00

Terms

This License is governed by the AllTrack Terms of Use available at licensing.alltrack.com/tou/municipalities. By signing below, you acknowledge and agree that you are authorized to enter into this License on behalf of Licensee and that you have read, understand, agree and will comply with the Terms of Use. This License is hereby incorporated by reference to the Terms of Use and all capitalized terms that are not defined herein shall have the meanings ascribed in the Terms of Use.

Licensee Signature Linda Gorton
Printed Name Linda Gorton
Title Mayor
Date
AllTrack Signature David Derryberry
Printed Name David Derryberry
Title Head of Licensing Operations
Date 12/10/24

To pay by phone: (424) 255-1637

Please make checks payable to AllTrack Performing Rights LLC with reference to your account number.
To pay by ACH, please contact your AllTrack representative for account information and payment instructions.

Detach and return this portion with your payment if paying by check or credit card.

Account # 110643
Lexington Fayette Urban County Government
200 E Main Street
Lexington, KY 40507



Form for credit card payment with fields for Card Number, Exp Date, Security Code, and Signature.

Make checks payable and remit to:
AllTrack Performing Rights LLC
324 S. Beverly Dr., Suite 523
Beverly Hills, CA 90212

Due Now: \$ 3,349.00

Payment Amount: \$



**Licensee Information Form**

Please provide the following information regarding the party obtaining an AllTrack performance license. If you have any questions, please direct them to [licensing@alltrack.com](mailto:licensing@alltrack.com) or (424) 255-1637.

**Licensee** *(party seeking music license)*

Lexington-Fayette Urban County Government  
(Municipality / Local Government Entity Name)

200 E. Main St. - Attn: Dept. of General Services  
(Street Address)

Lexington  
(City)

KY 40505  
(State) (Zip)

www.lexingtonky.gov  
(URL)

Sandra Lopez  
(Contact Name)

859-425-2230  
(Phone)

slopez@lexingtonky.gov  
(Email)

**Billing**  *check here if all billing information is the same as above*

\_\_\_\_\_  
(Billing Street Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State) (Zip)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Phone)

**Invoice Preference**

- Digital
- Paper
- Both

\_\_\_\_\_  
(Email)

**Comments** *(Optional: please provide any comments that may assist with processing your license)*

Agreement effective date begins on LFUCG Resolution enactment date.

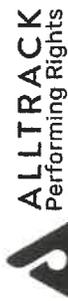
**Form Completed By**

Sandra Lopez  
(Name)

859-425-2230  
(Phone)

slopez@lexingtonky.gov  
(Email)

12-1-2024  
(Date)



# Reporting Form Municipalities / Local Government Entities

**Form Submissions / Questions**  
[licensing@alltrack.com](mailto:licensing@alltrack.com)  
(424) 255-1637

### FORM OVERVIEW

Please provide the information required below and submit your completed form by email to [licensing@alltrack.com](mailto:licensing@alltrack.com). Capitalized terms not defined herein shall have the meanings ascribed within the Fee Schedule. This form is hereby incorporated by reference to the Music License.

**Licensee Name (legal)** Lexington Fayette Urban County Government

**Licensee Population** 320,154

**License Start Date** Effect on LFUCG Resolution enactment date

**Form Completed By:**

Individual Name Sandra Lopez

Title/Role Administrative Officer Senior

Email [slopez@lexingtonky.gov](mailto:slopez@lexingtonky.gov)

Phone 859-425-2230

Date 12/01/24

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ALLTRACK PERFORMING RIGHTS, LLC FOR THE NON-EXCLUSIVE RIGHT TO PLAY, IN WHOLE OR IN PART, MUSICAL COMPOSITIONS GRANTED BY THE LICENSE, AS PART OF PUBLIC PERFORMANCE EVENTS SPONSORED, PROMOTED OR CONDUCTED BY LFUCG PROGRAMS AND/OR AGENCIES, AT A COST NOT TO EXCEED \$3,179.00

---

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 AllTrack Performing Rights, LLC, for the non-exclusive right to play, in whole or in part, musical compositions granted by the license, as part of public performance events sponsored, promoted or conducted by LFUCG programs and/or agencies.

Section 2 – That an amount, not to exceed the sum of \$3,179.00, be and hereby is approved for payment to AllTrack Performing Rights, LLC, from account #1101 – 707101 – 71216, 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

0035-25:GET: 4922-5665-9471, v. 1

RESOLUTION NO. 035 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ALLTRACK PERFORMING RIGHTS, LLC FOR THE NON-EXCLUSIVE RIGHT TO PLAY, IN WHOLE OR IN PART, MUSICAL COMPOSITIONS GRANTED BY THE LICENSE, AS PART OF PUBLIC PERFORMANCE EVENTS SPONSORED, PROMOTED OR CONDUCTED BY LFUCG PROGRAMS AND/OR AGENCIES, AT A COST NOT TO EXCEED \$3,179.00

---

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 AllTrack Performing Rights, LLC, for the non-exclusive right to play, in whole or in part, musical compositions granted by the license, as part of public performance events sponsored, promoted or conducted by LFUCG programs and/or agencies.

Section 2 – That an amount, not to exceed the sum of \$3,179.00, be and hereby is approved for payment to AllTrack Performing Rights, LLC, from account #1101 – 707101 – 71216, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 6, 2025



\_\_\_\_\_  
MAYOR

ATTEST:

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

0035-25:GET: 4922-5665-9471, v. 1

## AllTrack Terms of Use

Welcome to the AllTrack "Terms of Use".

These Terms of Use by and between AllTrack Performing Rights LLC ("AllTrack"), a Delaware limited liability company, and the party referenced in the Agreement ("Licensee"), together with any of the following applicable documents – Music Licenses, Fee Schedules, Licensee Information Forms, Reporting Forms, Invoices – and any other applicable Schedules, Attachments, Addenda or Exhibits (collectively comprising the "Agreement" or "Music License"), constitute a binding agreement between AllTrack and Licensee, and set forth the terms and conditions pursuant to which Licensee may publicly perform ("use" or "play") Music. Capitalized terms not defined herein shall have the meanings ascribed within the aforementioned documents collectively comprising the Agreement.

### 1. GRANT, DESCRIPTION AND LIMITATION OF RIGHTS

As of the Start Date and throughout the Agreement Term, AllTrack grants to Licensee a non-exclusive right to play, in whole or in part, any and all musical compositions (works) in the Territory for which AllTrack is authorized to license the music publishing right of public performance ("Music"), solely as specified within the Music License.

The grant herein is limited exclusively to the aforementioned rights, solely for public performances in the United States of America and its commonwealths, territories and possessions, including the Commonwealth of Puerto Rico (collectively the "Territory"). Licensee shall not authorize, grant or license to another party, or otherwise commercially exploit the right to publicly perform any Music by any means or method. The grant herein excludes performances of Music which are authorized by AllTrack pursuant to any other AllTrack license agreement, music associated with "Grand Rights" (musicals, plays, revues, operas or ballets) and the sound recording rights embodying the works in the AllTrack repertory. This grant of rights does not convey any rights, express or implied, other than those expressly granted by the Agreement. All rights not expressly granted to Licensee are reserved by AllTrack.

### 2. AUTHORITY AND E-SIGN CONSENT

You hereby acknowledge and agree that you, as the individual entering into this Agreement on behalf of Licensee, represent that the information that you are providing in connection with this Agreement is true and complete, that you have the full right, power, authority and approvals to enter into this Agreement on behalf of Licensee, and that your agreement to this Music License constitutes Licensee's intent to be bound by its terms and to promptly pay all fees and other applicable amounts payable (if any). If you are submitting your agreement hereto electronically, you acknowledge and agree that it shall satisfy any legal requirement that signatures of Licensee and AllTrack be in writing. You are advised to maintain copies of electronic documents, confirmations and communications by printing a paper copy or saving an electronic copy.

### 3. CONDITIONS

Licensee shall not grant to or authorize any subsidiary, parent, affiliate or third party the right to publicly perform the Music, regardless of means of transmission, without a valid AllTrack license or AllTrack's written consent.

### 4. LICENSE FEE

With respect to the rights granted herein, you agree to pay an amount to AllTrack for the right to publicly perform (play) the Music (the "License Fee"), calculated and payable in accordance with the applicable Fee Schedule(s). You agree that your use of Music is accurately represented in this Agreement, that upon entering into this Agreement you will have secured the appropriate type of AllTrack license(s) for your business or entity and use of Music, and that you will notify AllTrack immediately in writing if your use of Music changes in a manner that would require incremental License Fees under this Agreement, or additional AllTrack Music Licenses or alternative types of AllTrack Music Licenses. All payments of License Fees hereunder are non-refundable and subject to late fees of 1.75% per month (or, if less, the maximum rate allowable by law), including reasonable collection agency and attorneys' fees.

You agree that AllTrack may inquire directly of you from time to time about your use of music or verify your use of music through independent sources. You further agree to provide sufficient evidence, upon written request of AllTrack, to verify the accuracy of inputs used to determine your AllTrack license types and fees, and to permit

AllTrack to inspect your books and records as related to any musical aspects of your business or entity. If such inquiry or verification results in a requirement for incremental License Fees, you hereby authorize AllTrack to immediately adjust the License Fees in accordance with the appropriate Fee Schedule(s) then in effect, to retroactively account for any non-permitted usage from the date the License Fees would have originally been due. If such inquiry or verification results in a requirement for incremental License Fees in excess of 10% of what the Licensee Fees were for the period under review, you hereby authorize AllTrack to immediately adjust the License Fees to include a finance charge of 1.75% per month (or, if less, the maximum rate allowable by law) on the underpaid balance from the date it would have originally been due plus reasonable investigation, collection agency and attorneys' fees.

Notwithstanding anything to the contrary, AllTrack may make changes to the Fee Schedule(s); provided, that in the event of a change to a Fee Schedule that goes into effect other than on January 1 of any year, AllTrack must provide written notice of such change to Licensee, after which Licensee shall have thirty (30) days to terminate this Agreement effective as of the date such change is to take effect by providing written notice as specified herein, with reference to this provision as the basis for such termination.

## **5. BILLING**

Licensee acknowledges and agrees that AllTrack may automatically bill and charge Licensee as the Licensee Fee becomes due for the ongoing right to play Music as specified herein. If Licensee wishes to disable the automatic payment feature, Licensee may provide AllTrack notice accordingly as specified within the notification provisions herein. AllTrack's inability to successfully complete a transaction using the payment information in its possession does not relieve Licensee of its obligation to timely satisfy the License Fee due and payable. Notwithstanding anything to the contrary, AllTrack reserves the right to terminate this Agreement immediately without notice if the License Fee is not received by AllTrack by the required payment date.

## **6. CONFIDENTIALITY**

During the Term of this Agreement, "Confidential Information" shall mean this Agreement and any proprietary and confidential information disclosed, in the course of and during the Agreement Term, by one Party (the "Disclosing Party") to another Party (the "Receiving Party"). Confidential Information will be kept confidential by the Receiving Party and will not be disclosed to any other person; provided, however, that each party may disclose Confidential Information of the other to its affiliates, employees, officers, directors, agents, prospective or existing financing sources and subcontractors ("Representatives") who have a need to access and/or use the Confidential Information in order to perform or exercise such party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than as provided under this Agreement. The Receiving Party shall use the same care and discretion to avoid disclosure, but in no event less than a reasonable degree of care and discretion, as it uses with its own similar information that it does not wish to disclose.

The term Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as defined below) in violation of the terms hereof; (ii) To the extent permissible by law, is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source that is not known to the Receiving Party to be prohibited by a contractual, legal, or fiduciary obligation to the Disclosing Party from disclosing such information to the Receiving Party; (iii) is independently developed, conceived, or discovered by the Receiving Party or its Representatives; or (iv) is already known to the Receiving Party or any of its Representatives prior to disclosure of the same to the Receiving Party or its Representatives by the Disclosing Party or the Disclosing Party's Representatives.

## **7. INTENTIONALLY OMITTED**

## **8. TERMINATION AND BREACH**

Either party may terminate this Agreement by providing written notice to the other party no later than 30 days prior to expiration of the Agreement Term. Termination of the Agreement shall not relieve Licensee of its obligation to pay any remaining License Fees due, including License Fees for the period in effect at the time a notice of termination is provided.

In the event of a breach of this Agreement by either party, either party may terminate this Agreement by providing 30 days written notice to the other, during which period the breach may be cured. If the breach has not been cured

during such 30-day period, this Agreement shall expire; provided, however, that AllTrack shall have the right to terminate this Agreement immediately without notice upon (i) any change in law, decree or other regulation that would have a materially adverse impact to AllTrack's operations or costs, (ii) filing of a petition for bankruptcy with respect to Licensee, or (iii) Licensee declaring or becoming insolvent. AllTrack shall retain any remedies available to it under this Agreement beyond termination.

## **9. NOTICES AND COMMUNICATIONS**

Notices to AllTrack must be sent in writing (in English) to 324 S. Beverly Dr., Suite #523, Beverly Hills, CA 90212, or if sent via email, to legal@alltrack.com. Physical notices will be deemed to have been fully given when delivered in person or five days after deposit with a reputable overnight courier service.

AllTrack and its affiliates may provide you with certain communications, notices, agreements, statements, or disclosures in writing ("Communications") in connection with this Agreement. This Agreement hereby confirms your ability and consent to receive Communications electronically from AllTrack and its affiliates, rather than in paper form, in our relationship with you. Under this consent, AllTrack may provide Communications directed to the latest contact information in this Agreement or maintained by Licensee in its AllTrack account, or for all matters other than a notification of a breach of the Agreement, by making the Communications available via AllTrack websites or applications accessible by Licensee. Communications are deemed delivered on the date sent or made available on AllTrack websites or applications accessible by Licensee and include, but are not limited to (1) agreements, terms and policies related to use of the Music, (2) financial transaction authorizations, invoices, receipts and/or confirmations, (3) account statements and history, and (4) fee drivers and requests for reporting. Licensee is responsible for maintaining a valid email address, physical address and phone number on file with AllTrack through the later date on which it uses the Music or has an outstanding balance payable to AllTrack.

## **10. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

## **11. DISPUTE RESOLUTION**

To the extent permissible by law, disputes arising in connection with this Agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its prevailing rules then in effect. The arbitrator(s) will be selected as follows: AllTrack and Licensee shall each have the right to appoint one arbitrator by written notice to the other. If within 10 days following the delivery of such notice by either party the other shall not appoint an arbitrator by written notice, the first arbitrator shall be the sole arbitrator. If two arbitrators are appointed, these arbitrators shall appoint a third arbitrator. If the two arbitrators are not able to agree upon a third arbitrator within 10 days of the appointment of the second arbitrator, then either of AllTrack or Licensee may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on both parties. Costs, expenses and reasonable attorneys' fees of arbitration shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction. Any disputes, and associated awards or resolutions, shall be considered Confidential Information.

## **12. GENERAL**

AllTrack shall have the right to immediately remove any Music from its repertory at its sole discretion to the extent there is an inquiry, dispute or investigation regarding the right of AllTrack to license such Music.

You agree to notify AllTrack within 30 days of receipt of any claim of alleged infringement made against you with respect to your performance of Music.

This Agreement and the rights and obligations herein are not transferrable or assignable by Licensee without the prior written consent of an officer of AllTrack.

License Fees are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable sales, gross receipts, value added, goods and services, and other transaction taxes, fees, charges and surcharges, and any regulatory cost recovery surcharges or similar amounts that are owed under or in connection with this Agreement and which we are permitted to collect from you under applicable law. You are responsible for all other taxes that you are legally obligated to pay including any taxes that arise on the provision of services or

distribution of products to your customers, subscribers and affiliates. AllTrack is responsible for all taxes based on our net income, gross receipts (imposed in lieu of taxes on income or profits), or taxes on our property ownership.

The terms of this Agreement shall be subject to AllTrack's standard practices and procedures in effect as of the date of this Agreement and as they may be updated, modified or supplemented from time to time. We may modify the terms herein in our sole discretion, which terms shall be made available on [alltrack.com](http://alltrack.com) or one of its subdomains. You are responsible for periodically checking for changes and are bound by them by continuing to use the Music or any electronic services made available by AllTrack.

You agree not to disparage, degrade or bring AllTrack (or any of its affiliated writers or publishers or its employees or contractors) into public disrepute, contempt, scandal or ridicule, and not to shock, or otherwise insult or offend the community in a manner that would cause harm to AllTrack.

This Agreement is subject to our state general license disclosures.

All covenants, agreements, representations and warranties made in this Agreement, shall survive any termination or expiration of this Agreement or discontinued use of the Music by you.

### **13. ENTIRE AGREEMENT; NO IMPLIED TERMS**

Each party acknowledges and agrees that this Agreement supersedes any other exchanges between the parties, whether written or oral, and no additional terms are or may be implied. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. In the event these Terms of Use conflict with any other terms that collectively comprise this Agreement, the Terms of Use shall prevail. Failure to enforce any provision of this Agreement will not constitute a waiver. If part of this Agreement is declared void by a court of competent jurisdiction, the remaining parts shall continue to be binding and shall have the same force and effect as if the void part were deleted from this Agreement.



## 2025 Fee Schedule Municipalities / Local Government Entities

This Fee Schedule sets forth the License Fees payable for the public performance ("use" or "play") of Music at Licensee's Locations and Events (each as defined in Section 4). This Fee Schedule is hereby incorporated by reference to the Terms of Use and all capitalized terms that are not defined herein shall have the meanings ascribed within the Terms of Use.

### 1. LICENSE FEE

Payment of the appropriate annual License Fee authorizes the unlimited use of Recorded Music and Live Music during the Agreement Term, solely at a Location and/or in connection with an Event (subject to Section 5).

Table 1.1 Rate Card

Population Range	Annual License Fee
Up to 25,000	\$281
25,001 - 50,000	\$395
50,001 - 75,000	\$751
75,001 - 100,000	\$946
100,001 - 125,000	\$1,204
125,001 - 150,000	\$1,523
150,001 - 175,000	\$1,731
175,001 - 200,000	\$1,957
200,001 - 225,000	\$2,181
225,001 - 250,000	\$2,434
250,001 - 300,000	\$2,895
300,001 - 350,000	\$3,349
350,001 - 400,000	\$3,766
400,001 - 450,000	\$4,213
450,001 - 500,000	\$4,611
<i>Plus \$299 for each additional Population Range of 50,000 over 500,000</i>	

The License Fee for the upcoming annual period shall be determined based on Licensee's Population (per Table 1.1 above).

Effective each January 1st, the Rate Card (per Table 1.1 above) for purposes of determining the annual License Fee for the upcoming Renewal Term shall be adjusted by the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), or by 5%, whichever is greater.

### 2. LICENSE FEE TERM & PAYMENT

This Agreement shall commence on the Music use start date set forth in the Music License (the "Start Date") and continue for a period of one year (the "Initial Term"). Thereafter, the term of the Agreement shall automatically renew annually (each renewal period a "Renewal Term" and the Initial Term plus all Renewal Terms collectively, the "Agreement Term").

License Fees for the Initial Term are due upon execution of the Agreement. License Fees for Renewal Terms will be due as of the first day of each Renewal Term.

### 3. REPORTING REQUIREMENTS



For each Renewal Term during which United States census data has been updated (i.e. every 10 years), you agree to report to AllTrack the revised Population of Licensee using the Reporting Form or online application made available to you by AllTrack, provided, however that if Licensee's Population tier within the Rate Card has not changed, no reporting will be required. Reporting in connection with a change in Population is due to AllTrack no later than 30 days prior to the first date of each applicable upcoming Renewal Term.

#### 4. DEFINITIONS

**Event.** A gathering of Attendees for a limited duration of time that is solely conducted, controlled, promoted, presented or sponsored by Licensee whereby no third party directly shares or participates in any gross revenue or proceeds of the gathering, during which Live Music or Recorded Music is publicly performed. Events shall include (subject to Section 5) competitions and games (non-professional), concerts, dances, exercise classes, fairs, festivals, pageants, parades, social events and shows.

**License Fee.** The amount payable by Licensee to obtain the right of public performance for Music played at the Locations and Events.

**Live Music.** Music that is performed in person by bands, solo musicians, singers/vocalists, instrumentalists, DJs, karaoke or other similar persons (including live performances via holographic transmission).

**Location.** A location or premises solely owned, leased, or operated by Licensee whereby no third party directly shares or participates in any gross revenue or proceeds of the operations conducted at the location or premises. Locations shall include (subject to Section 5) amphitheaters, auditoriums, community and civic centers, government offices, hospitals, libraries, parks, parking lots, police and fire stations, swimming pools, recreational facilities, streets and zoos.

**Population.** The number of people that reside in Licensee's municipality or local geographic area of governance, as per the most recent United States census.

**Recorded Music.** Music that has been previously captured and recorded that is played (streamed, broadcast, transmitted, retransmitted, etc.) via any device including, but not limited to, a digital streaming device (phone, tablet, desktop, laptop, smart TV, virtual reality hardware, augmented reality hardware, infotainment device, or other internet-connected device), background music device, TV or other audiovisual device, gaming machine or console, radio, jukebox or other device that enables the playback of digital media, CDs, tapes, records, DVDs, videotapes or other similar media.

#### 5. EXCLUSIONS

Notwithstanding anything to the contrary herein, an AllTrack license obtained in connection with this Fee Schedule excludes the right to play Music in connection with any of AllTrack's other Fee Schedules, as determined in AllTrack's sole discretion, including but not limited to AllTrack's Fee Schedules for "Airports", "Amusement, Theme & Water Parks", "Colleges & Universities", "Sports Teams (Professional)" and "Stadiums, Arenas & Concert Venues – Greater Than 2,000 Seats".



Music License

AllTrack Performing Rights LLC
324 S. Beverly Dr., Suite 523
Beverly Hills, CA 90212
www.alltrack.com

Your Contact
Hamish Brown
licensing@alltrack.com
(424) 378-5684

Account # 110643
Licensee Lexington Fayette Urban County Government
Contact Sandra Lopez
Contact Email slopez@lexingtonky.gov
Address 200 E Main Street
City, State, Zip Lexington, KY 40507
Billing Email slopez@lexingtonky.gov
Start Date Date of LFUCG Resolution Enactment
Due Date Upon execution

Table with 2 columns: Description, Amount. Row 1: Annual License Fee - Lexington Fayette Urban County Government, \$ 3,349.00. Row 2: Effective date upon passage of LFUCG Resolution enactment. Row 3: BALANCE DUE \$ 3,349.00

Terms

This License is governed by the AllTrack Terms of Use available at licensing.alltrack.com/tou/municipalities. By signing below, you acknowledge and agree that you are authorized to enter into this License on behalf of Licensee and that you have read, understand, agree and will comply with the Terms of Use. This License is hereby incorporated by reference to the Terms of Use and all capitalized terms that are not defined herein shall have the meanings ascribed in the Terms of Use.

Licensee Signature [Signature: Linda Gorton] AllTrack Signature [Signature: David Derryberry]
Printed Name Linda Gorton Printed Name David Derryberry
Title Mayor Title Head of Licensing Operations
Date 2/6/2025 Date 12/10/24

To pay by phone: (424) 255-1637

Please make checks payable to AllTrack Performing Rights LLC with reference to your account number.

To pay by ACH, please contact your AllTrack representative for account information and payment instructions.

Detach and return this portion with your payment if paying by check or credit card.

Account # 110643
Lexington Fayette Urban County Government
200 E Main Street
Lexington, KY 40507



To pay by credit card, fill out below or call (424) 255-1637
[Form with fields for Card Number, Exp Date, Security Code, Signature]

Make checks payable and remit to:
AllTrack Performing Rights LLC
324 S. Beverly Dr., Suite 523
Beverly Hills, CA 90212

Due Now: \$ 3,349.00

Payment Amount: \$ [ ]



**Licensee Information Form**

Please provide the following information regarding the party obtaining an AllTrack performance license. If you have any questions, please direct them to [licensing@alltrack.com](mailto:licensing@alltrack.com) or (424) 255-1637.

**Licensee** *(party seeking music license)*

Lexington-Fayette Urban County Government  
(Municipality / Local Government Entity Name)

200 E. Main St. - Attn: Dept. of General Services  
(Street Address)

Lexington  
(City)

KY 40505  
(State) (Zip)

www.lexingtonky.gov  
(URL)

Sandra Lopez  
(Contact Name)

859-425-2230  
(Phone)

slopez@lexingtonky.gov  
(Email)

**Billing**  *check here if all billing information is the same as above*

\_\_\_\_\_  
(Billing Street Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State) (Zip)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Phone)

**Invoice Preference**

- Digital
- Paper
- Both

\_\_\_\_\_  
(Email)

**Comments** *(Optional: please provide any comments that may assist with processing your license)*

Agreement effective date begins on LFUCG Resolution enactment date.

**Form Completed By**

Sandra Lopez  
(Name)

859-425-2230  
(Phone)

slopez@lexingtonky.gov  
(Email)

12-1-2024  
(Date)



## Reporting Form Municipalities / Local Government Entities

**Form Submissions / Questions**  
[licensing@alltrack.com](mailto:licensing@alltrack.com)  
(424) 255-1637

### FORM OVERVIEW

Please provide the information required below and submit your completed form by email to [licensing@alltrack.com](mailto:licensing@alltrack.com). Capitalized terms not defined herein shall have the meanings ascribed within the Fee Schedule. This form is hereby incorporated by reference to the Music License.

**Licensee Name (legal)**    Lexington Fayette Urban County Government

**Licensee Population**    320,154

**License Start Date**    Effect on LFJCG Resolution enactment date

**Form Completed By:**

Individual Name    Sandra Lopez

Title/Role    Administrative Officer Senior

Email    [slopez@lexingtonky.gov](mailto:slopez@lexingtonky.gov)

Phone    959-425-2230

Date    12/01/24



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0057-25**

**File ID:** 0057-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 086-2025

**In Control:** Urban County Council

**File Created:** 01/10/2025

**File Name:** Collective Bargaining Agreement – Corrections Lieutenants and Captains

**Final Action:** 02/06/2025

**Title:** A Resolution accepting the Collective Bargaining Agreement by and between the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees, Local 2785, on behalf of Lieutenants and Captains in the Div. of Community Corrections, expiring June 30, 2028. [Dept. of Law, Barberie]

**Notes:** SAF in CCO. 4/8/2025 MS

**Sponsors:**

**Enactment Date:** 02/06/2025

**Attachments:** Bluesheet Memo - CBA Corrections Lts.pdf, Resolution 329-2011 .1 . 4917-4778-0110.pdf, 1-8-25 Corrections Lt and Cpt Scales .1 . 4924-7293-5950.pdf, Summary Memo for Council (Corrections Lts CBA) 4903-6746-1134 v.1 .1 . 4911-3810-5617.pdf, Redline - LFUCG Corrections Lieutenants and Captains Initial Proposals-4893-7116-5287-v1 and LFUCG Corrections Lieutenants and Captains Final Contra~.pdf, 0057-25 Resolution - Accepting Corrections CBA Lieutenants 4861-4738-9689 v.1.doc, R-036-2025, Contract #086-2025

**Enactment Number:** R-036-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Jaala Stone

**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	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
1	Urban County Council	01/23/2025	Received First Reading	Urban County Council	02/06/2025		
1	Urban County Council	02/06/2025	Approved				Pass

### Text of Legislative File 0057-25

**Title**

A Resolution accepting the Collective Bargaining Agreement by and between the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees, Local 2785, on behalf of Lieutenants and Captains in the Div. of Community Corrections, expiring June 30, 2028. [Dept. of Law, Barberie]

**Summary**

Authorization to accept the Collective Bargaining Agreement between LFUCG and the American Federation of State, County, and Municipal Employees, Local 2785, on behalf of Lieutenants and Captains in the Division of Community Corrections, for a term of four (4) years retroactive to July 1, 2024. Estimated additional cost of \$177,596 for FY 2025 with additional costs each year of the Agreement. (L0057-25)(Barberie)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes/No, Completed by [David Barberie]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact:       \$177596

Annual Impact:       \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor  
Members, Urban County Council

FROM: David Barberie  
Department of Law

DATE: January 10, 2025

RE: Collective Bargaining Agreement – Corrections Lieutenants and Captains

**Request:**

The Department of Law, on behalf of the Division of Community Corrections and the Division of Human Resources, requests a Resolution accepting the Collective Bargaining Agreement between LFUCG and the American Federation of State, County, and Municipal Employees, Local 2785, on behalf of Lieutenants and Captains in the Division of Community Corrections. A draft red-lined copy of the agreement which was ratified by the Union is attached. A final version of this document will be provided for the formal signing.

**Why are you requesting?**

This action is requested because the Council previously adopted Resolution No. 329-2011 (attached), which requires negotiated collective bargaining agreements to be placed before the Council for acceptance. Pursuant to the resolution, the summary statement regarding the impact of the agreement is also attached.

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

This agreement, which is 4 years in length (retroactive to July 1, 2024), is anticipated to cost an estimated additional amount of \$177,596 for FY25 with additional costs each year of the agreement.

**Are the funds budgeted?**

Yes.

File Number: 0057-25

Director/Commissioner: Dave Barberie, Commissioner of Law (acting)  
4931-0638-4142, v. 1



07/12/2011

Resolution

329-2011

RESOLUTION NO. 329 -2011

A RESOLUTION ESTABLISHING THE PROCEDURE FOR APPROVAL OF COLLECTIVE BARGAINING AGREEMENTS BY THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL.

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

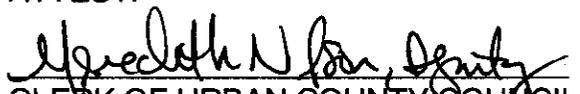
Section 1 – That the procedure for approval of collective bargaining agreements by the Lexington-Fayette Urban County Council, be and hereby is established as follows:

- a. The Mayor, or his designees, shall negotiate collective bargaining agreements pursuant to KRS 67A.6901 *et seq.*
- b. Upon approval of a negotiated collective bargaining agreement by the membership of the collective bargaining unit, the Mayor shall submit a copy of same to the Urban County Council. The Mayor shall also submit a statement reflecting differences between the proposed agreement and the current agreement and a statement reflecting the budgetary impact of the proposed agreement during its term.
- c. The Urban County Council shall consider the proposed collective bargaining agreement, which consideration may include the questioning of the negotiators for the Government and the collective bargaining unit.
- d. On or before the third regularly scheduled Council meeting subsequent to receipt of the proposed agreement, the Urban County Council shall, by resolution, either accept or reject the same.
- e. In the event the Urban County Council fails to act within the above deadline, the Mayor be, and hereby is, authorized to execute the agreement on behalf of the Government.

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

PASSED URBAN COUNTY COUNCIL: July 12, 2011

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

MAYOR



**FY25***\*Effective the first full pay period following ratification*

Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$84,250	\$85,724	\$87,225	\$88,751	\$90,304	\$91,884
Biweekly	\$3,240	\$3,297	\$3,355	\$3,413	\$3,473	\$3,534

Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$95,384	\$97,054	\$98,752	\$100,480	\$102,239	\$104,028	\$105,848	\$107,701
Biweekly	\$3,669	\$3,733	\$3,798	\$3,865	\$3,932	\$4,001	\$4,071	\$4,142

**FY26***\*Effective the first full pay period following July 1, 2025*

Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$85,935	\$87,439	\$88,969	\$90,526	\$92,110	\$93,722
Biweekly	\$3,305	\$3,363	\$3,422	\$3,482	\$3,543	\$3,605

Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$97,292	\$98,995	\$100,727	\$102,490	\$104,283	\$106,108	\$107,965	\$109,855
Biweekly	\$3,742	\$3,807	\$3,874	\$3,942	\$4,011	\$4,081	\$4,153	\$4,225

**FY27***\*Effective the first full pay period following July 1, 2026*

Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$87,654	\$89,188	\$90,748	\$92,337	\$93,952	\$95,597
Biweekly	\$3,371	\$3,430	\$3,490	\$3,551	\$3,614	\$3,677

Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$99,238	\$100,975	\$102,742	\$104,540	\$106,369	\$108,231	\$110,125	\$112,052
Biweekly	\$3,817	\$3,884	\$3,952	\$4,021	\$4,091	\$4,163	\$4,236	\$4,310

**FY28***\*Effective the first full pay period following July 1, 2027*

Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$89,407	\$90,971	\$92,563	\$94,183	\$95,831	\$97,509
Biweekly	\$3,439	\$3,499	\$3,560	\$3,622	\$3,686	\$3,750

Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$101,223	\$102,994	\$104,797	\$106,630	\$108,497	\$110,395	\$112,327	\$114,293
Biweekly	\$3,893	\$3,961	\$4,031	\$4,101	\$4,173	\$4,246	\$4,320	\$4,396

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**Changes to AFSCME Local 2785 - Corrections Lieutenants and Captains**

The following memorandum addresses the revisions made to the collective bargaining agreement between the LFUCG and the AFSCME Local 2785, representing the Corrections Lieutenants and Captains. This agreement will expire on June 30, 2028. The revisions to the agreement will be listed in order in which they appear with the exception of wages, which is listed first.

**Appendix B: Wages**

- a. Wage increases will be as follows:
  - i. July 1, 2025 – wage adjustment
  - ii. July 1, 2026 – 2%
  - iii. July 1, 2027 – 2%
  - iv. July 1, 2028 – 2%
- b. All members employed at the time of ratification by LFUCG will receive a one-time, lump-sum payment of \$5,000 in lieu of retroactivity.

**Additional Contract Changes**

- II. Article 13 – Health and Safety/Uniforms**
  - a. The annual uniform allowance increased from \$600 to \$1200.
  - b. A typo was corrected.
- III. Article 14 - Disciplinary Procedures**
  - a. Section 7. Language was added to clarify that any member charged with or indicted for a crime who has not been disciplined may be placed on leave without pay until the resolution of court proceedings.
- IV. Article 21 - Paid and Unpaid Leaves**
  - a. I. Vacation and Holiday Leave, Section 1.D. Language was added to allow Lieutenants to carry over 400 hours of vacation/holiday leave (an increase from 325).
- V. Article 26 – Tuition Benefit**
  - a. The tuition reimbursement amount increased from \$1,500 to \$2,000 per fiscal year.
- VI. Article 31 – Alcohol and Drug-Free Workplace**
  - a. Language was revised to reflect possible future revisions to LFUCG’s policy.
  - b. Language from LFUCG’s policy reserving LFUCG’s right to pursue all remedies was added.
- VII. Article 36 – Term**
  - a. Section 1. The effective date was updated to reflect a new term of July 1, 2024 to June 30, 2028.
  - b. Section 4. Language was added to provide an automatic 2% wage increase if a new agreement is not reached by the expiration of the current contract.

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**AND**

**AFSCME LOCAL 2785**

**CORRECTIONS LIEUTENANTS AND CAPTAINS**

July 1, ~~2019~~2024 to June 30, ~~2023~~2028

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## PREAMBLE

**THIS COLLECTIVE BARGAINING AGREEMENT**, entered into this \_\_\_\_\_ of \_\_\_\_\_, ~~2019~~2024, and between Lexington-Fayette Urban County Government (hereinafter “LFUCG”), and the American Federation of State, County, and Municipal Employees, Local 2785 (hereinafter the “Union”), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain employees of the Division of Community Corrections.

## ARTICLE 1

### RECOGNITION

**Section 1.** Pursuant to KRS 67A.6901, LFUCG recognizes the Union as the exclusive collective bargaining representative of its full-time sworn officers holding the positions of Lieutenant and Captain in the Division of Community Corrections.

**Section 2.** The Union recognizes the Mayor’s representative and designee as the sole representative of representative of LFUCG for the purposes of collective bargaining negotiations.

**Section 3.** As used in this Agreement, unless specified otherwise, the term “member(s)” or “employee(s)” refers to full-time sworn employees of the Lexington Division of Community Corrections holding the grades of Lieutenant, Captain, and Bureau Manager (Major).

**Section 4.** The Director of Community Corrections has sole discretion regarding the appointment, retention and demotion concerning the Bureau Manager (Major) position or any related assignments. A member who is appointed as Major shall have no right to grieve or arbitrate any benefit.

**Section 5.** LFUCG and the Union shall bargain promptly upon request by the other side and continue for a reasonable period of time in order to exchange freely information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation.

## ARTICLE 2

### SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any statute or constitutional provisions in effect upon the effective date of this Agreement or which may be hereafter enacted.

## ARTICLE 3

### LFUCG RIGHTS

**Section 1.** The inherent right to manage, direct and control working forces in all respects is expressly reserved to LFUCG; subject, however, to such limitations as are contained in this agreement. Exclusive rights of the LFUCG shall include, but not be limited to, any subject not preempted by Federal and State law.

- A. Determination of the organizational structure of the Division of Community Corrections, including the existence, continuance, abolishment, restructuring, or combining, of all bureaus, departments, units, branches, and subparts thereof.
- B. The right to promulgate, at its discretion, policies, rules, regulations, and Orders which are not inconsistent with this agreement.
- C. The right to determine the methods, means, and personnel by which operations are to be implemented and established.
- D. The right to take action as necessary to carry out the mission of the Division of Community Corrections in an emergency.
- E. Assignment of personnel consistent with the provisions of this agreement.
- F. Determination of necessary qualifications, standards, and procedures, for hire and promotion, consistent with this Agreement.
- G. Establishment of standards of performance and service, and taking disciplinary action subject to this Agreement.
- H. Conferring and relieving of law enforcement powers. It is agreed and understood that the relieving or suspending of law enforcement powers is distinct from a suspension from pay; although LFUCG reserves the power to relieve or suspend law enforcement powers, it is agreed that any suspension of a covered member from pay shall be deemed a disciplinary action.
- I. Elimination of positions, and any consequent reductions in force or layoffs. LFUCG will notify the Local Union President of known reductions in force as soon as practical after the decision to reduce the force has been made. Reductions in force, by rank, will be made in seniority order with the lowest senior officer being force reduced first then moving up the seniority list until the desired reduction is completed.

- a. At the rank of captain in lieu of a layoff in force reduction the captain shall have the right to voluntarily demote to the rank of lieutenant and be placed into the seniority scale to include all time. LFUCG shall correct the voluntary demotion back to captain prior to the returning of any staff.
- b. At the rank of lieutenant, in lieu of a layoff in force reduction, the lieutenant shall have the right to voluntarily demote to the rank of sergeant and be placed into the seniority scale to include all time. LFUCG shall correct the voluntary demotion back to lieutenant prior to the returning of any staff.

**Section 2.** This agreement is not intended to restrict consultation with the Union regarding matters within the right of LFUCG to determine.

#### **ARTICLE 4**

#### **NON-DISCRIMINATION**

Neither LFUCG nor the Union shall discriminate against any member because he or she is or is not a member of the Union, nor because of lawful Local activity or refraining there from, nor shall either party discriminate against any member on the basis of race, color, sex, creed, religion, marital status, ages, national origin, disability, political affiliation, or sexual orientation.

#### **ARTICLE 5**

#### **STRIKES, WORK STOPPAGES, AND SLOWDOWNS**

**Section 1.** The Union recognizes that it is unlawful to engage in strikes and work stoppages. The Union further agrees that it shall not engage in, condone, or encourage work slowdowns, unauthorized accelerated enforcement, and other concerted efforts to alter work production. In addition, the Union agrees that any of the foregoing actions by members may constitute cause for their termination, and that the Union shall not encourage such activity and shall take prompt and reasonable steps to discourage same.

**Section 2.** Mass or concerted resignations, and mass or concerted call-ins of sick or other leave, shall be deemed strikes or work stoppages hereunder.

#### **ARTICLE 6**

#### **UNION SECURITY**

**Section 1.** Membership in the Union is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a member regarding such matters.

**Section 2.** Union membership dues, as authorized by members on the approved form described in Section 3 below, shall be deducted monthly in an amount certified by the Union. Members wishing to revoke their Union membership, or to join the Union membership, must notify LFUCG and the Union expressly and individually, in writing by certified mail. Upon such notification, LFUCG shall begin deducting membership dues hereinafter described from the wages of such member as soon as practical but in no event later than the 2nd pay period following receipt of such notice.

**Section 3.** LFUCG agrees to deduct from the wages of any member the dues as authorized by said member as long as it is a continual or regular deduction, on a form authorized by LFUCG and the Union.

**Section 4.** Union membership dues shall be transmitted to the Treasurer of the Union by the fifteenth (15th) day of the succeeding month after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) calendar days prior to the initial deduction, for the next twelve-month operating cycle.

**Section 5.** The check-off of regular union dues shall be made only on the basis of written authorization signed by the individual employee from whose pay the dues will be deducted, on a form authorized by LFUCG and the Union.

- A. The Union shall indemnify and save harmless LFUCG against any expense or liability, including attorney fees that may arise out of or by reason of the deduction of Union dues. In the event LFUCG should be held liable or responsible for repayment of moneys paid to the Union pursuant hereto, the Union shall reimburse said moneys to LFUCG. These provisions shall be interpreted insofar as possible in a manner consistent with applicable federal statutes or case law.
- B. Notwithstanding the above, the parties agree to comply with state law regarding union membership and the withholding of union dues, fees, assessments, or other similar charges. In the event it becomes legal to do so, LFUCG acknowledges AFSCME's right to collect fair share fees.

## **ARTICLE 7**

### **UNION BUSINESS**

**Section 1.** The Union may select not more than two (2) members and the Union President to represent the Union in the negotiation of collective bargaining agreements for Community Corrections with LFUCG during working hours without loss in compensation. One alternate may be identified at the beginning of negotiations who may substitute for one of the Union members as necessary. The persons so designated shall be allowed a reasonable time off, not to exceed eighty (80) hours each without loss of compensation to prepare proposals, collect data, and meet with counsel and or committee members or consultants for the purposes of expediting good faith negotiations. The Union shall provide fourteen (14) calendar days prior notice to the Director of Community Corrections of the dates and times needed to conduct such

business. LFUCG and the Union may mutually agree to waive such notice. The parties shall act in good faith to request and allow scheduled time off under this section as most convenient to the parties.

**Section 2.** One (1) paid Union representative may attend grievance meetings with management. In addition to the Union representative, one (1) additional party (excluding family members) as an unpaid observer and the named grievant may attend. The attorney for the grievant may attend in place of the unpaid observer, but at no time shall the number of Union representatives, including the named grievant, exceed three (3) persons. The amount of time spent on such activities shall be reported within ten (10) calendar days to the Director of Community Corrections.

**Section 3.** The Union may select no more than one (1) representative from the Lieutenants and Captains bargaining unit recognized herein who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly without loss in compensation. The Union will submit in writing the name of its representative to the Director of Community Corrections not later than fourteen (14) calendar days before the time when the expected leave will be taken. The Union shall provide written notification to the Director of Community Corrections of any Union representative substitution/replacement. The amount of time spent on such activities shall be reported in writing within ten (10) calendar days to the Director of Community Corrections.

**Section 4.** The President of the Union, when an active bargaining unit member of LFUCG Division of Corrections, or his designee shall be authorized leave to attend conventions, seminars, meetings, and other business of the Union for a period of fifteen (15) calendar days in one (1) fiscal year (taken in hourly increments). Above referenced leaves must be pre-approved by the member's bureau manager with forty-eight (48) hours being the standard for notification; however, it is understood that some time parameters might be shorter on a case by case basis. Approval shall not be unreasonably withheld. In addition, after the expiration of the authorized fifteen (15) calendar days of paid leave time, the President of the Union or his designee shall be allowed to use his accumulated vacation, holiday or compensatory leave time to attend the aforementioned Union gatherings. The President of the Union may meet with the Director regarding Union business without having to use the paid leave time described in this section.

**Section 5.** The Director shall authorize leave with pay for one (1) duly elected delegate, who is an active sworn employee of LFUCG Division of Community Corrections to attend the Union's national elections, Kentucky elections, Kentucky general membership meetings, and Kentucky board meetings

**Section 6.** LFUCG agrees to provide the Union designated space on available bulletin boards upon which the Union may post notice of meetings, announcements, or Union information. The Union further agrees that it shall not post any material which would be derogatory to any individual, LFUCG, Lexington Division of Community Corrections, Commonwealth of Kentucky, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign election meetings of the Union. All notices of the

Union shall consist of items in good grammar and taste and shall be signed by the President and/or Secretary of the Union. Copies of any material so posted shall be furnished to the Director of Community Corrections or his designee at least twenty-four (24) hours prior to posting. LFUCG may remove any material which is not authorized by the Union. LFUCG shall determine the quantity and size of all bulletin boards. The locations of the bulletin boards shall be mutually agreed upon. In addition the Union shall be permitted to send LFUCG email for the exact same purposes and under the exact same restrictions it uses bulletin boards.

**Section 7.** The parties agree that they will each pay one-half (1/2) of the cost of the printing of this Agreement.

## **ARTICLE 8**

### **SENIORITY**

**Section 1.** Seniority of a member shall commence on the date of promotion to the position of the higher rank. Should a member demote, seniority in the lower rank shall include all time served in the higher rank and be considered continuous as seniority in the lower rank. At no time will seniority from a lower rank count as seniority in a higher rank. All time served in the appointed position of Bureau Manager shall count as seniority in the permanent rank of the appointed member.

- A. In the case of ties, should all service time in grade at supervisory levels be equal, the tie will then be broken by years in service. Years in service shall be defined as the total amount of time an employee has been employed by the Division of Community Corrections. If a member has a break in service, but returns to work within one (1) year as provided in Section 2 D. below, years in service will include all time of employment by the Division of Community Corrections.
- B. Should the tie remain unbroken, the tie shall be broken by the birth date (i.e. day, month, year).

**Section 2.** Seniority shall be considered continuous unless the member:

- A. Is discharged for cause.
- B. Is laid off for more than two (2) years.
- C. Fails to return to work within thirty (30) calendar days without just cause after recall subsequent to a lay-off.
- D. Voluntarily resigns, unless at the sole discretion of LFUCG, a member returns to work within one (1) year after voluntary resignation, his or her seniority shall be deemed continuous, less such time as he or she was not a member of the Division of Community Corrections.

**Section 3.** Upon request, LFUCG shall annually furnish the Union a seniority list upon request based on this Article.

## **ARTICLE 9**

### **ASSIGNMENTS**

**Section 1.** Bureau and/or Unit assignments affecting Lieutenants and Captains will be made by the Director of Community Corrections based on the needs of the facility. Letters of interest may be accepted by the Director from members; however, they shall not determine which candidate is selected.

**Section 2.** The following positions other than those in the assignments as prescribed above shall be filled as provided in this section.

- A. A member applying for a vacancy in a part-time specialized team (i.e., Honor Guard and CERT) will be selected by means of the most senior qualified individual.
- B. All positions in A. above shall be posted Division-wide for a period of no less than fifteen (15) calendar days.

**Section 3.** Transfers

- A. The transfer of a member is the movement from one position or task assignment to another position or task assignment within the Division. Transfers at the rank of Lieutenant and Captain will be made by the Director of Community Corrections based on the needs of the facility.
- B. A member shall be notified by the Director of Community Corrections or designee of the intended involuntary transfer by five (5) calendar days written notice setting forth with specificity the reason for said transfer, unless the Director, in his sole discretion, declares an emergency or a member agrees to waive the five (5) calendar days notice. The written notification of transfer shall set forth the specific factual basis which constitutes the reason for the transfer, A member who suffers a severe hardship as a result of a shift change may, however, request an extension of up to fourteen (14) calendar days from the scheduled date of transfer.

## **ARTICLE 10**

### **PROMOTIONAL VACANCIES**

**Section 1.** A vacancy shall be deemed to exist when a position in the Division is vacant due to demotion, termination, death, resignation, retirement, promotion or creation of a

new position. If it is determined that a position is not to be filled, LFUCG shall provide written notice to the Union within thirty (30) calendar days after a vacancy occurs.

**Section 2.** The Director will notify the Union of intent to promote within thirty (30) calendar days after the vacancy occurs. The vacancy will be filled within ninety (90) calendar days of the Director's notice of intent to promote. Should a Captain position become vacant, the director shall appoint a Lieutenant to the acting position no later than forty-five (45) calendar days after the vacancy. Should a Major position become vacant, the Director shall appoint a Captain to the acting position no later than forty-five (45) calendar days.

**Section 3.** An applicant for the position of Captain must have completed one (1) year of satisfactory active service (no disciplinary action of a written reprimand or higher in the last 12 months) in the grade of Lieutenant on the filing deadline date.

**Section 4.** Promotions to the position of captain shall consist of two (2) phases: a written examination and an oral interview. Points given for the written exam will be based upon the raw score. Points given for the oral interview will be based upon standardization. Each will be weighted equally. The aggregate score for promotional purposes will be the total of the two (2) scores.

The written examination shall be administered by the Division of Human Resources or their designee as agreed to by the Directors of Human Resources and Community Corrections. Upon request, the LFUCG will meet with the Union regarding the administration of the test.

A complete listing of the scores from the written examination shall be posted within five (5) calendar days following the return of the results of the written examination. Challenges to test questions shall be made on the day of testing. The Division of Human Resources will respond to any challenges within five (5) calendar days of receipt. Final scores will be posted within seven (7) calendar days after the return of the examination results.

**Section 5.** Members of the Oral Interview Board shall be the same for all applicants for any one rank. There shall be no discussion of each candidate and each candidate shall be independently ranked by each rater.

The Oral Board shall consist of the following members:

- A. The Director of Community Corrections or his designee.
- B. An officer from the Division of Community Corrections of a rank of Captain.
- C. The Director of Human Resources or his designee.
- D. Two Criminal Justice professionals not associated with LFUCG.

The Director of Human Resources or his designee shall post the oral interview scores no later than ten (10) calendar days following the completion of interviews.

**Section 6.** The Director of Human Resources or his designee shall compile a composite score of the written examination and the oral interview. This composite score shall be the only score used to rank candidates for promotion from the official eligibility promotion list. Upon posting of this final list, the candidates shall be listed by name. Should the composite score of any candidates be equal, seniority shall prevail.

**Section 7.** A promotional vacancy in the rank of captain shall be filled by one of the five (5) top ranking candidates by the Director. The Director, at his discretion, may interview the candidates. The Director's recommendation for promotion shall be forwarded through the appropriate channels.

**Section 8.** Suspension without pay of an applicant/candidate for promotion within one (1) year of the application deadline shall be cause for removal from the promotional process.

**Section 9.** The final eligibility list of applicants for promotion to captain shall remain in effect for one (1) year unless abolished by the Director. In the event an eligibility list is exhausted, nothing shall preclude LFUCG from initiating a process to establish a new list. The new list would remain in effect one (1) year from the date of certification unless abolished sooner.

**Section 10.** Any and all documents utilized during the promotional process, which are not protected from disclosure by law, shall be open to inspection by the designated Union Counsel upon reasonable advance notice.

**Section 11.** Every Lieutenant and Captain shall serve an initial probationary period of twelve (12) months from the date of promotion.

## ARTICLE 11

### GRIEVANCE PROCEDURE

**Section 1.** A grievance is a difference or dispute between a member and LFUCG regarding the meaning, interpretation or application of the express terms of this Agreement or a disciplinary action. The purpose of this grievance procedure is to settle all grievances as quickly as possible to ensure efficiency and promote employee morale. All grievances must be signed by the union president or a bargaining member who believes that he or she has suffered as a result of the violation of the terms of this Agreement.

**Section 2.** Discipline greater than or equal to a written reprimand shall be grievable. Grievances of written reprimands shall begin at Step 2 of this procedure. Grievances of a suspension or dismissal shall begin at Step 3 (Human Resources) of this procedure as provided in Article 14. For non-grievable disciplines a letter of disagreement may be filed by the Union with LFUCG and placed in the employee's file within thirty (30) calendar days from the date of the disciplinary action.

**Section 3.** A grievance is presented when it is written on the form attached as Appendix D and delivered to the designated Bureau Manager (Major) or designee by an official representative of the Union. Submission of an incomplete, untimely or improperly completed form does not constitute adequate notification that a grievance is being filed. A grievance is considered to be adequate upon presentation unless notice is given at time of presentation. Any dispute concerning the interpretation or application of an express provision of this agreement shall be subject exclusively to this grievance procedure. Only the Union may file a grievance as the representative of any member(s) of the bargaining unit.

**Section 4.** One (1) paid Union representative and the named grievant may attend the grievance meetings. The attorney for the grievant may attend, but at no time shall the number of Union representatives, including the grievant exceed three (3). Unless otherwise specified, all time limits specified herein shall be calendar days. The following rules for the presentation and solution of grievances are prescribed:

- Step 1 Bureau Manager (Major): The grievance shall, within ten (10) calendar days of the grieved event, be presented to the Bureau Manager (Major) or the designated commander by personal delivery with a signature acknowledging receipt, who shall meet and discuss the grievance with the Union Representative within fourteen (14) calendar days after the date presented. The Bureau Manager (Major) or the designated commander shall give a written answer documenting the result of the meeting to the Union Representative within ten (10) calendar days following the meeting. If the Union fails to file a grievance within ten (10) calendar days the event may not be grieved. If the Bureau Manager fails to schedule a meeting within fourteen (14) calendar days or fails to issue a written response within ten (10) calendar days of the meeting, the grievance shall be automatically advanced by LFUCG to the next step of this grievance procedure.
- Step 2 Director of Community Corrections: If the Union is not satisfied with the answer obtained in Step 1, the Union Representative may appeal in writing within ten (10) calendar days to the Director of Community Corrections or his designee. The appeal must be presented by personal delivery to the Director of Community Corrections or his designees with a signature acknowledging receipt. The Director of Community Corrections or his designee shall arrange for a meeting within fourteen (14) calendar days and shall respond in writing to the Union representative within ten (10) calendar days of the meeting. If the Union fails to file an appeal within ten (10) calendar days the event may not be grieved. If the Director fails to schedule a meeting within fourteen (14) calendar days or fails to issue a written response within ten (10) calendar days of the meeting the grievance shall be automatically advanced by LFUCG to the next step of this grievance procedure.
- Step 3 Director of Human Resources: If a mutually satisfactory settlement cannot be reached at Step 2 within ten (10) calendar days from the receipt of the written response from the Director or his designee, the Union representative and or legal

representative shall present the grievance in writing to the Director of Human Resources. The grievance must be presented by personal delivery to the Director of Human Resources with a signature acknowledging receipt. The Director of Human Resources or his designee shall make a determination in writing within thirty (30) calendar days from the date of receipt of the grievance. If the Union fails to present the grievance within ten (10) calendar days the appeal to the Director of Human Resources shall be deemed waived. If the Director of Human Resources fails to issue a determination in writing within thirty (30) calendar days of the presentation of the grievance the grievance shall be automatically advanced to the next step of this grievance procedure, unless the parties agree otherwise.

#### Step 4 Advisory Arbitration:

- (a) If the Union is not satisfied with the answer obtained in Step 3, it may, within seven (7) calendar days after receipt of the Step 3 answer, seek arbitration by notifying LFUCG in writing of its intent to proceed to advisory arbitration. A panel of seven (7) arbitrators from the Kentucky Department of Labor or the American Arbitration Association (AAA) who have offices in Kentucky or in states contiguous to Kentucky shall be requested by the Union, with notice to LFUCG, within twenty-one (21) calendar days of the notification date. Failure to do so shall result in the grievance being denied.
- (b) An arbitrator shall be selected by the Union and LFUCG by alternately striking a name from the panel submitted by the Kentucky Department of Labor or the American Arbitration Association (AAA) with the side striking first determined alternately. The parties shall meet for the purpose of striking names from the panel within fourteen (14) calendar days of receipt by both parties of the panel from which an arbitrator is to be selected. After an arbitrator is selected, both parties shall use their best efforts to schedule a hearing within a reasonable time.
- (c) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witnesses, and expenses such as wages of participants, preparation of briefs and data to be presented to the arbitrator, shall be borne by the party incurring the expenses.
- (d) The arbitrator's fee and expenses and cost of any hearing room shall be shared equally by each party.
- (e) The powers of the arbitrator are limited as follows: The arbitrator shall have no jurisdictional right to alter, amend, modify, disregard, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or

issues submitted to him and shall confine his decision to a determination of the facts and an interpretation and application of this Agreement. The arbitrator may consider and decide any pre-hearing dispositive motion without conducting a hearing on the matter, provided the arbitrator receives the motion at least twenty-one (21) days before the hearing date. If either party decides not to represent itself during the arbitration, that party shall bear all cancellation costs.

- (f) The decision and/or the award of the arbitrator shall be Advisory.

**Section 5.** If a grievance is not presented within the time limits set forth in this article, the grievance shall be considered resolved according to the most recent grievance response and dismissed. If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be settled on the basis of LFUCG's last answer. LFUCG shall file a written answer to the grievance or appeal thereof within the time limits set forth herein or the grievance will be automatically advanced to the next step. The time limits in each Step may be extended by mutual written agreement of LFUCG and the Union representative involved in each Step. It is agreed that grievance settlements reached at the first or second step of the procedure are not precedent setting to either party.

**Section 6.** The procedure contained in this article is the sole and exclusive means of resolving all disciplinary actions and/or grievances arising under this Collective Bargaining Agreement.

**Section 7.** LFUCG and its representatives agree that it shall not attempt to bring about a settlement directly with a bargaining unit member on any grievance referred to the Union after it has received notice from the Union that it shall be representing the bargaining unit member.

## **ARTICLE 12**

### **DIVISION ORDERS AND STANDARD OPERATING PROCEDURES**

**Section 1.** LFUCG has the right to promulgate rules and regulations, including disciplining members, not inconsistent with the express provisions of this Agreement.

**Section 2.** No changes in Operation Orders, policies, rules, regulations, Standard Operating Procedures, and the like of the Division of Community Corrections shall be effective until they have been posted on bulletin boards and forwarded to the Union for a period of ten (10) calendar days prior to the effective date subject to the terms of Article 3.

**Section 3.** A member shall be bound by any change in Operation Orders, policies, rules, regulations, Standard Operating Procedures, and the like, upon receipt thereof; receipt shall be verified by signature, or via email, which the member shall be required to give upon receiving the change.

**Section 4.** A grievance concerning the interpretation or application of an express provision of this Article shall be presented by a bargaining unit member to his or her Bureau Manager (Major) or the designated commander by personal delivery, with a signature acknowledging receipt within fourteen (14) calendar days of the implementation date of any change in Operational Orders, policies, rules, regulations, or Standard Operating Procedures.

## ARTICLE 13

### HEALTH AND SAFETY/UNIFORMS

**Section 1.** The Division will take precautions to safeguard the health and safety of members during their hours of work and maintain standards of safety and sanitation, and the Union and all members shall cooperate in all matters concerning health and safety.

**Section 2.** No member shall be required to work in excess of sixteen (16) hours consecutively (excluding drive time), provided, however, a member may waive this section. This section shall not apply in exigent circumstances as determined by the Director.

**Section 3.** The Division will make available on a twenty-four (24) hour basis the following equipment: Bio Hazard kit items; OC canisters; and all necessary equipment and supplies for sanitizing Division equipment. A member shall be permitted to obtain said equipment with the permission of the member's commanding officer.

#### **Section 4.** Uniforms / Equipment

- A. All uniforms and any other equipment provided by the Employer shall remain the property of the employer.
- B. Bargaining Unit members shall receive a uniform allowance of ~~Six~~Twelve Hundred Dollars (~~\$600.00~~\$1200.00) per year with one-half (~~\$300.00~~\$600.00) being paid in January and one-half (~~\$300.00~~\$600.00) being paid in July for replacement of uniforms and other miscellaneous items as per the Quartermaster Program as necessary due to normal wear and tear. In addition, bargaining unit members shall be eligible to receive replacement uniforms where the item in question has been damaged or destroyed in the performance of the bargaining unit member's ~~dudes~~duties and not as the result of normal wear and tear ~~duties~~. The Director of the Community Corrections or his designee shall have complete discretion to determine whether items were damaged or destroyed as a result of normal wear and tear or in the performance of the bargaining member's duties.
- C. LFUCG shall provide uniforms through a Quartermaster program.
- D. It is the employee's responsibility to acquire the necessary uniform items from the quartermaster program or otherwise and present themselves property attired for work under division policies. The LFUCG shall have no obligation to provide "in

store" access to members during scheduled work hours or to have any obligation to pick up or deliver uniform items.

- E. Uniform items available to employees under the quartermaster program shall be in according to Division of Correction regulations.
- F. In the event an employee's uniform allowance is exhausted during the fiscal year and said employee needs or is required to purchase a uniform item(s) the employee shall be responsible for acquiring the uniform item(s) at their own expense
- G. All Members shall receive a monthly uniform maintenance and care allowance of seventy-five dollars (\$75.00), which shall be paid to the Member on the first pay period of each month.
- H. Upon separation of employment with the Division of Community Corrections for any reason all official equipment provided by the Division and uniforms that contain or has contained the Division of Community Corrections insignia or badges shall be returned to the division. The value of any items provided by the Division not returned shall be deducted from the employee's final paycheck.

**Section 5.** Members may be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical fitness for duty. The standard for physical fitness will be the LFUCG approved position description for each position. Results concerning any fitness for duty issues will be submitted and disclosed pursuant to Article 15 of this Agreement.

**Section 6.** All members subject to section 7 of this article shall receive fifty dollars (\$50.00) per month reimbursement.

**Section 7.** All members as designated by the Director who have an expectation of being contacted off duty shall be required to have their personal cellular telephone available and operational while off duty. Such members shall be required to contract for their personal cellular telephone with the government's provider and shall be eligible for the government's basic plan and any vendor provided free telephone, provided however, a member who has a personal cellular telephone plan with a service provider different from the government's provider as of the date of this Agreement may elect to continue with said plan. Members may choose any additional options or plans for their own personal use but any additional costs over the monthly subsidy allowance shall be at the member's personal expense. Members shall be required to provide the Division of Community Corrections with their personal cellular telephone number. The Division shall treat these numbers as personal confidential information, use the numbers only for operational purposes, and not release the numbers to the general public.

## ARTICLE 14

### DISCIPLINARY PROCEDURES

**Section 1.** It is agreed that LFUCG has a right to discipline members only for just cause. Except as otherwise indicated in this Article, the disciplinary code that shall be used as a guideline for this Article shall be the current published disciplinary code for all LFUCG employees as found in the Employee Handbook. This code is subject to amendment and/or change. A copy of the current code is appended to this contract as Appendix A.

**Section 2.** Discipline is defined as: oral warning, written reprimand, suspension, demotion (which can occur for an employee with a history of two or more instances that are related to a deficiency in supervising subordinates) or dismissal. Coaching and counseling sessions are not disciplinary actions.

**Section 3.** LFUCG shall not take any disciplinary action against any member for any non-criminal act or violation after the expiration of a forty-five (45) calendar day period from the date on which such violation or act occurred, unless it can be shown that LFUCG was not aware that a violation or act occurred or the matter is the subject of an open investigation. Once an investigation is completed, LFUCG shall make effort to issue discipline within forty-five (45) calendar days of the completion of the investigation.

**Section 4.** After delivery of the proposed discipline, the Director or his designee shall meet with the member and, if requested, a Union representative. The member has five (5) calendar days to schedule a meeting with the Director or designee, and the Director or designee will set a meeting with the member within ten (10) calendar days. At the meeting the member shall be advised of the level of discipline proposed to be issued. The member and/or the Union representative shall be given the opportunity to present the member's side of the matter and any materials relating to the violation he wants the Director to consider prior to issuing discipline. If the member does not attend the meeting with the Director, discipline shall be issued and shall be final.

**Section 5. Disciplinary Action**

- A. Discipline will be physically presented when practical. The date physically presented shall be considered the date that the discipline was received. LFUCG may issue the discipline by sending a written copy of the discipline via certified mail to member's last provided mailing address of record. Five calendar days after the date postmarked shall be considered the date that the discipline was received (for purposes of employee receipt only).
- B. Upon receipt of the discipline by the member, the grievance and arbitration procedure set forth in Article 11 (Grievance Procedure) may be invoked by the Union. For suspensions and dismissals, the grievance shall begin at the level of the Human Resources Director (Step 3 of the Grievance Procedure) and shall proceed as provided in Article 11. For written reprimands the Grievance Procedure shall begin at the level of Director (Step 2).

**Section 6.** Upon written request of the member, coaching and counseling sessions shall be removed from the member's record twelve (12) months from the date of the entry, unless there is intervening discipline. Upon written request of the member, oral warnings shall be removed from the member's record twelve (12) months from the date of the entry, unless there is intervening discipline. Upon written request of the member, written reprimands shall be removed from the member's record twenty-four (24) months from the date of entry, unless there is intervening discipline. Suspensions shall be removed from the member's record thirty-six (36) months from the date of the entry, unless there is intervening discipline.

**Section 7.** Any member charged with or under indictment for a crime who is not yet disciplined or discharged by the LFUCG may be placed on leave of absence without pay until resolution of the court proceedings. A member may use accrued but unused vacation or holiday time during the leave. In the event that a member is placed on unpaid leave while his or her criminal case is pending, upon conviction of any crime, the member shall remain on unpaid leave pending the resolution of a related disciplinary action. This provision shall not prevent an award of backpay and benefits from the initial date of unpaid leave in the resolution of the disciplinary action. A member found guilty by the trial court of a felony, violent misdemeanor, or crime involving sexual deviance may be summarily discharged at the Director's discretion, and shall have no recourse through the grievance or arbitration procedures. A member found not guilty of the charges may be subject to discipline pursuant to the terms of this Article.

## ARTICLE 15

### PERSONNEL FILES

**Section 1.** Personnel files and any other employee files and records are the sole responsibility of the LFUCG.

**Section 2.** LFUCG's responsibilities for employee files include upkeep, retention, and production. Purging of files will be completed upon written request made by the member.

**Section 3.** LFUCG shall maintain employee confidentiality to the full extent permitted by law and access to a members personnel records shall be restricted to the following:

- A. Member who is the subject of the file or authorized (in writing) representative may review their own records upon request.
- B. Member's supervisor.
- C. Director and/or designee.
- D. Director of Division of Human Resources and/or designee.
- E. Member of the Department of Law

**Section 4.** No file, record or content therein of which a member has not been previously advised will be utilized against the member for matters of discipline.

**Section 5.** LFUCG shall follow retention schedules for employee files that comply with applicable laws and regulations. In the event a subpoena or Open Records Request is served on LFUCG, it shall immediately notify the member and/or the Union.

## **ARTICLE 16**

### **RESIDENCY**

No member shall be required to live in Lexington/Fayette County.

## ARTICLE 17

### MILITARY LEAVES

LFUCG shall provide military leave according to State and Federal law.

## ARTICLE 18

### LEGAL PROTECTION

**Section 1.** LFUCG shall provide for the defense of a Member in any civil action arising out of an act or omission occurring within the scope of his employment. A Member shall be represented by the Department of Law, private counsel employed through the Department of Law, or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, when a claim is made against him as an individual for money damages, for personal injury, or property damages resulting from the good faith performance of his official duties, whether suit may or may not be pending on the claim at that time, even if the claim arises from acts performed by the Member prior to the effective date of this Agreement, and even if the claim is not presented until the Member has left the position currently held.

**Section 2.** If a settlement of a claim is made or a judgment is rendered against a Member and that Member was either represented by the Department of Law, private counsel employed through the Department of Law or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, that settlement or judgment shall be paid by LFUCG in accordance with the procedures, discretion, and determination vested in the Department of Law. Provided, however, LFUCG's responsibility under this Agreement to indemnify a Member shall not include any duty to pay punitive damages.

**Section 3.** Upon receiving service of a summons and complaint in any civil action brought against him or a notice of a claim to be made, a Member shall, within five (5) calendar days of receipt, give written notice of such action, including a copy of the summons and complaint, to the Department of Law.

**Section 4.** LFUCG may refuse to pay a judgment or settlement in any action against a Member, or if LFUCG pays any claim or judgment against any Member pursuant to Section 2 of this Article, it may recover from such Member the amount of such payment and the costs to defend if it determines that:

- A. The Member acted or failed to act because of fraud, malice, or corruption; or
- B. The action was outside the actual or apparent scope of his employment; or
- C. The Member was willfully negligent or malicious; or

- D. The Member willfully failed or refused to assist the defense a the cause of action, including the failure to give notice to LFUCG pursuant to Section 4 of this Article; or
- E. The Member compromised or settled the claim without the approval of LFUCG; or
- F. The Member obtained private counsel without the consent of the Department of Law, in which case, LFUCG may also refuse to pay any legal fees incurred by the Member.

**Section 5.** No provision of this Article shall in any way be construed to abrogate the defense of sovereign immunity, official immunity, or governmental immunity.

## **ARTICLE 19**

### **COURT PAY**

**Section 1.** In the event that an active member is required to personally meet with attorneys, perform other related preparation as directed by the attorney in a duty-related matter, appear to testify in Court or in a legislative or administrative proceeding outside of his regularly scheduled work hours, he shall accrue a minimum of two (2) hours compensatory time or for the actual time spent for such appearance if more than (2) hours.

**Section 2.** In order to claim pay under Section 1, of this Article, the Member must document that he was testifying as to matters involving his employment with LFUCG. Such pay is not available when testifying about matters related to off-duty employment or other non-work related matters or for any time related to preparation, testimony, or appearances in any legal proceeding initiated by a member against LFUCG. Pay under this article may be authorized for a member's participation in a non-work related criminal matter arising from exercise of his arrest authority at the discretion of the Director.

**Section 3.** A Member shall be granted leave with pay in order to serve on a duly impaneled jury of any court. When on jury duty, the Member must report for work if he is excused by the court for part of the day or for one (1) or more full days. When the jury duty is over, the Member must submit a copy of his jury duty check stubs to his supervisor who shall forward the information to the payroll coordinator for verification that the Member served on jury duty for the number of days of leave that the Member was granted.

## **ARTICLE 20**

### **ACTING PAY**

Upon being placed into an Official acting assignment, a Lieutenant assigned to work in an acting capacity as a Captain shall immediately be paid at the minimum rate established for the Captain. A member shall have the option to refuse working in an acting capacity.

Upon being placed into an Official acting assignment, a Captain accepting an acting assignment as Major shall begin such assignment on a Monday, the beginning of a workweek, and shall receive the pro-rated weekly stipend amount for each full-week serving in that capacity. A Captain will not receive any stipend for any partial week serving as acting Major. A member shall have the option to refuse working in an acting capacity.

A member can only be placed into an Official acting capacity after receiving the Official appointment from the Director in writing.

A member in an acting assignment will receive credit for time in service in his own permanent position and not in the acting assignment.

## ARTICLE 21

### PAID AND UNPAID LEAVES

#### I. VACATION AND HOLIDAY LEAVE

##### Section 1. Annual Vacation/Holidays

Effective upon ratification of this Agreement by the LFUCG, full-time Members are eligible to receive annual vacation/holiday time with pay as provided in the schedule set forth below with years of service defined as in Article 8, section 1A.

##### Vacation

Years of Service	Monthly Leave Earned
1 through 10 years	10 hours / month
10 years or higher	14 hours / month

##### Holidays (8 hours/day unless otherwise specified)

Independence Day	New Years Day
Martin Luther King Jr.'s Birthday	President's Day
Memorial Day	Christmas Day
Christmas Eve Day	Labor Day
<u>Juneteenth</u>	<u>Veterans Day</u>

Thanksgiving (Thursday and Friday)

In addition, at the beginning of each fiscal year, each employee shall be granted sixteen (16) hours of swing holiday leave, which may be taken at any time during the fiscal year in accordance with the requirements of this agreement.

- A. The following is the agreed process for requesting vacation time:
  - 1. Members may submit requests for vacation/holiday no sooner than twelve (12) months nor later than twenty-four (24) hours prior to the requested date. The employees request shall be granted/denied based on availability. A supervisor shall not deny a request of four (4) hours or more if adequate personnel are scheduled to work their requested time frame at the time the leave request is made. Any request of less than four (4) hours must be approved at the discretion of the employee's supervisor. Members may only apply for leave they have already accrued in their leave bank.
  - 2. Management reserves the right under Article 3 to adjust or change vacation /holiday schedules due to extreme and exigent circumstances.
- B. A Member may request up to four (4) hours of leave with pay to donate blood during regular work hours at any licensed blood center certified by the Food and Drug Administration. A Member requesting leave shall obtain approval from his Bureau Manager or his designee prior to approval prior to the donation and must submit verification of blood donation or deferral upon return to work. There is no limitation on the number of times a Member may donate other than that imposed by the blood donation centers usually no more than six (6) times per year.
- C. The Bureau Manager, or his designee, may authorize up to four (4) hours of personal leave with pay annually to participate in community projects that are not directly work related. Community projects leave time cannot be accumulated or paid out at retirement or termination.
- D. Annual vacation/holiday accrual is cumulative to the extent set forth herein. Accrued annual vacation/holiday cannot exceed three hundred and twenty-five (325) hours and any vacation/holiday in excess of this amount must be taken by December 31 of any calendar year. Once the rank of Lieutenant is reached, the annual rate of vacation/holiday that can be carried over will be 400 hours. Upon separation of service (i.e. retirement, termination, resignation), a Member shall be entitled to receive reimbursement for accrued annual vacation/holiday. Payment for vacation/holiday shall be based on the Member's regular rate of pay.

**Section 2.** Vacation and holiday leave may be taken in six (6) minute increments, (consistent with the KRONOS system) except that all vacation and holiday leave must exceed a minimum of four (4) hours in each instance unless otherwise approved by the employee's commanding officer. Leave in excess of four (4) consecutive weeks may be granted at the sole discretion of the Division Director or his designee.

**Section 3.** If the LFUCG deducts leave usage from a member's leave bank, and the member is entitled to have that leave restored, the LFUCG shall restore the leave within two pay periods of the decision to restore.

## **II. LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence may be granted to maintain continuity of service in instances where unusual and unavoidable circumstances require a member's absence. Leaves are granted on the assumption that the member will be available to return to regular employment when the conditions necessitating the leave permit.

The duration of each leave of absence will depend upon each circumstance and the recommendation and approval of the Director of Community Corrections, but shall not exceed one hundred eighty (180) calendar days. The leave of absence is considered a privilege. Granting of leaves of absence will be administered with utmost discretion, taking into account the member's service record and the circumstances necessitating the request. Intended period of absence from work must be indicated.

Never will a leave of absence be authorized to permit a member to engage in gainful employment other than mandatory military service. When the need to be absent is known, the member will be expected to advise the Director of Community Corrections in writing at the earliest possible time. Absence without reason may result in disciplinary action. The giving of false reasons for an absence shall result in disciplinary action. Leaves of absence will not interrupt service time. The member shall be returned to the same, or equal employment, unless circumstances of the agency have so changed as to make it impossible or unreasonable to do so. Leave of absence shall be without pay and benefit accrual. A condition precedent to a request for a leave of absence requires a member to have exhausted all vacation, holiday, compensatory and approved sick leave benefits.

## **III. SICK LEAVE**

**Section 1.** Sick leave with pay shall be granted to a member when he is unable to perform his duties because of his sickness or injury or that of an immediate family member. The immediate family of the member for purpose of this section shall include parents, spouse, children, and domestic partners (as defined by LFUCG policy). Sick leave may be taken in six minute increments, (consistent with the KRONOS system), except that all sick leave must exceed a minimum of four (4) hours in each instance unless otherwise approved by the member's commanding officer.

**Section 2.** A member who is unable to report for duty because of illness, injury, prescribed medication or treatment shall immediately notify his commanding officer or other competent authority as designated by the Bureau/Unit Commander upon determining the need to be absent from duty. This notification should be made at least one (1) hour prior to the scheduled reporting time.

**Section 3. Medical Statement**

Sick leave is granted by LFUCG in order to prevent undue hardship to the member. It is not to be considered as or used as personal time or vacation time. Sick leave may be used only for the purposes stated in this policy. Any abuse of sick leave, including falsification of sick leave records in violation of policies established by LFUCG or any patterned use of sick leave shall be sufficient cause for discipline. A regularly scheduled course of medical treatment for the member pre-approved by the LFUCG which is verifiable by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a “patterned use.” Application by a member for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action.

LFUCG reserves the right to require a doctor’s note for the use of any sick leave by a member if abuse or a pattern of abuse is suspected.

Proof of abuse of paid sick leave privileges may constitute grounds for disciplinary action including dismissal. The Director may consider doctors’ notes when assessing a Member for discipline regarding any abuse of sick leave.

**Section 4.** Sick leave shall be accrued at a rate of ten (10) hours per month. Sick time may be accumulated up to six hundred (600) hours. Once a member has accrued six hundred (600) hours of sick time, any amount of time exceeding the six hundred (600) hour cap shall be paid to the member at his regular rate of pay, by separate check, on the second pay period in January of each calendar year.

**Section 5.** Members who have accumulated more than 480 sick hours are permitted to participate in the LFUCG sick bank program, contributing up to 40 hours to a fellow LFUCG employee in need.

**IV. FAMILY AND MEDICAL LEAVE (FMLA)**

Family and Medical Leave can be used in a manner that is consistent with the Family and Medical Leave Act, as amended, according to the LFUCG Family and Medical Leave Act Policy. The member must use all accrued sick, vacation, holiday, and/or compensatory leave, after which the remaining leave will be without pay.

**V. BEREAVEMENT LEAVE**

**Section 1.** A Member will be able to use up to three (3) days of Bereavement Leave time for a death for the following listed immediate family members. Bereavement Leave will be treated as a permitted absence without loss in pay for purposes of arranging or attending funeral services or settling an estate. Additional time for bereavement leave may be granted using sick, holiday, vacation or compensatory time when bereavement leave has been exhausted. Bereavement Leave may be used in hourly increments and is not required to be taken consecutively. Bereavement leave will be granted for the following family members: Parents, Step-parents, Spouse, Spouse's Parents, Children, Step-children, Foster Children, Siblings,

Step-siblings, Half-siblings, Brother-in-law, Sister-in-law, Grandparents, Spouse's Grandparents, Grandchildren, Great-Grandparents, and domestic partners (as defined by LFUCG policy).

**Section 2.** A member will be able to use up to one (1) day of Bereavement Leave time for a death of the following: Aunt, Uncle, First Cousin, Niece, or Nephew (this does not include "in-law" or "step-relationships").

## VI. COMPENSATORY TIME

**Section 1.** Compensatory time will be accrued on an hour for hour basis for all hours worked in excess of forty (40) hours per week with a maximum annual accrual of one hundred twenty (120) hours. Members who have accumulated more than eight (8) Compensatory hours are permitted to donate any amount accrued in 8 hour increments to the LFUCG sick bank program, contributing to a fellow LFUCG employee in need.

**Section 2.** On Call Requirement. Every Captain will be required to be on call and available by telephone one weekend (commencing on Friday at 4 p.m. and ending Monday at 7 a.m.) every 10 weeks, unless sufficient staffing exists to extend the period, which determination shall be made solely by LFUCG. Each Captain shall be required to be on call at the facility in uniform on either Saturday or Sunday for a minimum of 4 hours. While on call, Captains shall tour the facility and be in contact with on duty officers and civilian staff. Captains shall receive 8 hours of compensatory time for each on call rotation served at the facility, plus compensation time for hours actually worked. Scheduling for on call duty will be based upon seniority. Trading of shifts and substitutions will be allowed.

## VII. VOTING LEAVE

Members who are eligible to vote in any election in the Commonwealth of Kentucky and are scheduled to work any time during the time voting locations are open, shall be allowed up to one (1) hour of paid time off in order to vote. If members require additional time in order to vote, LFUCG may grant reasonable vacation, holiday, compensatory time off, or unpaid leave not to exceed three (3) hours, in order to vote. Members must request voting leave, paid or unpaid, at least twenty-four (24) hours prior to the requested date. Any Member who exercises this right to voting leave but fails to cast a vote under circumstances which did not prohibit the Member from voting may be subject to disciplinary action.

## ARTICLE 22

### DISABILITY LEAVE AND MODIFIED DUTY

**Section 1.** Any member who sustains an injury or an illness as a result of a service connected incident must notify their immediate supervisor as soon as practicable after the incident occurs. The supervisor shall complete the appropriate form. It is the responsibility of a member to advise the Director through the appropriate chain of command of an inability to perform all job functions required of active duty status. If a medical authority determines that a

member can perform substitute work (modified duty), the member must work in a modified duty capacity, if so assigned, unless he is in an FMLA status.

**Section 2.** The LFUCG reserves the right to send the member to its chosen medical authority if it believes the conclusion of the member's medical authority is inaccurate. If the medical authorities disagree, the medical authorities must select a third medical authority to examine the member. The conclusion of the third medical authority will govern the employment status of the member. For purposes of this article "medical authority" means a licensed physician or licensed physician's assistant who regularly treats the medical condition at issue. LFUCG shall bear all costs in reference to this section and the member shall be paid for time used to complete medical assessments.

**Section 3.** If the member is medically required to be absent from their job duties and cannot perform substitute work (modified duty) as a result of a service-connected injury or illness, the member must complete a Disability Leave Request Form and submit it to the Director through the chain of command for submission to the Director of Human Resources within ten (10) calendar days of the incident.

**Section 4.** The completed Disability Leave Request form must have the following documentation attached:

- A. A copy of the corresponding First Report of Injury or Illness (IA-1); and
- B. A written statement from a competent medical authority as to the member's specific diagnosis, treatment plan, and your current work activity status.

**Section 5.** Any member who suffers an injury or illness as a result of a service connected injury or illness shall be granted, upon proper investigation and authentication, leave equal to full pay for a period up to twelve (12) months from the date of injury or illness.

The disability leave payable shall be supplementary to any worker's compensation income benefits to which the Member is eligible, but in no case should payments exceed the difference between the Member's worker's compensation benefits and his average weekly earnings as defined in KRS 342.140.

**Section 6.** An injured or ill member shall initially be placed on their own accumulated sick leave, or if sick leave is not available, on vacation or holiday leave for all absences from scheduled work time. Upon an investigation and authentication that the member's injury or illness is the result of a service-connected incident, all sick, vacation, or holiday leave hours that have been used as a result of the injury or illness shall be reinstated. It is the member's responsibility to submit a new Disability Leave Request form with the required supporting documents if the medical authority states that he is unable to perform work in any capacity, past the date for which the disability leave status has been granted. Disability leave status can only be granted for a period of up to twelve (12) months for each injury or illness except as provided in Section 11.

**Section 7.** If, during a disability leave, a competent medical authority determines that the member can perform substitute work (modified duty), he must work in a modified duty capacity, if so assigned, unless he is in a FMLA status. Any return to work is based on a medical statement as to their work limitations, and they must submit the statement to their immediate supervisor for appropriate job assignment.

**Section 8.** A member can remain in a modified duty status for a period of no more than twelve (12) months for each injury or illness, and must submit a statement from a competent medical authority regarding his work activity status during each thirty (30) calendar day period. If the member is on either modified duty status or disability leave status, they must submit a doctor's statement releasing them to full work activities before the member can return to their regular duties.

**Section 9.** When the member has been granted disability leave status, he must refund to LFUCG the amount equal to any Workers Compensation wage payments made to him as a result of the injury or illness in order to be eligible for disability leave status. Any time over ninety (90) calendar days that is spent on disability leave status shall not count toward the member's vacation accrual rate nor shall he accumulate sick leave or vacation leave during such absence from duty. When an official LFUCG holiday occurs, the member shall receive holiday pay but not disability leave pay for that day.

**Section 10.** If the competent medical authority determines that the member has a permanent disability, the member shall apply, if eligible, to the County Employees Retirement System for disability retirement benefits or apply for alternative LFUCG employment. Failure to apply for disability retirement benefits or alternative employment shall terminate the member's disability leave status short of the twelve (12) months and he may resign or his employment shall be terminated.

**Section 11.** All substitute modified duty assignments as a result of a work related injury or illness may be made within any Division of the LFUCG and must conform to the medical instructions indicated on the medical report authorizing the member's leave status.

**Section 12.** The total time in modified duty and disability combined shall not exceed twelve (12) months for the same injury or illness except that this may be extended at the discretion of the Director for up to an additional six (6) months if there is a definitive return to work date provided by the treating physician.

## **ARTICLE 23**

### **DEATH IN THE LINE OF DUTY**

In the event that a Member dies as a result of service connected cause, the LFUCG shall pay to the beneficiary designated by the Member or, in the event there is no designated beneficiary, to the Member's estate, the sum of fifty thousand dollars (\$50,000) subject to applicable withholdings, if any. The payment shall be made in a lump sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Worker's Compensation income benefits, and any Social Security benefits which may be due.

## ARTICLE 24

### HEALTH AND WELLNESS BENEFITS

**Section 1.** Effective as of the execution of this Agreement, employees may elect to be covered by the health insurance plans offered by LFUCG. The options available to employees will include those plans, benefits, and contributions offered by LFUCG.

**Section 2.** Each Member may elect to be covered by the health insurance plans, dental insurance, vision and other plans offered by LFUCG. Any premiums in excess of LFUCG monthly contributions shall be paid by the employee through equal pay period contributions. Effective upon implementation, LFUCG shall contribute \$530.74 per month on behalf of each employee enrolled in the flexible benefit program. LFUCG benefit contribution may be combined by employees to purchase benefits. Members may participate in any options offered to LFUCG employees in health insurance plans, dental insurance, vision and other plans offered by LFUCG.

**Section 3.** If an employee opts not to enroll in the Flexible Benefit Plan or LFUCG monthly contributions exceed premium cost, LFUCG shall contribute the same monthly contributions as set forth herein or the excess contributions, whichever is applicable, to the employee's deferred compensation accounts. However, members must provide proof of alternate medical insurance coverage to request this provision.

**Section 4.** Any member passing away whether on duty or not, shall have all vacation, holiday, and compensatory time paid out at their current rate of pay. These funds upon death shall be paid to the beneficiary listed by the member. If a member has at least five years of service, accumulated sick leave shall be paid out in the same manner.

**Section 5.** The Union shall provide a representative to sit on any group or committee that LFUCG may create related to health care costs and benefits.

**Section 6.** LFUCG anticipates significantly revising its health insurance plan for all employees sometime after the first year of this Agreement. This may result in a need to revise this Article. The Union agrees that, upon request of LFUCG, it will reopen the Health and Wellness Benefits (Article 24) of this Agreement and will continue to negotiate in good faith towards a satisfactory revised Article.

## ARTICLE 25

### LIFE INSURANCE

The LFUCG will provide all Members with a group life insurance plan that contains the following provisions:

- A. \$25,000.00 payment upon death of the insured; and,
- B. \$25,000.00 accidental death and dismemberment insurance.

## ARTICLE 26

### TUITION BENEFIT

Members, with at least one year of Community Corrections service, shall receive reimbursement for the cost of tuition and books for up to ~~\$1,500.00~~2000.00 per fiscal year upon verification of successful completion of coursework at a grade of "C" or better for undergraduate courses or at a grade of "B" or better for graduate course work and submission of applicable receipts at an accredited college, university or facility of higher education. Course taken must be job related or as verified as part of a degree program. Verification required for reimbursement will include transcripts and receipts delineating actual costs.

The parties agree that any member who participates by use of the tuition benefit shall be required to continue employment with LFUCG for eighteen (18) months from the last date of reimbursement unless he repays LFUCG for any funds received for the tuition benefits under this Article within that eighteen (18) month period. It is agreed that such payment shall be deducted from the final payout to the employee if not otherwise arranged.

## ARTICLE 27

### EDUCATIONAL INCENTIVE

**Section 1.** Annual education incentive pay will be paid to members as follows:

30 — 59 credit hours earned \$ 300  
60 — 89 credit hours earned \$ 750  
90 + credit hours earned \$ 950

Bachelor's Degree (from an accredited institution of higher education) \$1,500

Graduate Degree (from an accredited institution of higher education) \$1,750

All credit hours must be from an accredited institution of higher education.

**Section 2.** The above amounts will be paid in regularly scheduled payroll periods. Only one (1) incentive pay will be paid to any member.

## **ARTICLE 28**

### **PERSONAL PROPERTY REIMBURSEMENT**

A member shall be reimbursed by LFUCG for personal property damaged or destroyed while in the performance of an official action as provided in this Article. A member who receives payment under this Article must seek restitution for any property for which payment was made. Failure to pursue restitution may result in requiring the member to reimburse LFUCG for any payment and may make the member ineligible to make any further claims under this Article. If restitution or other recovery is received, the amount(s) shall be paid in full to LFUCG. LFUCG reserves the right as an alternative to payment under this Article to provide a comparable replacement for any damaged or destroyed property. LFUCG further reserves the right to deny payment if the Member's negligence resulted in the damage or destruction of his property.

Personally owned eyeglasses, contact lenses or dental equipment shall be reimbursed up to \$250 per item upon receipt by LFUCG of appropriate documentation. Other personal items (e.g. jewelry, watches, telephones, writing instruments, personal electronic equipment, organizers, bags, briefcases, etc.) shall be reimbursed up to \$100 per item upon receipt by LFUCG of appropriate documentation. Payments under this Article shall be limited to \$500.00 per occurrence with a maximum of \$1000.00 per fiscal year, except that personally owned firearms may be reimbursed for replacement value. This coverage shall only apply to items not covered by the Division of Risk Management's policy. The limits contained herein may be increased for exceptional circumstances at the discretion of the Director of Community Corrections.

## **ARTICLE 29**

### **SHIFT SUPPLEMENT**

**Section 1.** Effective the first full pay period of July, 2016, Lieutenants and Captains permanently assigned to second and third shift assignments will receive a sixty dollar (\$60.00) per week shift supplement.

**Section 2.** Entitlement to shift supplement is based solely on actual permanent assignment.

## ARTICLE 30

### SALARY SCHEDULE

The pay schedule for the bargaining unit attached as Appendix B, shall be effective the first full pay period following the effective date of this Agreement. For Lieutenants and Captains, members will be placed at their appropriate pay based upon time in grade.

Lieutenants who are at the top step of the wage scale will receive a lump sum payment of \$500 on their anniversary date in years 3 and 4 of this Agreement.

Captains who are at the top step of the wage scale will receive a lump sum payment of \$1,000 on their anniversary date in years 3 and 4 of this Agreement.

## ARTICLE 31

### ALCOHOL AND DRUG-FREE WORKPLACE

The Union and LFUCG agree to maintain an alcohol and drug-free workplace. The public has a right to expect public safety employees to be both physically and mentally prepared to assume their duties at all times, free from serious impairments which result from the use of controlled substances, alcohol and other forms of drug use.

The Director of Human Resources shall be responsible for the administration of and establishing the operational procedures necessary to implement this policy. The Union and LFUCG agree to follow the LFUCG CAO #7: Revised Alcohol and Drug Free Workplace Policy ~~effective May 16, 1996~~. Revisions to this policy may be necessary from time to time. LFUCG reserves the right, where administrative procedures fail, to pursue all remedies deemed appropriate.

## ARTICLE 32

### RESPONSIBLE RELATIONSHIP

The LFUCG and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the LFUCG and the Union and their respective representatives at all levels will apply the terms of this contract in accordance with the language contained therein and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. The grievance and arbitration provision shall be the sole remedy for all grievances which are qualified subject matter for arbitration.

## **ARTICLE 33**

### **FEDERAL OR STATE LAWS**

If any provision of this Agreement, or any amendments thereto, or application of the provisions of said Agreement and amendments to any employee, groups of employees, or circumstances are rendered invalid or inappropriate by any Federal or State Law, or by the final determination of any Court, Board, or Authority of competent jurisdiction, or should the National Labor Relations Board, as a result of any proceedings, hold any employee included within the bargaining unit not properly included within such unit, the remainder of said Agreement or amendments or the application of such provisions to an employee, groups of employees and circumstances other than those as to which it is held invalid or inappropriate, shall not be affected thereby.

## ARTICLE 34

### GENDER

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

## ARTICLE 35

### ENTIRE AGREEMENT

**Section 1.** Neither the LFUCG nor the Union shall be bound by any requirement not expressly set out in this Agreement.

**Section 2.** This Agreement shall cover all agreements between LFUCG and the Union, and neither party shall be required to negotiate on any matters or subjects not specifically set forth herein. It is expressly agreed that this Agreement constitutes the entire agreement between the parties.

## ARTICLE 36

### TERM

**Section 1.** This Agreement shall become effective as of July 1, ~~2019~~2024, and shall remain in effect up to and including June 30, ~~2023~~2028.

**Section 2.** This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) calendar days prior to the expiration date of this Agreement that it desires to terminate, amend, or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the expiration date.

**Section 3.** This Agreement shall continue in full force and effect upon expiration pending ratification of a successor collective bargaining agreement.

**Section 4.** In the event that a new agreement has not been reached by the expiration date of this agreement, an automatic 2% increase will be implemented across the board for all covered employees.

**AFFIRMATION**

Pursuant to Kentucky Revised Statutes, the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees, Council ~~62962~~, do sign and acknowledge that through the collective bargaining process this Collective Bargaining Agreement has been mutually agreed upon.

IN WITNESS WHEREOF, the parties have affixed their signatures this \_\_\_\_\_ of \_\_\_\_\_, ~~2019~~2024.

AMERICAN FEDERATION OF  
STATE, COUNTY, & MUNICIPAL  
EMPLOYEES, LOCAL 2785

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

\_\_\_\_\_  
BY: ~~SHAUN HUBBARD~~, PRESIDENT  
GORTON, MAYOR

\_\_\_\_\_  
BY: LINDA

\_\_\_\_\_  
BY: JOE SCHOLLER,  
CHIEF NEGOTIATOR

\_\_\_\_\_  
BY: DAVE BARBERIE,  
LFUCG COUNSEL

## APPENDIX AURBAN COUNTY GOVERNMENT EMPLOYEES

### **Chapter 17. Uniform Disciplinary Code [Section 21 - 45(h)]**

The LFUCG has established the Uniform Disciplinary Code to provide consistent rules governing performance and work behavior expected from employees at all levels. The Uniform Disciplinary Code outlines the penalties and remedial administrative action for various types of work deficiencies and undesirable behavior.

The following pages contain a copy of the Uniform Disciplinary Code, It is your responsibility to read and become familiar with its contents. Contact your immediate supervisor or the Division of Human Resources if you have questions about the Uniform Disciplinary Code.

The following pages reflect the Code as revised on 11/23/83, 02/07/84, 09/23/88, 01/02/91, 11/11/93, and 01/01/2003.

### **UNIFORM DISCIPLINARY CODE GUIDELINES FOR URBAN COUNTY GOVERNMENT EMPLOYEES**

#### **Introduction**

These Guidelines outline standard ranges of penalties for work deficiencies and undesirable conduct on the part of LFUCG employees. Commissioners and directors periodically should review compliance with these Guidelines to ensure that all supervisors are being consistent in taking disciplinary action and that you are aware of the Uniform Disciplinary Code. Directors are to furnish a copy of these Guidelines to each employee and supervisor. Questions that are not answered in the Guidelines or by your supervisor should be directed to the Division of Human Resources.

The Uniform Disciplinary Code applies to every LFUCG employee at all levels, including administrators, managers and supervisors. It does not apply to probationary or other at-will employees hired by the Mayor or Council. (Supervisors may consult these Guidelines to discipline employees not covered by the Code but they are not required to do so.) There are additional operational rules outlined in General Order 73-2/E for the Division of Police and in Sections 23-41 through 23-44 of the Code of Ordinances for the Division of Police and the Division of Fire & Emergency Services, which, under specific circumstances, may prevail over these Guidelines. The Disciplinary Code, these Guidelines and the operational rules cited above should be applied in each situation. In the event any section of the Guidelines conflicts with the provisions of KRS 95.450 or KRS 15.520, the statutes shall prevail. Additionally, penalties imposed on exempt employees must be adjusted so as not to violate the Fair Labor Standards Act.

#### **General Guidelines**

It is difficult for the Code and Guidelines to be all inclusive or to assign an appropriate penalty to every offense or work deficiency. For example, "Leaving the work station without authorization" may be a short or a lengthy absence from the workstation. A short absence in one division could be catastrophic, while in another division it would be an annoyance. In each case, supervisors must rely on their judgment as experienced administrators to arrive at the proper disciplinary action. The guidelines also provide more severe penalties for multiple offenses, which if considered alone, would result only in lesser penalties. Finally, at management's discretion, a pattern of offenses over a period of time which resulted in oral warnings or written reprimands for each offense when considered alone may support a suspension or dismissal when considered together. However, reprimands or suspensions that are five (5) years old or older should not be used in imposing current disciplinary action.

Rules regarding call-in, absenteeism, emergency leave, and similar division policies should be established by the Division Director and applied consistently to each employee within the division. Division policies, with periodic updates, are to be submitted to the Division of Human Resources for review prior to implementation to ensure general compliance with the Disciplinary Code and Guidelines. It is not necessary for division policies to be the same for each division.

Workload and other factors vary from division to division or even within a division, and these factors should be considered when divisional policies are established. For example, emergency leave may be more limited within one division than in another because of the type and nature of services provided and the availability of staff. Policies within a division must be applied similarly for employees in similar situations. Penalties recommended in these guidelines must be applied similarly to employees with similar violations.

The recommended discipline is to be used as a guide and is not intended to be mandatory or all inclusive. The appropriate disciplinary action will be determined after the supervisors have carefully considered the circumstances of each case. The immediate supervisor or superior manager in the employee's immediate chain of command should initiate disciplinary action. If a supervisor has a complaint against an employee outside of his chain of command, the supervisor should submit this complaint to the Division Director for whom the employee works. If that Division Director takes no action, then the supervisor who initiated the complaint may request an investigation by the Division of Human Resources. The Division of Human Resources will investigate the complaint and consult the Division Director to whom the employee is assigned before making any recommendation for discipline. Additionally, Pursuant to KRS 67A.280 and KRS 95.450, anyone may file charges against any civil service employee with the Civil Service Commission or against any sworn personnel (Police or Fire) with the Urban County Council.

### **Definition of Disciplinary Actions**

The degree of discipline administered in any given situation depends on the severity of the infraction. Each Division Director should evaluate the circumstances and facts of the offense and select the most suitable form of discipline. The levels of progressive discipline are:

#### **Oral Warning**

- An oral warning should be used for relatively minor offenses. Supervisors should inform the employee in private that they are administering an oral warning and that the employee is being given an opportunity to correct identified work or behavioral problems.
- All conversations with employees about their work performance do not have to be conducted as oral warning sessions. It may be appropriate to hold coaching and counseling sessions with employees to review job expectations and standards, when new programs are started, or when existing programs are reorganized. Coaching and Counseling sessions should not be viewed as disciplinary in nature.

### **Written Reprimand**

- Written reprimands are imposed when the employee disregards an oral warning or for more severe first offenses.
- A classified civil service employee may not be reprimanded more than two (2) times within twelve (12) months unless charges are filed with the Civil Service Commission.

### **Suspension Without Pay**

- A suspension is imposed for severe infractions of rules or standards or for violations occurring after the employee has received oral warnings or written reprimands and has failed to correct the error or to improve his behavior. This discipline should be applied after a thorough evaluation of the circumstances by the supervisor and those in the employee's chain of command.
- All suspensions are without pay.
- The supervisor shall notify the Division of Human Resources before issuing any suspension and shall coordinate suspensions of exempt employees with the Division of Human Resources.
- The guidelines impose suspensions in terms of "hours" in order to address workdays longer than eight (8) hours.
- A classified civil service employee may not be suspended for more than 160 consecutive work hours or 240 non-consecutive work hours within twelve (12) months unless charges are filed with the Civil Service Commission.
- The supervisor should attempt to make the employee's return to the job after a suspension as dignified as possible.

### **Dismissal**

A dismissal is reserved for the most severe violations of the Uniform Disciplinary Code or other Urban County Government policies, for cases in which an employee refuses to correct behavior despite prior disciplinary action or for cases where an employee commits more than one type of serious infraction. This punishment represents the supervisor's judgment that the employee cannot be rehabilitated into a productive employee. It also has the most serious repercussions for the employee in terms of future employment.

## **Disciplinary Procedures**

### **Classified Civil Service Employees — Divisions Without Discipline Review Boards**

#### ***Oral Warning***

- After discussing the oral warning with the employee in private, the supervisor and the employee should sign the written record of the oral warning. Copies of the oral warning should be given to the employee and the Commissioner of the Department. The original should be placed in the oral warning file in the Division of Human Resources, where it will remain for 12 months. It will then be destroyed if no further infractions have been committed. There is no appeal to the Civil Service Commission for an oral warning. The oral warning file in the Division of Human Resources is separate from the employee's personnel file and is the official record of such disciplinary records. The oral warning file can be used if the employee files a formal grievance or complaint about the oral warning. If the circumstance causing the oral warning is not corrected, the employee will be subject to more severe disciplinary measures.

#### ***Written Reprimand***

- The supervisor should prepare a written reprimand form explaining the occurrence. The supervisor should then present the facts of the incident and his recommendation for discipline to his superior in the chain of command. The reviewing superior may agree or disagree with the recommendation. In all cases, the facts of the offense and the recommended discipline should be presented to the division director before any discipline is imposed. The supervisor should discuss the offense with the employee and should consider the employee's explanation of the event before any final action is taken. The written reprimand form, which is to be signed by the Commissioner and Division Director, should be presented to and signed by the employee. A copy of the written reprimand form is to be given to the employee and the Commissioner and the original form is to be sent to the Division of Human Resources and placed in the employee's personnel file. Written reprimands may be appealed to the Civil Service Commission. Unless reversed by the Commission, they remain permanent records in an employee's file.

#### ***Suspension Without Pay***

- Before issuing a suspension, the supervisor should assemble the facts supporting the suspension and discuss the events with the employee. The supervisor should then review the action with his superiors (as outlined above in the written reprimand section) and determine the length of the suspension. The supervisor should then inform the employee of the disciplinary action, making certain that the employee is aware of the reasons for the action. The original disciplinary action form, signed by the Commissioner and Division Director, is to be sent to the Division of Human Resources and placed in the employee's personnel file. A copy is to be given to the employee. Suspensions may be appealed to the Civil Service Commission. Unless reversed by the Commission, they remain permanent records in an employee's file.

### ***Dismissal***

- Before recommending the dismissal of an employee, the supervisor must discuss the action with appropriate superior officials. Specific charges for dismissal are to be prepared by the Department of Law in consultation with the supervisor or his superior. Except in unusual circumstances, an employee should be given the option to resign rather than face charges. If the employee refuses to resign, the supervisor should commence action by filing the charges with the Mayor and placing the employee on suspension without pay. Except in situations where a threat to supervisors or other employees exists, the employee may not be suspended from duty until charges are filed.

### **Classified Civil Service Employees — Divisions With Discipline Review Boards**

- Each department may create a Discipline Review Board pursuant to the guidelines established in the appropriate CAO Policy. When a supervisor believes that an employee has committed a violation of the Uniform Disciplinary Code, the supervisor shall submit a request for discipline to the Review Board on a form supplied by the Board. The Board will hear cases involving written reprimands and suspensions of 160 hours or less. Supervisors may issue oral warnings in the manner described above. Requests for dismissal shall not be heard by the Board and will be sent to the Department of Law.
- The request for discipline form submitted to the Discipline Review Board shall include: Nature of the alleged violation; Date and time of the alleged violation; Identity of the alleged violator; Evidence to support the accusation; and Identity of the complainant.
- The Discipline Review Board will hear testimony from the supervisor, the employee and other witnesses, if necessary, and review written or other evidence. The supervisor and the employee shall speak for themselves and shall not be allowed any other representative.
- After hearing the evidence, the Discipline Review Board will make a recommendation to the supervisor on whether the employee should be disciplined and, if so, the appropriate level of discipline. This recommendation is not binding on the supervisor. If the supervisor imposes discipline, the employee may appeal it to the Civil Service Commission. The recommendation of the Discipline Review Board may be placed in evidence before the Civil Service Commission.

### **Division of Fire & Emergency Services and Division of Police**

The procedures outlined in the above section apply to sworn employees of the Division of Fire & Emergency Services and the Division of Police. Disciplinary action shall be imposed, however, only pursuant to KRS 95.450 (Police and Fire) and KRS 15.520 (Police).

## **Disciplinary Actions**

### ***1a. Driving An Urban County Government Vehicle While Under The influence Of Alcohol; After Ingesting Illegal Drugs; Or While Using Prescription Or Non-Prescription Drugs That impair Efficient Operation Of The Vehicle:***

Definition: This offense prohibits driving a vehicle or operating equipment owned by the Urban County Government while under the influence of alcohol, after ingesting illegal drugs, or while using prescription or non-prescription (over-the-counter) drugs that impair the efficient operation of the vehicle or equipment.

Comment: The supervisor should follow the procedures and impose the penalties adopted in the Drug and Alcohol Free Workplace Policy.

### ***1b. Failure To Report A Suspended Or Revoked Driver's License:***

Definition: This offense occurs when an employee who may be required at any time to drive an Urban County Government vehicle fails to notify his supervisor within twenty-four (24) hours of the employee losing his driving privileges for any reason.

### ***1c. Driving An Urban County Government Vehicle With A Suspended Or Revoked Driver's License:***

Definition: This offense occurs when an employee operates an Urban County Government vehicle while his driver's license is suspended or revoked. Driving under these circumstances is illegal and exposes the Urban County Government and the employee to additional liability in the event the employee is involved in an accident.

Comment: This rule should be explained to any employee who may be called upon to drive an Urban County Government vehicle.

## ***2. Stealing or Theft:***

Definition: Employee shall use Urban County Government property only for its intended purposes in accordance with established government or divisional procedures and shall not take any Urban County Government equipment or property for personal use or sale. Evidence of theft will be turned over to the Division of Police for investigation, and prosecution will be pursued.

Comment: Supervisors should notify the police immediately in case of theft or suspected theft.

## ***3. Intentional Or Deliberate Destruction Or Unauthorized Use of Urban County Government Property:***

Definition: Employees shall utilize Urban County Government property only for its intended purpose in accordance with established government or divisional procedures and shall not

intentionally abuse, damage or lose through negligence any Urban County Government equipment or property.

**4. Use Of, Possession Of, Or Positive Test For Illegal Drugs While On The Job; Reporting To Work After Ingesting Illegal Drugs; Or Conviction For Possession Of, Or Trafficking In Illegal Drugs:**

Definition: This offense deals with use or possession of illegal drugs on the job or behavior by an employee which gives a supervisor reasonable cause to believe that an illegal drug is present in an employee's system. This rule does not include medications prescribed to and properly taken by an employee because of a medical condition if the use of the prescribed medication has been properly reported to a supervisor. If the prescribed medication has a negative side effect, it is the employee's responsibility to tell a supervisor before the employee is assigned any duties.

Comment: If the employee's behavior indicates that the employee has ingested drugs, the supervisor should follow the procedures and impose the penalties adopted in the Alcohol and Drug Free Workplace Policy. Employees who leave their workstation to consume drugs shall be subject to the severest discipline.

**5. Use Of, Possession Of, Or Positive Test For Alcohol While On The Job:**

Definition: This offense deals with drinking on the job or behavior by an employee which gives supervisors reasonable cause to believe that the employee has been drinking alcoholic substances during or before reporting to work. This rule does not include medications containing alcohol which are prescribed to and properly taken by an employee because of a medical condition if the use of the prescribed medication has been properly reported to a supervisor. If a prescribed medication has a negative side effect, it is the employee's responsibility to tell a supervisor before the employee is assigned any duties.

Comment: Dismissal will be recommended for employees who are sentenced to serve jail time for offenses attributable to intoxicating substances (including alcohol or public intoxication, or driving under the influence). Supervisors should follow the procedures and impose the penalties adopted in the Alcohol and Drug Free Workplace Policy. Employees who leave their workstation to consume alcohol shall be subject to the severest discipline.

**6a. Violent Behavior, Throwing Objects Toward Or At Others, Verbal Threats, Or Fighting On The Job (With Weapon):**

Definition: A "weapon" is an instrument or anything that can be used to injure or harm a person, whether or not the instrument or thing was designed to be used for that purpose. This offense includes, but is not limited to:

1. Fighting with a weapon;
2. On duty possession of a weapon;
3. On duty possession of an object which could be used as a weapon, which has no relationship to the employee's duties, and which is unnecessary on the work site, or is

unnecessary for the effective and efficient performance of the job (for example, a baseball bat, brass knuckles, taser unit);

4. Using objects or equipment that are necessary for the performance of the job as a weapon (for example, using a crowbar or tire iron as a weapon rather than as a tool);
5. Making verbal threats while in possession of a weapon; or
6. Throwing objects at or in the direction of others.

Comment: The supervisor shall take immediate action in the event of a fight without endangering himself or others. In serious cases, the Division of Police should be called to assist the supervisor.

**6b. *Violent Behavior Or Fighting On The Job (Without Weapons):***

Definition: This offense includes, but is not limited to:

1. Fist fights or similar physical conduct;
2. Horse play which causes or has the potential of causing injury; or
3. Any intentional pushing, shoving, hitting, or bumping; with or without verbal threats, which could or does result in harm to another employee or which disrupts the effectiveness and efficiency of the workplace.

Comment: In addition to disciplinary action, the employees involved will submit to an evaluation by the LFUCG EAP counselors. After the EAP evaluation, the counselor will provide the Human Resources director with a statement certifying that the employee has been evaluated and is fit to return to work. The employee will attend such additional EAP sessions as are recommended by the Counselor. All parties involved in violent behavior may be subject to the same discipline depending on the circumstances.

**6c. *Verbal Threats Or Harassing Statements:***

Definition: This offense includes, but is not limited to:

1. Statements, including written or e-mail statements, that seriously alarm, annoy, intimidate or harass a person or which could cause a reasonable person to suffer mental distress; or
2. Oral threats to commit any act likely to result in substantial damage to property.

Comments: "Joking" references to shooting others, "going postal" or "blowing people away" will be taken very seriously and will result in disciplinary action. The supervisor will take immediate action when situations of this type develop. In addition to disciplinary action, the employee will be required to be evaluated by EAP counselors. After the sessions, the EAP counselor will provide the Human Resources Director with a statement certifying that the employee has been counseled and understands appropriate workplace behavior.

**7. *Leaving Assigned Work Station Without Authorization:***

Definition: This offense occurs when an employee leaves the workstation without permission. It includes leaving the workstation to conduct personal business, but does not include absence

due to a valid emergency if the employee ensures that his duties will be covered and notifies a supervisor.

Comment: Emergency situations may arise, such as an accident or sudden illness in the employee's immediate family. If the employee's immediate supervisor is not available, the employee must notify the next ranking superior. In all emergency cases, leave should be granted unless there is evidence of prior abuse. Where a follow up leave slip is required by the supervisor, the employee should be so notified in writing within three (3) days of the absence.

**8a. *Insubordination:***

Definition: This offense involves behavior or statements, which reflect an employee's refusal to be supervised including, but not limited to, direct refusal to obey a supervisor's work related order or failure to follow directions and instructions. This rule also includes failure to follow instructions which have been adequately explained; repeated occurrences of poor decision making which lead to the redoing of work; consistent failure to meet assignment deadlines; or a pattern of incorrect work that results in disruption of the operation of the unit or impairment of its effectiveness and efficiency.

Comment: Supervisors should be sensitive to the difference between a "bad attitude", insubordination and inefficient work. Inefficiency, when not corrected after being brought to the employee's attention, may become insubordination.

**8b. *Malicious Behavior Or Deliberate Behavior Which Affects The Efficient And Effective Performance Of The Job:***

Definition: This offense includes any malicious behavior, regardless of its effect on the efficiency or effectiveness of the workplace, or any deliberate behavior that disrupts the workplace. It can include, but is not limited to, malicious practical jokes; knowingly spreading false rumors; sabotaging projects or other employees' work; or constant teasing of another employee.

Comment: Supervisors should establish and maintain a professional level of behavior for each work unit.

**8c. *Misconduct:***

Definition: This offense is general in nature and applies when the actions of an employee do not fit within any other specific category. It may be used alone or in conjunction with other infractions. It should be used when an established Government, department or division policy or procedure does not contain a specific penalty.

Comment: Supervisors should educate employees to realize that they may be disciplined for their actions even if every possible improper act or infraction is not separately listed in the Uniform Disciplinary Code.

**8d. Inefficiency:**

Definition: This offense involves the failure, neglect or inability of the employee to perform his assigned duties or the performance of his assigned duties in an inappropriate, inadequate or unsuitable manner. This would include spending their time in excessive personal conversations, either on the phone or with others; taking excessive breaks; pushing work assignments off on others; or engaging in any other activity that could cause them to neglect or be inattentive to their duties. As with insubordination, this rule also includes failure to follow instructions which have been adequately explained; repeated occurrences of poor decision making which lead to the redoing of work; consistent failure to produce work that is error free; the use of poor judgment; lack of timeliness and failure to meet assignment deadlines; or a pattern of incorrect work that results in disruption of the operation of the unit or impairment of its effectiveness and efficiency.

Comment: Although insubordination and inefficiency are similar in some respects they have an important distinction. An insubordinate employee is one who intentionally refuses to obey or comply with an order of a superior. An inefficient employee is one who is not able (rather than unwilling) to obey or comply with the orders of a supervisor or to otherwise perform his assigned duties.

**9. Sleeping On The Job:**

Definition: An employee must remain alert at all times, especially while operating equipment. Sleeping during duty hours (except for sworn Fire & Emergency Services personnel assigned to a fire station) is strictly forbidden.

**10a. Vehicle Or Equipment Accidents Involving More Than \$1,000 Damage Where Employees Are At Fault Due To Negligence Or Carelessness:**

Definition: Employees are required to operate Urban County Government vehicles and equipment in a safe, prudent and responsible manner consistent with all local and state laws and all relevant Government, department or division policies. An employee who fails to operate a vehicle or equipment safely, legally or consistent with government, department or division policies and incurs more than \$1,000 damage is subject to disciplinary action. Any employee involved in a vehicle accident where the property damage exceeds the amounts established in the Alcohol and Drug Free Workplace Policy shall be subject to a post critical incident drug test.

Comment: The employee must ensure the safe operation of all vehicles and equipment to which he is assigned. Employees not familiar with proper vehicle or equipment operating procedures must inform their supervisor and ask for training and supervision. The supervisor should provide training when the employee is first assigned to a vehicle or equipment and again as needed. If the vehicle or equipment is not operating properly, the employee should inform his supervisor so that proper measures can be taken to avoid an accident. Restitution shall be based on fair market value of necessary repairs or replacements.

***10b. Minor Traffic Violations In Urban County Government Vehicles Or Any Vehicle Or Equipment Accidents Involving Less Than \$1, 000 In Property Damage Where Employees Are At Fault Due To Negligence Or Carelessness:***

Definitions: These violations may include, but are not limited to, speeding, driving left of the centerline, failing to yield the right-of- way, or accidents, which result in less than \$1,000 damage to vehicles or equipment. Careless use of vehicles or equipment, such as power tools or grounds-keeping equipment, which results in damage to the vehicle or equipment or other property, is also covered by this rule. Restitution shall be based on fair market value of necessary repairs or replacements.

***11. Absent Without Approved Leave:***

Definition: The offense occurs when an employee fails to report for duty, to call—in as required by Government, department or division policy, or does not have sufficient leave to cover an absence. The difference between being Absent Without Approved Leave ("AWOL") and being tardy is discussed in Item E. 14. Note: Once all approved leave is exhausted, the employee shall be marked AWOL. There is no approved payroll designation of "absent no pay."

Comment: Each situation should be handled on an individual basis and division directors are responsible for establishing call-in and emergency leave procedures for their divisions. After review and approval by the Division of Human Resources, a copy of the division call-in and emergency leave procedures should be given to each employee.

An employee who is reported AWOL shall not accrue vacation and sick time for the entire calendar month. Each AWOL on each "work day" is a separate occurrence. A supervisor should investigate each situation prior to marking an employee AWOL.

Non-exempt employees do not receive pay for time they are AWOL and may be subject to disciplinary action. Exempt employees may also be subject to disciplinary action under this policy.

Employees held in jail may request administrative leave under Sections 21-33 and 21-37 of the Code of Ordinances, which may or may not be granted depending upon Government, department and division policies and the circumstances. Employees who exhaust all administrative leave under Sections 21-37 will be AWOL and subject to dismissal

***11 b. Absent Without Approved Leave for 2 or More Days in a Row:***

Definition: This offense covers those situations where an employee fails to report to work for 2 or more days in a row.

Comment: Employees who are AWOL 2 or more days in a row are subject to more severe discipline.

**12. Excessive Use Of Sick Leave:**

Definition: This offense occurs when an employee fails to provide a medical doctor's excuse for excessive use of sick leave. Excessive use of sick leave includes:

- a. Consistent use of sick leave on the first or last day of the employee's work week;
- b. Consistent use of more sick leave than is earned in a pay period or use of sick leave on a sporadic basis especially on the first and last day of the employee's work week;
- c. Depleting sick time balances requesting leave without pay for sickness when no chronic ailment has been diagnosed.

Comment: One warning sign of abuse of sick leave is low sick leave balances maintained by long-term employees. Sick leave is not a vested right like vacation and holiday leave and its use is limited to its intended purpose. If a pattern of abuse is detected, a supervisor may require the employee to present a medical doctor's excuse for all sick leave requests (Section 21-34 of the Code of Ordinances). There are legitimate situations, however, where an employee may use all sick leave because of a chronic illness and must apply for leave without pay. If it is determined that a low sick leave balance is justified and the employee is performing in a satisfactory manner, the supervisor should examine the situation carefully before taking any disciplinary action. Additionally, a supervisor may request that the employee be examined by an Urban County Government selected physician if questions exist as to the employee's ability to perform the duties of his job. The Director of Human Resources should be contacted to arrange for a medical examination.

**13a. Failure To Observe Safety Procedures; Failure To Wear Protective Clothing — (Class A — Serious — Life Threatening):**

**13b. Failure To Observe Safety Procedures; Failure To Wear Protective Clothing —(Class B — Less Serious Non — Life Threatening):**

Definition: These violations include, but are not limited to, removal or destruction of safety devices; failure to keep equipment and work areas clean; failure to report unsafe working conditions; or failure to wear safety clothing (for example, hard hats, safety glasses, steel-toe shoes, seat belts).

Comment: Each division should have safety rules or procedures identifying Class A (serious) and Class B (less serious) rules. Safety rules should be approved by the safety coordinator in the Division of Risk Management and explained to employees. Employees should receive a copy of the division's safety rules. The division should require employees to sign a form stating that they have received a copy of the safety rules issued by Risk Management and a list of the division's safety rules. The division may periodically update its rules and have employees acknowledge in writing that they understand the safety rules and regulations.

**14. Excessive Tardiness:**

**Definition:** This offense includes a pattern of tardiness that interferes with the operation of the unit. Generally, a first offense occurs when an employee is late two (2) or more times in any one pay period. However, in some divisions less frequent tardiness may justify disciplinary action (for example, divisions running 24-hour coverage or those where work crews leave a central location). A tardy employee whose actions result in overtime payments to other employees may receive more severe discipline, depending on the circumstances.

**Comment:** Employees who call — in and are excused for legitimate emergencies should not be considered tardy. Each division should establish a call — in and tardiness policy and copies of the policy should be given to each employee. The policy should be submitted to the Division of Human Resources for review and approval prior to issuance.

Discipline should not be imposed until the existence of a tardiness problem is identified. In most cases a single tardy arrival should not result in discipline. Each division is responsible for establishing a time frame for being tardy rather than AWOL; however, if an employee is absent for more than thirty (30) minutes, then he is AWOL rather than tardy.

**15. Failure To Submit Required Or Completed Reports Or Forms:**

**Definition:** Forms and reports that are part of an employee's job duties must be submitted in accordance with established Government, department or division procedures.

**16. Gambling On The Job:**

**Definition:** The offense of gambling defined as staking or risking something of value upon the outcome of a contest, game, gaming scheme, or gaming device which is based upon an element of chance, in accord with an agreement or understanding that someone will receive something of value in the event of a certain outcome. A contest or game in which eligibility to participate is determined by chance or the ultimate winner is determined by skill shall not be considered gambling. Gambling is a prohibited non-work related activity. Personnel in the Division of Community Corrections shall be subject to dismissal for a first offense of gambling.

**UNIFORM DISCIPLINARY CODE**

<b>1a</b>	<b>Occurrence</b>	<b>Driving an Urban County Government vehicle while under the influence of alcohol; after ingesting illegal drugs; or while using prescription or non-prescription drugs that impair efficient operation of vehicle.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>1b</b>	<b>Occurrence</b>	<b>Failure to report a suspended or revoked driver's license.</b>
	1 <sup>st</sup>	Written reprimand (employees must report suspended or revoked driver's license to supervisor within 24 hours.)
	2 <sup>nd</sup>	80—160 hours suspension, depending on circumstances.

<b>1c</b>	<b>Occurrence</b>	<b>Driving an Urban County Government vehicle with a suspended or revoked license.</b>
	1 <sup>st</sup> Occurrence	80—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>2</b>	<b>Occurrence</b>	<b>Stealing or theft.</b>
	1 <sup>st</sup> Occurrence	80—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>3</b>	<b>Occurrence</b>	<b>Intentional or deliberate destruction or unauthorized use of Urban County Government property.</b>
	1 <sup>st</sup> Occurrence	Restitution and 80—160 hours suspension or dismissal.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>4</b>	<b>Occurrence</b>	<b>Use of, possession of, or positive test for illegal drugs while on the job; reporting to work after ingesting illegal drugs; or conviction for possession of or trafficking in illegal drugs.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>5</b>	<b>Occurrence</b>	<b>Use of, possession, or positive test for alcohol while on the job.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>6a</b>	<b>Occurrence</b>	<b>Violent behavior, throwing objects toward or at others, verbal threats or fighting on the job (with weapon).</b>
	1 <sup>st</sup> Occurrence	Dismissal.
<b>6b</b>	<b>Occurrence</b>	<b>Violent behavior or fighting on the job (without weapon).</b>
	1 <sup>st</sup> Occurrence	40—160 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>6c</b>	<b>Occurrence</b>	<b>Verbal threats or harassing statements.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 8—120 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.

	3 <sup>rd</sup> Occurrence	Dismissal.
<b>7</b>	<b>Occurrence</b>	<b>Leaving assigned work area without authorization.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 40—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8a</b>	<b>Occurrence</b>	<b>Insubordination.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8b</b>	<b>Occurrence</b>	<b>Malicious behavior or deliberate behavior, which affects the efficient and effective performance of the job.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8c</b>	<b>Occurrence</b>	<b>Misconduct</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8d</b>	<b>Occurrence</b>	<b>Inefficiency</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>9</b>	<b>Occurrence</b>	<b>Sleeping on the job</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 40—80 hours suspension, depending on circumstances.

	2 <sup>nd</sup> Occurrence	88—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>10a</b>	<b>Occurrence</b>	<b>Vehicle or equipment accidents involving more than \$1,000 where employees are at fault (due to negligence or carelessness).</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 40—120 hours suspension or dismissal, depending on circumstances, and restitution up to \$1,000.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances, and restitution up to \$1,000..
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>10b</b>	<b>Occurrence</b>	<b>Minor traffic violation in Urban County Government vehicle during any calendar year or any vehicle or equipment accident involving less than \$1,m000 in property damage where employees are at faulty (due to negligence or carelessness).</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances, and restitution up to \$1,000.
	2 <sup>nd</sup> Occurrence	48—120 hours suspension and restitution up to \$1,000.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>11a</b>	<b>Occurrence</b>	<b>Absent without approved leave.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 24—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—160 hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>11b</b>	<b>Occurrence</b>	<b>Absent without approved leave for more than two days.</b>
	1 <sup>st</sup> Occurrence	48—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>12</b>	<b>Occurrence</b>	<b>Excessive use of sick leave.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 8—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—120hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>13a</b>	<b>Occurrence</b>	<b>Failure to observe safety procedures or to wear protective clothing (Class A serious — life threatening).</b>
	1 <sup>st</sup> Occurrence	8—40 hours suspension.

	2 <sup>nd</sup> Occurrence	48—120 hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>13b</b>	<b>Occurrence</b>	<b>Failure to observe safety procedures or to wear protective clothing (Class B less serious — non-life threatening).</b>
	1 <sup>st</sup> Occurrence	Written reprimand.
	2 <sup>nd</sup> Occurrence	8—40 hours suspension.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>14</b>	<b>Occurrence</b>	<b>Excessive tardiness.</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances.
	2 <sup>nd</sup> Occurrence	Written reprimand or 8—40 hours suspension, depending on circumstances.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension, depending on circumstances.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>15</b>	<b>Occurrence</b>	<b>Failure to submit required or completed reports or forms.</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances.
	2 <sup>nd</sup> Occurrence	Written reprimand or 24—40 hours suspension, depending on circumstances.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension, depending on circumstances.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>16</b>	<b>Occurrence</b>	<b>Gambling on the job.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 24—80 hours suspension, depending on circumstances. Sworn employees of the Division of Community Corrections shall be dismissed.
	2 <sup>nd</sup> Occurrence	88—160 hours suspension or dismissal.
	3 <sup>rd</sup> Occurrence	Dismissal.

**APPENDIX B**

<b>Year 1 - FY20</b>									
Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Annual	\$ 60,413	\$ 61,621	\$ 62,854	\$ 64,110	\$ 65,392	\$ 66,701	\$ 68,034	\$ 69,396	
Biweekly	\$ 2,324	\$ 2,370	\$ 2,417	\$ 2,466	\$ 2,515	\$ 2,565	\$ 2,617	\$ 2,669	
<b>Year 2 - FY21</b>									
Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Annual	\$ 61,319	\$ 62,545	\$ 63,797	\$ 65,072	\$ 66,373	\$ 67,701	\$ 69,055	\$ 70,436	
Biweekly	\$ 2,358	\$ 2,406	\$ 2,454	\$ 2,503	\$ 2,553	\$ 2,604	\$ 2,656	\$ 2,709	
Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 72,865	\$ 74,322	\$ 75,809	\$ 77,325	\$ 78,872	\$ 80,449	\$ 82,058	\$ 83,699	\$ 85,373
Biweekly	\$ 2,802	\$ 2,859	\$ 2,916	\$ 2,974	\$ 3,034	\$ 3,094	\$ 3,156	\$ 3,219	\$ 3,284
<b>Year 3 - FY22*</b>									
Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Annual	\$ 62,239	\$ 63,483	\$ 64,754	\$ 66,048	\$ 67,369	\$ 68,717	\$ 70,091	\$ 71,493	
Biweekly	\$ 2,394	\$ 2,442	\$ 2,491	\$ 2,540	\$ 2,591	\$ 2,643	\$ 2,696	\$ 2,750	
Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 73,958	\$ 75,437	\$ 76,946	\$ 78,485	\$ 80,055	\$ 81,656	\$ 83,289	\$ 84,954	\$ 86,653
Biweekly	\$ 2,845	\$ 2,901	\$ 2,959	\$ 3,019	\$ 3,079	\$ 3,141	\$ 3,203	\$ 3,267	\$ 3,333
<b>Year 4 - FY23*</b>									
Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Annual	\$ 63,172	\$ 64,435	\$ 65,725	\$ 67,039	\$ 68,379	\$ 69,748	\$ 71,142	\$ 72,565	
Biweekly	\$ 2,430	\$ 2,478	\$ 2,528	\$ 2,578	\$ 2,630	\$ 2,683	\$ 2,736	\$ 2,791	
Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 76,193	\$ 77,717	\$ 79,272	\$ 80,857	\$ 82,474	\$ 84,124	\$ 85,806	\$ 87,522	\$ 89,272
Biweekly	\$ 2,931	\$ 2,989	\$ 3,049	\$ 3,110	\$ 3,172	\$ 3,236	\$ 3,300	\$ 3,366	\$ 3,434
*The wage schedules above will become effective during the first full payperiod of each new fiscal year.									

<b><u>FY25</u></b>						
<i>*Effective the first full pay period following ratification</i>						
<b><u>Lieutenant</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
<b><u>Annual</u></b>	<b><u>\$84,250</u></b>	<b><u>\$85,724</u></b>	<b><u>\$87,225</u></b>	<b><u>\$88,751</u></b>	<b><u>\$90,304</u></b>	<b><u>\$91,884</u></b>

<u>Biweekly</u>	<u>\$3,240</u>	<u>\$3,297</u>	<u>\$3,355</u>	<u>\$3,413</u>	<u>\$3,473</u>	<u>\$3,534</u>		
<u>Captain</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>Annual</u>	<u>\$95,384</u>	<u>\$97,054</u>	<u>\$98,752</u>	<u>\$100,480</u>	<u>\$102,239</u>	<u>\$104,028</u>	<u>\$105,848</u>	<u>\$107,701</u>
<u>Biweekly</u>	<u>\$3,669</u>	<u>\$3,733</u>	<u>\$3,798</u>	<u>\$3,865</u>	<u>\$3,932</u>	<u>\$4,001</u>	<u>\$4,071</u>	<u>\$4,142</u>

**FY26**

*\*Effective the first full pay period following July 1, 2025*

<u>Lieutenant</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		
<u>Annual</u>	<u>\$85,935</u>	<u>\$87,439</u>	<u>\$88,969</u>	<u>\$90,526</u>	<u>\$92,110</u>	<u>\$93,722</u>		
<u>Biweekly</u>	<u>\$3,305</u>	<u>\$3,363</u>	<u>\$3,422</u>	<u>\$3,482</u>	<u>\$3,543</u>	<u>\$3,605</u>		
<u>Captain</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>Annual</u>	<u>\$97,292</u>	<u>\$98,995</u>	<u>\$100,727</u>	<u>\$102,490</u>	<u>\$104,283</u>	<u>\$106,108</u>	<u>\$107,965</u>	<u>\$109,855</u>
<u>Biweekly</u>	<u>\$3,742</u>	<u>\$3,807</u>	<u>\$3,874</u>	<u>\$3,942</u>	<u>\$4,011</u>	<u>\$4,081</u>	<u>\$4,153</u>	<u>\$4,225</u>

**FY27**

*\*Effective the first full pay period following July 1, 2026*

<u>Lieutenant</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		
<u>Annual</u>	<u>\$87,654</u>	<u>\$89,188</u>	<u>\$90,748</u>	<u>\$92,337</u>	<u>\$93,952</u>	<u>\$95,597</u>		
<u>Biweekly</u>	<u>\$3,371</u>	<u>\$3,430</u>	<u>\$3,490</u>	<u>\$3,551</u>	<u>\$3,614</u>	<u>\$3,677</u>		
<u>Captain</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>Annual</u>	<u>\$99,238</u>	<u>\$100,975</u>	<u>\$102,742</u>	<u>\$104,540</u>	<u>\$106,369</u>	<u>\$108,231</u>	<u>\$110,125</u>	<u>\$112,052</u>
<u>Biweekly</u>	<u>\$3,817</u>	<u>\$3,884</u>	<u>\$3,952</u>	<u>\$4,021</u>	<u>\$4,091</u>	<u>\$4,163</u>	<u>\$4,236</u>	<u>\$4,310</u>

**FY28**

*\*Effective the first full pay period following July 1, 2027*

<u>Lieutenant</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>		
<u>Annual</u>	<u>\$89,407</u>	<u>\$90,971</u>	<u>\$92,563</u>	<u>\$94,183</u>	<u>\$95,831</u>	<u>\$97,509</u>		
<u>Biweekly</u>	<u>\$3,439</u>	<u>\$3,499</u>	<u>\$3,560</u>	<u>\$3,622</u>	<u>\$3,686</u>	<u>\$3,750</u>		
<u>Captain</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>Annual</u>	<u>\$101,223</u>	<u>\$102,994</u>	<u>\$104,797</u>	<u>\$106,630</u>	<u>\$108,497</u>	<u>\$110,395</u>	<u>\$112,327</u>	<u>\$114,293</u>
<u>Biweekly</u>	<u>\$3,893</u>	<u>\$3,961</u>	<u>\$4,031</u>	<u>\$4,101</u>	<u>\$4,173</u>	<u>\$4,246</u>	<u>\$4,320</u>	<u>\$4,396</u>

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Document 2 ID	netdocuments://4934-7369-1656/1
Description	LFUCG Corrections Lieutenants and Captains Final Contract 2024-2028
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Statistics:	
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Insertions	292
Deletions	68
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Moved to	0
Style changes	0
Format changes	0
Total changes	360



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2785, ON BEHALF OF LIEUTENANTS AND CAPTAINS IN THE DIVISION OF COMMUNITY CORRECTIONS, EXPIRING JUNE 30, 2028.

---

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

Section 1 - That the Collective Bargaining Agreement by and between the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees, Local 2785, on behalf of Lieutenants and Captains in the Division of Community Corrections, which expires June 30, 2028 and which is attached hereto and incorporated herein by reference, be and hereby is accepted.

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

0057-25:DJB:4861-4738-9689, v. 1

RESOLUTION NO. 036 - 2025

A RESOLUTION ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2785, ON BEHALF OF LIEUTENANTS AND CAPTAINS IN THE DIVISION OF COMMUNITY CORRECTIONS, EXPIRING JUNE 30, 2028.

---

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

Section 1 - That the Collective Bargaining Agreement by and between the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees, Local 2785, on behalf of Lieutenants and Captains in the Division of Community Corrections, which expires June 30, 2028 and which is attached hereto and incorporated herein by reference, be and hereby is accepted.

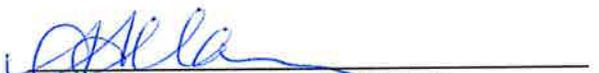
Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 6, 2025



\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0057-25:DJB:4861-4738-9689, v. 1

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**AND**

**AFSCME LOCAL 2785**

**CORRECTIONS LIEUTENANTS AND CAPTAINS**

**July 1, 2024 to June 30, 2028**

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## PREAMBLE

**THIS COLLECTIVE BARGAINING AGREEMENT**, entered into this \_\_\_\_\_ of \_\_\_\_\_, 2024, and between Lexington-Fayette Urban County Government (hereinafter “LFUCG”), and the American Federation of State, County, and Municipal Employees, Local 2785 (hereinafter the “Union”), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain employees of the Division of Community Corrections.

## ARTICLE 1

### RECOGNITION

**Section 1.** Pursuant to KRS 67A.6901, LFUCG recognizes the Union as the exclusive collective bargaining representative of its full-time sworn officers holding the positions of Lieutenant and Captain in the Division of Community Corrections.

**Section 2.** The Union recognizes the Mayor’s representative and designee as the sole representative of representative of LFUCG for the purposes of collective bargaining negotiations.

**Section 3.** As used in this Agreement, unless specified otherwise, the term “member(s)” or “employee(s)” refers to full-time sworn employees of the Lexington Division of Community Corrections holding the grades of Lieutenant, Captain, and Bureau Manager (Major).

**Section 4.** The Director of Community Corrections has sole discretion regarding the appointment, retention and demotion concerning the Bureau Manager (Major) position or any related assignments. A member who is appointed as Major shall have no right to grieve or arbitrate any benefit.

**Section 5.** LFUCG and the Union shall bargain promptly upon request by the other side and continue for a reasonable period of time in order to exchange freely information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation.

## ARTICLE 2

### SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any statute or constitutional provisions in effect upon the effective date of this Agreement or which may be hereafter enacted.

## ARTICLE 3

### LFUCG RIGHTS

**Section 1.** The inherent right to manage, direct and control working forces in all respects is expressly reserved to LFUCG; subject, however, to such limitations as are contained in this agreement. Exclusive rights of the LFUCG shall include, but not be limited to, any subject not preempted by Federal and State law.

- A. Determination of the organizational structure of the Division of Community Corrections, including the existence, continuance, abolishment, restructuring, or combining, of all bureaus, departments, units, branches, and subparts thereof.
- B. The right to promulgate, at its discretion, policies, rules, regulations, and Orders which are not inconsistent with this agreement.
- C. The right to determine the methods, means, and personnel by which operations are to be implemented and established.
- D. The right to take action as necessary to carry out the mission of the Division of Community Corrections in an emergency.
- E. Assignment of personnel consistent with the provisions of this agreement.
- F. Determination of necessary qualifications, standards, and procedures, for hire and promotion, consistent with this Agreement.
- G. Establishment of standards of performance and service, and taking disciplinary action subject to this Agreement.
- H. Conferring and relieving of law enforcement powers. It is agreed and understood that the relieving or suspending of law enforcement powers is distinct from a suspension from pay; although LFUCG reserves the power to relieve or suspend law enforcement powers, it is agreed that any suspension of a covered member from pay shall be deemed a disciplinary action.
- I. Elimination of positions, and any consequent reductions in force or layoffs. LFUCG will notify the Local Union President of known reductions in force as soon as practical after the decision to reduce the force has been made. Reductions in force, by rank, will be made in seniority order with the lowest senior officer being force reduced first then moving up the seniority list until the desired reduction is completed.
  - a. At the rank of captain in lieu of a layoff in force reduction the captain shall have the right to voluntarily demote to the rank of lieutenant and be

placed into the seniority scale to include all time. LFUCG shall correct the voluntary demotion back to captain prior to the returning of any staff.

- b. At the rank of lieutenant, in lieu of a layoff in force reduction, the lieutenant shall have the right to voluntarily demote to the rank of sergeant and be placed into the seniority scale to include all time. LFUCG shall correct the voluntary demotion back to lieutenant prior to the returning of any staff.

**Section 2.** This agreement is not intended to restrict consultation with the Union regarding matters within the right of LFUCG to determine.

#### **ARTICLE 4**

##### **NON-DISCRIMINATION**

Neither LFUCG nor the Union shall discriminate against any member because he or she is or is not a member of the Union, nor because of lawful Local activity or refraining there from, nor shall either party discriminate against any member on the basis of race, color, sex, creed, religion, marital status, ages, national origin, disability, political affiliation, or sexual orientation.

#### **ARTICLE 5**

##### **STRIKES, WORK STOPPAGES, AND SLOWDOWNS**

**Section 1.** The Union recognizes that it is unlawful to engage in strikes and work stoppages. The Union further agrees that it shall not engage in, condone, or encourage work slowdowns, unauthorized accelerated enforcement, and other concerted efforts to alter work production. In addition, the Union agrees that any of the foregoing actions by members may constitute cause for their termination, and that the Union shall not encourage such activity and shall take prompt and reasonable steps to discourage same.

**Section 2.** Mass or concerted resignations, and mass or concerted call-ins of sick or other leave, shall be deemed strikes or work stoppages hereunder.

#### **ARTICLE 6**

##### **UNION SECURITY**

**Section 1.** Membership in the Union is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a member regarding such matters.

**Section 2.** Union membership dues, as authorized by members on the approved form described in Section 3 below, shall be deducted monthly in an amount certified by the Union. Members wishing to revoke their Union membership, or to join the Union membership, must

notify LFUCG and the Union expressly and individually, in writing by certified mail. Upon such notification, LFUCG shall begin deducting membership dues hereinafter described from the wages of such member as soon as practical but in no event later than the 2nd pay period following receipt of such notice.

**Section 3.** LFUCG agrees to deduct from the wages of any member the dues as authorized by said member as long as it is a continual or regular deduction, on a form authorized by LFUCG and the Union.

**Section 4.** Union membership dues shall be transmitted to the Treasurer of the Union by the fifteenth (15th) day of the succeeding month after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) calendar days prior to the initial deduction, for the next twelve-month operating cycle.

**Section 5.** The check-off of regular union dues shall be made only on the basis of written authorization signed by the individual employee from whose pay the dues will be deducted, on a form authorized by LFUCG and the Union.

- A. The Union shall indemnify and save harmless LFUCG against any expense or liability, including attorney fees that may arise out of or by reason of the deduction of Union dues. In the event LFUCG should be held liable or responsible for repayment of moneys paid to the Union pursuant hereto, the Union shall reimburse said moneys to LFUCG. These provisions shall be interpreted insofar as possible in a manner consistent with applicable federal statutes or case law.
- B. Notwithstanding the above, the parties agree to comply with state law regarding union membership and the withholding of union dues, fees, assessments, or other similar charges. In the event it becomes legal to do so, LFUCG acknowledges AFSCME's right to collect fair share fees.

## ARTICLE 7

### UNION BUSINESS

**Section 1.** The Union may select not more than two (2) members and the Union President to represent the Union in the negotiation of collective bargaining agreements for Community Corrections with LFUCG during working hours without loss in compensation. One alternate may be identified at the beginning of negotiations who may substitute for one of the Union members as necessary. The persons so designated shall be allowed a reasonable time off, not to exceed eighty (80) hours each without loss of compensation to prepare proposals, collect data, and meet with counsel and or committee members or consultants for the purposes of expediting good faith negotiations. The Union shall provide fourteen (14) calendar days prior notice to the Director of Community Corrections of the dates and times needed to conduct such business. LFUCG and the Union may mutually agree to waive such notice. The parties shall act in good faith to request and allow scheduled time off under this section as most convenient to the parties.

**Section 2.** One (1) paid Union representative may attend grievance meetings with management. In addition to the Union representative, one (1) additional party (excluding family members) as an unpaid observer and the named grievant may attend. The attorney for the grievant may attend in place of the unpaid observer, but at no time shall the number of Union representatives, including the named grievant, exceed three (3) persons. The amount of time spent on such activities shall be reported within ten (10) calendar days to the Director of Community Corrections.

**Section 3.** The Union may select no more than one (1) representative from the Lieutenants and Captains bargaining unit recognized herein who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly without loss in compensation. The Union will submit in writing the name of its representative to the Director of Community Corrections not later than fourteen (14) calendar days before the time when the expected leave will be taken. The Union shall provide written notification to the Director of Community Corrections of any Union representative substitution/replacement. The amount of time spent on such activities shall be reported in writing within ten (10) calendar days to the Director of Community Corrections.

**Section 4.** The President of the Union, when an active bargaining unit member of LFUCG Division of Corrections, or his designee shall be authorized leave to attend conventions, seminars, meetings, and other business of the Union for a period of fifteen (15) calendar days in one (1) fiscal year (taken in hourly increments). Above referenced leaves must be pre-approved by the member's bureau manager with forty-eight (48) hours being the standard for notification; however, it is understood that some time parameters might be shorter on a case by case basis. Approval shall not be unreasonably withheld. In addition, after the expiration of the authorized fifteen (15) calendar days of paid leave time, the President of the Union or his designee shall be allowed to use his accumulated vacation, holiday or compensatory leave time to attend the aforementioned Union gatherings. The President of the Union may meet with the Director regarding Union business without having to use the paid leave time described in this section.

**Section 5.** The Director shall authorize leave with pay for one (1) duly elected delegate, who is an active sworn employee of LFUCG Division of Community Corrections to attend the Union's national elections, Kentucky elections, Kentucky general membership meetings, and Kentucky board meetings

**Section 6.** LFUCG agrees to provide the Union designated space on available bulletin boards upon which the Union may post notice of meetings, announcements, or Union information. The Union further agrees that it shall not post any material which would be derogatory to any individual, LFUCG, Lexington Division of Community Corrections, Commonwealth of Kentucky, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign election meetings of the Union. All notices of the Union shall consist of items in good grammar and taste and shall be signed by the President and/or Secretary of the Union. Copies of any material so posted shall be furnished to the Director of Community Corrections or his designee at least twenty-four (24) hours prior to posting. LFUCG

may remove any material which is not authorized by the Union. LFUCG shall determine the quantity and size of all bulletin boards. The locations of the bulletin boards shall be mutually agreed upon. In addition the Union shall be permitted to send LFUCG email for the exact same purposes and under the exact same restrictions it uses bulletin boards.

**Section 7.** The parties agree that they will each pay one-half (1/2) of the cost of the printing of this Agreement.

## ARTICLE 8

### SENIORITY

**Section 1.** Seniority of a member shall commence on the date of promotion to the position of the higher rank. Should a member demote, seniority in the lower rank shall include all time served in the higher rank and be considered continuous as seniority in the lower rank. At no time will seniority from a lower rank count as seniority in a higher rank. All time served in the appointed position of Bureau Manager shall count as seniority in the permanent rank of the appointed member.

- A. In the case of ties, should all service time in grade at supervisory levels be equal, the tie will then be broken by years in service. Years in service shall be defined as the total amount of time an employee has been employed by the Division of Community Corrections. If a member has a break in service, but returns to work within one (1) year as provided in Section 2 D. below, years in service will include all time of employment by the Division of Community Corrections.
- B. Should the tie remain unbroken, the tie shall be broken by the birth date (i.e. day, month, year).

**Section 2.** Seniority shall be considered continuous unless the member:

- A. Is discharged for cause.
- B. Is laid off for more than two (2) years.
- C. Fails to return to work within thirty (30) calendar days without just cause after recall subsequent to a lay-off.
- D. Voluntarily resigns, unless at the sole discretion of LFUCG, a member returns to work within one (1) year after voluntary resignation, his or her seniority shall be deemed continuous, less such time as he or she was not a member of the Division of Community Corrections.

**Section 3.** Upon request, LFUCG shall annually furnish the Union a seniority list upon request based on this Article.

## ARTICLE 9

### ASSIGNMENTS

**Section 1.** Bureau and/or Unit assignments affecting Lieutenants and Captains will be made by the Director of Community Corrections based on the needs of the facility. Letters of interest may be accepted by the Director from members; however, they shall not determine which candidate is selected.

**Section 2.** The following positions other than those in the assignments as prescribed above shall be filled as provided in this section.

- A. A member applying for a vacancy in a part-time specialized team (i.e., Honor Guard and CERT) will be selected by means of the most senior qualified individual.
- B. All positions in A. above shall be posted Division-wide for a period of no less than fifteen (15) calendar days.

**Section 3.** Transfers

- A. The transfer of a member is the movement from one position or task assignment to another position or task assignment within the Division. Transfers at the rank of Lieutenant and Captain will be made by the Director of Community Corrections based on the needs of the facility.
- B. A member shall be notified by the Director of Community Corrections or designee of the intended involuntary transfer by five (5) calendar days written notice setting forth with specificity the reason for said transfer, unless the Director, in his sole discretion, declares an emergency or a member agrees to waive the five (5) calendar days notice. The written notification of transfer shall set forth the specific factual basis which constitutes the reason for the transfer, A member who suffers a severe hardship as a result of a shift change may, however, request an extension of up to fourteen (14) calendar days from the scheduled date of transfer.

## ARTICLE 10

### PROMOTIONAL VACANCIES

**Section 1.** A vacancy shall be deemed to exist when a position in the Division is vacant due to demotion, termination, death, resignation, retirement, promotion or creation of a new position. If it is determined that a position is not to be filled, LFUCG shall provide written notice to the Union within thirty (30) calendar days after a vacancy occurs.

**Section 2.** The Director will notify the Union of intent to promote within thirty (30) calendar days after the vacancy occurs. The vacancy will be filled within ninety (90) calendar days of the Director's notice of intent to promote. Should a Captain position become vacant, the director shall appoint a Lieutenant to the acting position no later than forty-five (45) calendar days after the vacancy. Should a Major position become vacant, the Director shall appoint a Captain to the acting position no later than forty-five (45) calendar days.

**Section 3.** An applicant for the position of Captain must have completed one (1) year of satisfactory active service (no disciplinary action of a written reprimand or higher in the last 12 months) in the grade of Lieutenant on the filing deadline date.

**Section 4.** Promotions to the position of captain shall consist of two (2) phases: a written examination and an oral interview. Points given for the written exam will be based upon the raw score. Points given for the oral interview will be based upon standardization. Each will be weighted equally. The aggregate score for promotional purposes will be the total of the two (2) scores.

The written examination shall be administered by the Division of Human Resources or their designee as agreed to by the Directors of Human Resources and Community Corrections. Upon request, the LFUCG will meet with the Union regarding the administration of the test.

A complete listing of the scores from the written examination shall be posted within five (5) calendar days following the return of the results of the written examination. Challenges to test questions shall be made on the day of testing. The Division of Human Resources will respond to any challenges within five (5) calendar days of receipt. Final scores will be posted within seven (7) calendar days after the return of the examination results.

**Section 5.** Members of the Oral Interview Board shall be the same for all applicants for any one rank. There shall be no discussion of each candidate and each candidate shall be independently ranked by each rater.

The Oral Board shall consist of the following members:

- A. The Director of Community Corrections or his designee.
- B. An officer from the Division of Community Corrections of a rank of Captain.
- C. The Director of Human Resources or his designee.
- D. Two Criminal Justice professionals not associated with LFUCG.

The Director of Human Resources or his designee shall post the oral interview scores no later than ten (10) calendar days following the completion of interviews.

**Section 6.** The Director of Human Resources or his designee shall compile a composite score of the written examination and the oral interview. This composite score shall be

the only score used to rank candidates for promotion from the official eligibility promotion list. Upon posting of this final list, the candidates shall be listed by name. Should the composite score of any candidates be equal, seniority shall prevail.

**Section 7.** A promotional vacancy in the rank of captain shall be filled by one of the five (5) top ranking candidates by the Director. The Director, at his discretion, may interview the candidates. The Director's recommendation for promotion shall be forwarded through the appropriate channels.

**Section 8.** Suspension without pay of an applicant/candidate for promotion within one (1) year of the application deadline shall be cause for removal from the promotional process.

**Section 9.** The final eligibility list of applicants for promotion to captain shall remain in effect for one (1) year unless abolished by the Director. In the event an eligibility list is exhausted, nothing shall preclude LFUCG from initiating a process to establish a new list. The new list would remain in effect one (1) year from the date of certification unless abolished sooner.

**Section 10.** Any and all documents utilized during the promotional process, which are not protected from disclosure by law, shall be open to inspection by the designated Union Counsel upon reasonable advance notice.

**Section 11.** Every Lieutenant and Captain shall serve an initial probationary period of twelve (12) months from the date of promotion.

## ARTICLE 11

### GRIEVANCE PROCEDURE

**Section 1.** A grievance is a difference or dispute between a member and LFUCG regarding the meaning, interpretation or application of the express terms of this Agreement or a disciplinary action. The purpose of this grievance procedure is to settle all grievances as quickly as possible to ensure efficiency and promote employee morale. All grievances must be signed by the union president or a bargaining member who believes that he or she has suffered as a result of the violation of the terms of this Agreement.

**Section 2.** Discipline greater than or equal to a written reprimand shall be grievable. Grievances of written reprimands shall begin at Step 2 of this procedure. Grievances of a suspension or dismissal shall begin at Step 3 (Human Resources) of this procedure as provided in Article 14. For non-grievable disciplines a letter of disagreement may be filed by the Union with LFUCG and placed in the employee's file within thirty (30) calendar days from the date of the disciplinary action.

**Section 3.** A grievance is presented when it is written on the form attached as Appendix D and delivered to the designated Bureau Manager (Major) or designee by an official

representative of the Union. Submission of an incomplete, untimely or improperly completed form does not constitute adequate notification that a grievance is being filed. A grievance is considered to be adequate upon presentation unless notice is given at time of presentation. Any dispute concerning the interpretation or application of an express provision of this agreement shall be subject exclusively to this grievance procedure. Only the Union may file a grievance as the representative of any member(s) of the bargaining unit.

**Section 4.** One (1) paid Union representative and the named grievant may attend the grievance meetings. The attorney for the grievant may attend, but at no time shall the number of Union representatives, including the grievant exceed three (3). Unless otherwise specified, all time limits specified herein shall be calendar days. The following rules for the presentation and solution of grievances are prescribed:

- Step 1 Bureau Manager (Major): The grievance shall, within ten (10) calendar days of the grieved event, be presented to the Bureau Manager (Major) or the designated commander by personal delivery with a signature acknowledging receipt, who shall meet and discuss the grievance with the Union Representative within fourteen (14) calendar days after the date presented. The Bureau Manager (Major) or the designated commander shall give a written answer documenting the result of the meeting to the Union Representative within ten (10) calendar days following the meeting. If the Union fails to file a grievance within ten (10) calendar days the event may not be grieved. If the Bureau Manager fails to schedule a meeting within fourteen (14) calendar days or fails to issue a written response within ten (10) calendar days of the meeting, the grievance shall be automatically advanced by LFUCG to the next step of this grievance procedure.
- Step 2 Director of Community Corrections: If the Union is not satisfied with the answer obtained in Step 1, the Union Representative may appeal in writing within ten (10) calendar days to the Director of Community Corrections or his designee. The appeal must be presented by personal delivery to the Director of Community Corrections or his designees with a signature acknowledging receipt. The Director of Community Corrections or his designee shall arrange for a meeting within fourteen (14) calendar days and shall respond in writing to the Union representative within ten (10) calendar days of the meeting. If the Union fails to file an appeal within ten (10) calendar days the event may not be grieved. If the Director fails to schedule a meeting within fourteen (14) calendar days or fails to issue a written response within ten (10) calendar days of the meeting the grievance shall be automatically advanced by LFUCG to the next step of this grievance procedure.
- Step 3 Director of Human Resources: If a mutually satisfactory settlement cannot be reached at Step 2 within ten (10) calendar days from the receipt of the written response from the Director or his designee, the Union representative and or legal representative shall present the grievance in writing to the Director of Human Resources. The grievance must be presented by personal delivery to the Director of Human Resources with a signature acknowledging receipt. The Director of

Human Resources or his designee shall make a determination in writing within thirty (30) calendar days from the date of receipt of the grievance. If the Union fails to present the grievance within ten (10) calendar days the appeal to the Director of Human Resources shall be deemed waived. If the Director of Human Resources fails to issue a determination in writing within thirty (30) calendar days of the presentation of the grievance the grievance shall be automatically advanced to the next step of this grievance procedure, unless the parties agree otherwise.

#### Step 4 Advisory Arbitration:

- (a) If the Union is not satisfied with the answer obtained in Step 3, it may, within seven (7) calendar days after receipt of the Step 3 answer, seek arbitration by notifying LFUCG in writing of its intent to proceed to advisory arbitration. A panel of seven (7) arbitrators from the Kentucky Department of Labor or the American Arbitration Association (AAA) who have offices in Kentucky or in states contiguous to Kentucky shall be requested by the Union, with notice to LFUCG, within twenty-one (21) calendar days of the notification date. Failure to do so shall result in the grievance being denied.
- (b) An arbitrator shall be selected by the Union and LFUCG by alternately striking a name from the panel submitted by the Kentucky Department of Labor or the American Arbitration Association (AAA) with the side striking first determined alternately. The parties shall meet for the purpose of striking names from the panel within fourteen (14) calendar days of receipt by both parties of the panel from which an arbitrator is to be selected. After an arbitrator is selected, both parties shall use their best efforts to schedule a hearing within a reasonable time.
- (c) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witnesses, and expenses such as wages of participants, preparation of briefs and data to be presented to the arbitrator, shall be borne by the party incurring the expenses.
- (d) The arbitrator's fee and expenses and cost of any hearing room shall be shared equally by each party.
- (e) The powers of the arbitrator are limited as follows: The arbitrator shall have no jurisdictional right to alter, amend, modify, disregard, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to him and shall confine his decision to a determination of the facts and an interpretation and application of this Agreement. The arbitrator may consider and decide any pre-hearing dispositive motion

without conducting a hearing on the matter, provided the arbitrator receives the motion at least twenty-one (21) days before the hearing date. If either party decides not to represent itself during the arbitration, that party shall bear all cancellation costs.

- (f) The decision and/or the award of the arbitrator shall be Advisory.

**Section 5.** If a grievance is not presented within the time limits set forth in this article, the grievance shall be considered resolved according to the most recent grievance response and dismissed. If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be settled on the basis of LFUCG's last answer. LFUCG shall file a written answer to the grievance or appeal thereof within the time limits set forth herein or the grievance will be automatically advanced to the next step. The time limits in each Step may be extended by mutual written agreement of LFUCG and the Union representative involved in each Step. It is agreed that grievance settlements reached at the first or second step of the procedure are not precedent setting to either party.

**Section 6.** The procedure contained in this article is the sole and exclusive means of resolving all disciplinary actions and/or grievances arising under this Collective Bargaining Agreement.

**Section 7.** LFUCG and its representatives agree that it shall not attempt to bring about a settlement directly with a bargaining unit member on any grievance referred to the Union after it has received notice from the Union that it shall be representing the bargaining unit member.

## ARTICLE 12

### DIVISION ORDERS AND STANDARD OPERATING PROCEDURES

**Section 1.** LFUCG has the right to promulgate rules and regulations, including disciplining members, not inconsistent with the express provisions of this Agreement.

**Section 2.** No changes in Operation Orders, policies, rules, regulations, Standard Operating Procedures, and the like of the Division of Community Corrections shall be effective until they have been posted on bulletin boards and forwarded to the Union for a period of ten (10) calendar days prior to the effective date subject to the terms of Article 3.

**Section 3.** A member shall be bound by any change in Operation Orders, policies, rules, regulations, Standard Operating Procedures, and the like, upon receipt thereof; receipt shall be verified by signature, or via email, which the member shall be required to give upon receiving the change.

**Section 4.** A grievance concerning the interpretation or application of an express provision of this Article shall be presented by a bargaining unit member to his or her Bureau Manager (Major) or the designated commander by personal delivery, with a signature

acknowledging receipt within fourteen (14) calendar days of the implementation date of any change in Operational Orders, policies, rules, regulations, or Standard Operating Procedures.

## ARTICLE 13

### HEALTH AND SAFETY/UNIFORMS

**Section 1.** The Division will take precautions to safeguard the health and safety of members during their hours of work and maintain standards of safety and sanitation, and the Union and all members shall cooperate in all matters concerning health and safety.

**Section 2.** No member shall be required to work in excess of sixteen (16) hours consecutively (excluding drive time), provided, however, a member may waive this section. This section shall not apply in exigent circumstances as determined by the Director.

**Section 3.** The Division will make available on a twenty-four (24) hour basis the following equipment: Bio Hazard kit items; OC canisters; and all necessary equipment and supplies for sanitizing Division equipment. A member shall be permitted to obtain said equipment with the permission of the member's commanding officer.

#### **Section 4.** Uniforms / Equipment

- A. All uniforms and any other equipment provided by the Employer shall remain the property of the employer.
- B. Bargaining Unit members shall receive a uniform allowance of Twelve Hundred Dollars (\$1200.00) per year with one-half (\$600.00) being paid in January and one-half (\$600.00) being paid in July for replacement of uniforms and other miscellaneous items as per the Quartermaster Program as necessary due to normal wear and tear. In addition, bargaining unit members shall be eligible to receive replacement uniforms where the item in question has been damaged or destroyed in the performance of the bargaining unit member's duties and not as the result of normal wear and tear. The Director of the Community Corrections or his designee shall have complete discretion to determine whether items were damaged or destroyed as a result of normal wear and tear or in the performance of the bargaining member's duties.
- C. LFUCG shall provide uniforms through a Quartermaster program.
- D. It is the employee's responsibility to acquire the necessary uniform items from the quartermaster program or otherwise and present themselves properly attired for work under division policies. The LFUCG shall have no obligation to provide "in store" access to members during scheduled work hours or to have any obligation to pick up or deliver uniform items.

- E. Uniform items available to employees under the quartermaster program shall be in according to Division of Correction regulations.
- F. In the event an employee's uniform allowance is exhausted during the fiscal year and said employee needs or is required to purchase a uniform item(s) the employee shall be responsible for acquiring the uniform item(s) at their own expense
- G. All Members shall receive a monthly uniform maintenance and care allowance of seventy-five dollars (\$75.00), which shall be paid to the Member on the first pay period of each month.
- H. Upon separation of employment with the Division of Community Corrections for any reason all official equipment provided by the Division and uniforms that contain or has contained the Division of Community Corrections insignia or badges shall be returned to the division. The value of any items provided by the Division not returned shall be deducted from the employee's final paycheck.

**Section 5.** Members may be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical fitness for duty. The standard for physical fitness will be the LFUCG approved position description for each position. Results concerning any fitness for duty issues will be submitted and disclosed pursuant to Article 15 of this Agreement.

**Section 6.** All members subject to section 7 of this article shall receive fifty dollars (\$50.00) per month reimbursement.

**Section 7.** All members as designated by the Director who have an expectation of being contacted off duty shall be required to have their personal cellular telephone available and operational while off duty. Such members shall be required to contract for their personal cellular telephone with the government's provider and shall be eligible for the government's basic plan and any vendor provided free telephone, provided however, a member who has a personal cellular telephone plan with a service provider different from the government's provider as of the date of this Agreement may elect to continue with said plan. Members may choose any additional options or plans for their own personal use but any additional costs over the monthly subsidy allowance shall be at the member's personal expense. Members shall be required to provide the Division of Community Corrections with their personal cellular telephone number. The Division shall treat these numbers as personal confidential information, use the numbers only for operational purposes, and not release the numbers to the general public.

## **ARTICLE 14**

### **DISCIPLINARY PROCEDURES**

**Section 1.** It is agreed that LFUCG has a right to discipline members only for just cause. Except as otherwise indicated in this Article, the disciplinary code that shall be used as a

guideline for this Article shall be the current published disciplinary code for all LFUCG employees as found in the Employee Handbook. This code is subject to amendment and/or change. A copy of the current code is appended to this contract as Appendix A.

**Section 2.** Discipline is defined as: oral warning, written reprimand, suspension, demotion (which can occur for an employee with a history of two or more instances that are related to a deficiency in supervising subordinates) or dismissal. Coaching and counseling sessions are not disciplinary actions.

**Section 3.** LFUCG shall not take any disciplinary action against any member for any non-criminal act or violation after the expiration of a forty-five (45) calendar day period from the date on which such violation or act occurred, unless it can be shown that LFUCG was not aware that a violation or act occurred or the matter is the subject of an open investigation. Once an investigation is completed, LFUCG shall make effort to issue discipline within forty-five (45) calendar days of the completion of the investigation.

**Section 4.** After delivery of the proposed discipline, the Director or his designee shall meet with the member and, if requested, a Union representative. The member has five (5) calendar days to schedule a meeting with the Director or designee, and the Director or designee will set a meeting with the member within ten (10) calendar days. At the meeting the member shall be advised of the level of discipline proposed to be issued. The member and/or the Union representative shall be given the opportunity to present the member's side of the matter and any materials relating to the violation he wants the Director to consider prior to issuing discipline. If the member does not attend the meeting with the Director, discipline shall be issued and shall be final.

**Section 5.** Disciplinary Action

- A. Discipline will be physically presented when practical. The date physically presented shall be considered the date that the discipline was received. LFUCG may issue the discipline by sending a written copy of the discipline via certified mail to member's last provided mailing address of record. Five calendar days after the date postmarked shall be considered the date that the discipline was received (for purposes of employee receipt only).
- B. Upon receipt of the discipline by the member, the grievance and arbitration procedure set forth in Article 11 (Grievance Procedure) may be invoked by the Union. For suspensions and dismissals, the grievance shall begin at the level of the Human Resources Director (Step 3 of the Grievance Procedure) and shall proceed as provided in Article 11. For written reprimands the Grievance Procedure shall begin at the level of Director (Step 2).

**Section 6.** Upon written request of the member, coaching and counseling sessions shall be removed from the member's record twelve (12) months from the date of the entry, unless there is intervening discipline. Upon written request of the member, oral warnings shall be removed from the member's record twelve (12) months from the date of the entry, unless there is

intervening discipline. Upon written request of the member, written reprimands shall be removed from the member's record twenty-four (24) months from the date of entry, unless there is intervening discipline. Suspensions shall be removed from the member's record thirty-six (36) months from the date of the entry, unless there is intervening discipline.

**Section 7.** Any member charged with or under indictment for a crime who is not yet disciplined or discharged by the LFUCG may be placed on leave of absence without pay until resolution of the court proceedings. A member may use accrued but unused vacation or holiday time during the leave. In the event that a member is placed on unpaid leave while his or her criminal case is pending, upon conviction of any crime, the member shall remain on unpaid leave pending the resolution of a related disciplinary action. This provision shall not prevent an award of backpay and benefits from the initial date of unpaid leave in the resolution of the disciplinary action. A member found guilty by the trial court of a felony, violent misdemeanor, or crime involving sexual deviance may be summarily discharged at the Director's discretion, and shall have no recourse through the grievance or arbitration procedures. A member found not guilty of the charges may be subject to discipline pursuant to the terms of this Article.

## ARTICLE 15

### PERSONNEL FILES

**Section 1.** Personnel files and any other employee files and records are the sole responsibility of the LFUCG.

**Section 2.** LFUCG's responsibilities for employee files include upkeep, retention, and production. Purging of files will be completed upon written request made by the member.

**Section 3.** LFUCG shall maintain employee confidentiality to the full extent permitted by law and access to a members personnel records shall be restricted to the following:

- A. Member who is the subject of the file or authorized (in writing) representative may review their own records upon request.
- B. Member's supervisor.
- C. Director and/or designee.
- D. Director of Division of Human Resources and/or designee.
- E. Member of the Department of Law

**Section 4.** No file, record or content therein of which a member has not been previously advised will be utilized against the member for matters of discipline.

**Section 5.** LFUCG shall follow retention schedules for employee files that comply with applicable laws and regulations. In the event a subpoena or Open Records Request is served on LFUCG, it shall immediately notify the member and/or the Union.

## **ARTICLE 16**

### **RESIDENCY**

No member shall be required to live in Lexington/Fayette County.

## ARTICLE 17

### MILITARY LEAVES

LFUCG shall provide military leave according to State and Federal law.

## ARTICLE 18

### LEGAL PROTECTION

**Section 1.** LFUCG shall provide for the defense of a Member in any civil action arising out of an act or omission occurring within the scope of his employment. A Member shall be represented by the Department of Law, private counsel employed through the Department of Law, or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, when a claim is made against him as an individual for money damages, for personal injury, or property damages resulting from the good faith performance of his official duties, whether suit may or may not be pending on the claim at that time, even if the claim arises from acts performed by the Member prior to the effective date of this Agreement, and even if the claim is not presented until the Member has left the position currently held.

**Section 2.** If a settlement of a claim is made or a judgment is rendered against a Member and that Member was either represented by the Department of Law, private counsel employed through the Department of Law or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, that settlement or judgment shall be paid by LFUCG in accordance with the procedures, discretion, and determination vested in the Department of Law. Provided, however, LFUCG's responsibility under this Agreement to indemnify a Member shall not include any duty to pay punitive damages.

**Section 3.** Upon receiving service of a summons and complaint in any civil action brought against him or a notice of a claim to be made, a Member shall, within five (5) calendar days of receipt, give written notice of such action, including a copy of the summons and complaint, to the Department of Law.

**Section 4.** LFUCG may refuse to pay a judgment or settlement in any action against a Member, or if LFUCG pays any claim or judgment against any Member pursuant to Section 2 of this Article, it may recover from such Member the amount of such payment and the costs to defend if it determines that:

- A. The Member acted or failed to act because of fraud, malice, or corruption; or
- B. The action was outside the actual or apparent scope of his employment; or
- C. The Member was willfully negligent or malicious; or

- D. The Member willfully failed or refused to assist the defense a the cause of action, including the failure to give notice to LFUCG pursuant to Section 4 of this Article; or
- E. The Member compromised or settled the claim without the approval of LFUCG; or
- F. The Member obtained private counsel without the consent of the Department of Law, in which case, LFUCG may also refuse to pay any legal fees incurred by the Member.

**Section 5.** No provision of this Article shall in any way be construed to abrogate the defense of sovereign immunity, official immunity, or governmental immunity.

## **ARTICLE 19**

### **COURT PAY**

**Section 1.** In the event that an active member is required to personally meet with attorneys, perform other related preparation as directed by the attorney in a duty-related matter, appear to testify in Court or in a legislative or administrative proceeding outside of his regularly scheduled work hours, he shall accrue a minimum of two (2) hours compensatory time or for the actual time spent for such appearance if more than (2) hours.

**Section 2.** In order to claim pay under Section 1, of this Article, the Member must document that he was testifying as to matters involving his employment with LFUCG. Such pay is not available when testifying about matters related to off-duty employment or other non-work related matters or for any time related to preparation, testimony, or appearances in any legal proceeding initiated by a member against LFUCG. Pay under this article may be authorized for a member's participation in a non-work related criminal matter arising from exercise of his arrest authority at the discretion of the Director.

**Section 3.** A Member shall be granted leave with pay in order to serve on a duly impaneled jury of any court. When on jury duty, the Member must report for work if he is excused by the court for part of the day or for one (1) or more full days. When the jury duty is over, the Member must submit a copy of his jury duty check stubs to his supervisor who shall forward the information to the payroll coordinator for verification that the Member served on jury duty for the number of days of leave that the Member was granted.

## **ARTICLE 20**

### **ACTING PAY**

Upon being placed into an Official acting assignment, a Lieutenant assigned to work in an acting capacity as a Captain shall immediately be paid at the minimum rate established for the Captain. A member shall have the option to refuse working in an acting capacity.

Upon being placed into an Official acting assignment, a Captain accepting an acting assignment as Major shall begin such assignment on a Monday, the beginning of a workweek, and shall receive the pro-rated weekly stipend amount for each full-week serving in that capacity. A Captain will not receive any stipend for any partial week serving as acting Major. A member shall have the option to refuse working in an acting capacity.

A member can only be placed into an Official acting capacity after receiving the Official appointment from the Director in writing.

A member in an acting assignment will receive credit for time in service in his own permanent position and not in the acting assignment.

## **ARTICLE 21**

### **PAID AND UNPAID LEAVES**

#### **I. VACATION AND HOLIDAY LEAVE**

##### **Section 1. Annual Vacation/Holidays**

Effective upon ratification of this Agreement by the LFUCG, full-time Members are eligible to receive annual vacation/holiday time with pay as provided in the schedule set forth below with years of service defined as in Article 8, section 1A.

##### **Vacation**

<b>Years of Service</b>	<b>Monthly Leave Earned</b>
1 through 10 years	10 hours / month
10 years or higher	14 hours / month

##### **Holidays (8 hours/day unless otherwise specified)**

Independence Day	New Years Day
Martin Luther King Jr.'s Birthday	President's Day
Memorial Day	Christmas Day
Christmas Eve Day	Labor Day
Juneteenth	Veterans Day
Thanksgiving (Thursday and Friday)	

In addition, at the beginning of each fiscal year, each employee shall be granted sixteen (16) hours of swing holiday leave, which may be taken at any time during the fiscal year in accordance with the requirements of this agreement.

- A. The following is the agreed process for requesting vacation time:
1. Members may submit requests for vacation/holiday no sooner than twelve (12) months nor later than twenty-four (24) hours prior to the requested date. The employees request shall be granted/denied based on availability. A supervisor shall not deny a request of four (4) hours or more if adequate personnel are scheduled to work their requested time frame at the time the leave request is made. Any request of less than four (4) hours must be approved at the discretion of the employee's supervisor. Members may only apply for leave they have already accrued in their leave bank.
  2. Management reserves the right under Article 3 to adjust or change vacation /holiday schedules due to extreme and exigent circumstances.
- B. A Member may request up to four (4) hours of leave with pay to donate blood during regular work hours at any licensed blood center certified by the Food and Drug Administration. A Member requesting leave shall obtain approval from his Bureau Manager or his designee prior to approval prior to the donation and must submit verification of blood donation or deferral upon return to work. There is no limitation on the number of times a Member may donate other than that imposed by the blood donation centers usually no more than six (6) times per year.
- C. The Bureau Manager, or his designee, may authorize up to four (4) hours of personal leave with pay annually to participate in community projects that are not directly work related. Community projects leave time cannot be accumulated or paid out at retirement or termination.
- D. Annual vacation/holiday accrual is cumulative to the extent set forth herein. Accrued annual vacation/holiday cannot exceed three hundred and twenty-five (325) hours and any vacation/holiday in excess of this amount must be taken by December 31 of any calendar year. Once the rank of Lieutenant is reached, the annual rate of vacation/holiday that can be carried over will be 400 hours. Upon separation of service (i.e. retirement, termination, resignation), a Member shall be entitled to receive reimbursement for accrued annual vacation/holiday. Payment for vacation/holiday shall be based on the Member's regular rate of pay.

**Section 2.** Vacation and holiday leave may be taken in six (6) minute increments, (consistent with the KRONOS system) except that all vacation and holiday leave must exceed a minimum of four (4) hours in each instance unless otherwise approved by the employee's commanding officer. Leave in excess of four (4) consecutive weeks may be granted at the sole discretion of the Division Director or his designee.

**Section 3.** If the LFUCG deducts leave usage from a member's leave bank, and the member is entitled to have that leave restored, the LFUCG shall restore the leave within two pay periods of the decision to restore.

## **II. LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence may be granted to maintain continuity of service in instances where unusual and unavoidable circumstances require a member's absence. Leaves are granted on the assumption that the member will be available to return to regular employment when the conditions necessitating the leave permit.

The duration of each leave of absence will depend upon each circumstance and the recommendation and approval of the Director of Community Corrections, but shall not exceed one hundred eighty (180) calendar days. The leave of absence is considered a privilege. Granting of leaves of absence will be administered with utmost discretion, taking into account the member's service record and the circumstances necessitating the request. Intended period of absence from work must be indicated.

Never will a leave of absence be authorized to permit a member to engage in gainful employment other than mandatory military service. When the need to be absent is known, the member will be expected to advise the Director of Community Corrections in writing at the earliest possible time. Absence without reason may result in disciplinary action. The giving of false reasons for an absence shall result in disciplinary action. Leaves of absence will not interrupt service time. The member shall be returned to the same, or equal employment, unless circumstances of the agency have so changed as to make it impossible or unreasonable to do so. Leave of absence shall be without pay and benefit accrual. A condition precedent to a request for a leave of absence requires a member to have exhausted all vacation, holiday, compensatory and approved sick leave benefits.

## **III. SICK LEAVE**

**Section 1.** Sick leave with pay shall be granted to a member when he is unable to perform his duties because of his sickness or injury or that of an immediate family member. The immediate family of the member for purpose of this section shall include parents, spouse, children, and domestic partners (as defined by LFUCG policy). Sick leave may be taken in six minute increments, (consistent with the KRONOS system), except that all sick leave must exceed a minimum of four (4) hours in each instance unless otherwise approved by the member's commanding officer.

**Section 2.** A member who is unable to report for duty because of illness, injury, prescribed medication or treatment shall immediately notify his commanding officer or other competent authority as designated by the Bureau/Unit Commander upon determining the need to be absent from duty. This notification should be made at least one (1) hour prior to the scheduled reporting time.

### **Section 3. Medical Statement**

Sick leave is granted by LFUCG in order to prevent undue hardship to the member. It is not to be considered as or used as personal time or vacation time. Sick leave may be used only for the purposes stated in this policy. Any abuse of sick leave, including falsification of sick leave records in violation of policies established by LFUCG or any patterned use of sick leave shall be sufficient cause for discipline. A regularly scheduled course of medical treatment for the member pre-approved by the LFUCG which is verifiable by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a "patterned use." Application by a member for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action.

LFUCG reserves the right to require a doctor's note for the use of any sick leave by a member if abuse or a pattern of abuse is suspected.

Proof of abuse of paid sick leave privileges may constitute grounds for disciplinary action including dismissal. The Director may consider doctors' notes when assessing a Member for discipline regarding any abuse of sick leave.

**Section 4.** Sick leave shall be accrued at a rate of ten (10) hours per month. Sick time may be accumulated up to six hundred (600) hours. Once a member has accrued six hundred (600) hours of sick time, any amount of time exceeding the six hundred (600) hour cap shall be paid to the member at his regular rate of pay, by separate check, on the second pay period in January of each calendar year.

**Section 5.** Members who have accumulated more than 480 sick hours are permitted to participate in the LFUCG sick bank program, contributing up to 40 hours to a fellow LFUCG employee in need.

## **IV. FAMILY AND MEDICAL LEAVE (FMLA)**

Family and Medical Leave can be used in a manner that is consistent with the Family and Medical Leave Act, as amended, according to the LFUCG Family and Medical Leave Act Policy. The member must use all accrued sick, vacation, holiday, and/or compensatory leave, after which the remaining leave will be without pay.

## **V. BEREAVEMENT LEAVE**

**Section 1.** A Member will be able to use up to three (3) days of Bereavement Leave time for a death for the following listed immediate family members. Bereavement Leave will be treated as a permitted absence without loss in pay for purposes of arranging or attending funeral services or settling an estate. Additional time for bereavement leave may be granted using sick, holiday, vacation or compensatory time when bereavement leave has been exhausted. Bereavement Leave may be used in hourly increments and is not required to be taken consecutively. Bereavement leave will be granted for the following family members: Parents, Step-parents, Spouse, Spouse's Parents, Children, Step-children, Foster Children, Siblings, Step-

siblings, Half-siblings, Brother-in-law, Sister-in-law, Grandparents, Spouse's Grandparents, Grandchildren, Great-Grandparents, and domestic partners (as defined by LFUCG policy).

**Section 2.** A member will be able to use up to one (1) day of Bereavement Leave time for a death of the following: Aunt, Uncle, First Cousin, Niece, or Nephew (this does not include "in-law" or "step-relationships").

## **VI. COMPENSATORY TIME**

**Section 1.** Compensatory time will be accrued on an hour for hour basis for all hours worked in excess of forty (40) hours per week with a maximum annual accrual of one hundred twenty (120) hours. Members who have accumulated more than eight (8) Compensatory hours are permitted to donate any amount accrued in 8 hour increments to the LFUCG sick bank program, contributing to a fellow LFUCG employee in need.

**Section 2.** On Call Requirement. Every Captain will be required to be on call and available by telephone one weekend (commencing on Friday at 4 p.m. and ending Monday at 7 a.m.) every 10 weeks, unless sufficient staffing exists to extend the period, which determination shall be made solely by LFUCG. Each Captain shall be required to be on call at the facility in uniform on either Saturday or Sunday for a minimum of 4 hours. While on call, Captains shall tour the facility and be in contact with on duty officers and civilian staff. Captains shall receive 8 hours of compensatory time for each on call rotation served at the facility, plus compensation time for hours actually worked. Scheduling for on call duty will be based upon seniority. Trading of shifts and substitutions will be allowed.

## **VII. VOTING LEAVE**

Members who are eligible to vote in any election in the Commonwealth of Kentucky and are scheduled to work any time during the time voting locations are open, shall be allowed up to one (1) hour of paid time off in order to vote. If members require additional time in order to vote, LFUCG may grant reasonable vacation, holiday, compensatory time off, or unpaid leave not to exceed three (3) hours, in order to vote. Members must request voting leave, paid or unpaid, at least twenty-four (24) hours prior to the requested date. Any Member who exercises this right to voting leave but fails to cast a vote under circumstances which did not prohibit the Member from voting may be subject to disciplinary action.

## **ARTICLE 22**

### **DISABILITY LEAVE AND MODIFIED DUTY**

**Section 1.** Any member who sustains an injury or an illness as a result of a service connected incident must notify their immediate supervisor as soon as practicable after the incident occurs. The supervisor shall complete the appropriate form. It is the responsibility of a member to advise the Director through the appropriate chain of command of an inability to perform all job functions required of active duty status. If a medical authority determines that a

member can perform substitute work (modified duty), the member must work in a modified duty capacity, if so assigned, unless he is in an FMLA status.

**Section 2.** The LFUCG reserves the right to send the member to its chosen medical authority if it believes the conclusion of the member's medical authority is inaccurate. If the medical authorities disagree, the medical authorities must select a third medical authority to examine the member. The conclusion of the third medical authority will govern the employment status of the member. For purposes of this article "medical authority" means a licensed physician or licensed physician's assistant who regularly treats the medical condition at issue. LFUCG shall bear all costs in reference to this section and the member shall be paid for time used to complete medical assessments.

**Section 3.** If the member is medically required to be absent from their job duties and cannot perform substitute work (modified duty) as a result of a service-connected injury or illness, the member must complete a Disability Leave Request Form and submit it to the Director through the chain of command for submission to the Director of Human Resources within ten (10) calendar days of the incident.

**Section 4.** The completed Disability Leave Request form must have the following documentation attached:

- A. A copy of the corresponding First Report of Injury or Illness (IA-1); and
- B. A written statement from a competent medical authority as to the member's specific diagnosis, treatment plan, and your current work activity status.

**Section 5.** Any member who suffers an injury or illness as a result of a service connected injury or illness shall be granted, upon proper investigation and authentication, leave equal to full pay for a period up to twelve (12) months from the date of injury or illness.

The disability leave payable shall be supplementary to any worker's compensation income benefits to which the Member is eligible, but in no case should payments exceed the difference between the Member's worker's compensation benefits and his average weekly earnings as defined in KRS 342.140.

**Section 6.** An injured or ill member shall initially be placed on their own accumulated sick leave, or if sick leave is not available, on vacation or holiday leave for all absences from scheduled work time. Upon an investigation and authentication that the member's injury or illness is the result of a service-connected incident, all sick, vacation, or holiday leave hours that have been used as a result of the injury or illness shall be reinstated. It is the member's responsibility to submit a new Disability Leave Request form with the required supporting documents if the medical authority states that he is unable to perform work in any capacity, past the date for which the disability leave status has been granted. Disability leave status can only be granted for a period of up to twelve (12) months for each injury or illness except as provided in Section 11.

**Section 7.** If, during a disability leave, a competent medical authority determines that the member can perform substitute work (modified duty), he must work in a modified duty capacity, if so assigned, unless he is in a FMLA status. Any return to work is based on a medical statement as to their work limitations, and they must submit the statement to their immediate supervisor for appropriate job assignment.

**Section 8.** A member can remain in a modified duty status for a period of no more than twelve (12) months for each injury or illness, and must submit a statement from a competent medical authority regarding his work activity status during each thirty (30) calendar day period. If the member is on either modified duty status or disability leave status, they must submit a doctor's statement releasing them to full work activities before the member can return to their regular duties.

**Section 9.** When the member has been granted disability leave status, he must refund to LFUCG the amount equal to any Workers Compensation wage payments made to him as a result of the injury or illness in order to be eligible for disability leave status. Any time over ninety (90) calendar days that is spent on disability leave status shall not count toward the member's vacation accrual rate nor shall he accumulate sick leave or vacation leave during such absence from duty. When an official LFUCG holiday occurs, the member shall receive holiday pay but not disability leave pay for that day.

**Section 10.** If the competent medical authority determines that the member has a permanent disability, the member shall apply, if eligible, to the County Employees Retirement System for disability retirement benefits or apply for alternative LFUCG employment. Failure to apply for disability retirement benefits or alternative employment shall terminate the member's disability leave status short of the twelve (12) months and he may resign or his employment shall be terminated.

**Section 11.** All substitute modified duty assignments as a result of a work related injury or illness may be made within any Division of the LFUCG and must conform to the medical instructions indicated on the medical report authorizing the member's leave status.

**Section 12.** The total time in modified duty and disability combined shall not exceed twelve (12) months for the same injury or illness except that this may be extended at the discretion of the Director for up to an additional six (6) months if there is a definitive return to work date provided by the treating physician.

## **ARTICLE 23**

### **DEATH IN THE LINE OF DUTY**

In the event that a Member dies as a result of service connected cause, the LFUCG shall pay to the beneficiary designated by the Member or, in the event there is no designated beneficiary, to the Member's estate, the sum of fifty thousand dollars (\$50,000) subject to applicable withholdings, if any. The payment shall be made in a lump sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Worker's Compensation income benefits, and any Social Security benefits which may be due.

## ARTICLE 24

### HEALTH AND WELLNESS BENEFITS

**Section 1.** Effective as of the execution of this Agreement, employees may elect to be covered by the health insurance plans offered by LFUCG. The options available to employees will include those plans, benefits, and contributions offered by LFUCG.

**Section 2.** Each Member may elect to be covered by the health insurance plans, dental insurance, vision and other plans offered by LFUCG. Any premiums in excess of LFUCG monthly contributions shall be paid by the employee through equal pay period contributions. Effective upon implementation, LFUCG shall contribute \$530.74 per month on behalf of each employee enrolled in the flexible benefit program. LFUCG benefit contribution may be combined by employees to purchase benefits. Members may participate in any options offered to LFUCG employees in health insurance plans, dental insurance, vision and other plans offered by LFUCG.

**Section 3.** If an employee opts not to enroll in the Flexible Benefit Plan or LFUCG monthly contributions exceed premium cost, LFUCG shall contribute the same monthly contributions as set forth herein or the excess contributions, whichever is applicable, to the employee's deferred compensation accounts. However, members must provide proof of alternate medical insurance coverage to request this provision.

**Section 4.** Any member passing away whether on duty or not, shall have all vacation, holiday, and compensatory time paid out at their current rate of pay. These funds upon death shall be paid to the beneficiary listed by the member. If a member has at least five years of service, accumulated sick leave shall be paid out in the same manner.

**Section 5.** The Union shall provide a representative to sit on any group or committee that LFUCG may create related to health care costs and benefits.

**Section 6.** LFUCG anticipates significantly revising its health insurance plan for all employees sometime after the first year of this Agreement. This may result in a need to revise this Article. The Union agrees that, upon request of LFUCG, it will reopen the Health and Wellness Benefits (Article 24) of this Agreement and will continue to negotiate in good faith towards a satisfactory revised Article.

## ARTICLE 25

### LIFE INSURANCE

The LFUCG will provide all Members with a group life insurance plan that contains the following provisions:

- A. \$25,000.00 payment upon death of the insured; and,
- B. \$25,000.00 accidental death and dismemberment insurance.

## ARTICLE 26

### TUITION BENEFIT

Members, with at least one year of Community Corrections service, shall receive reimbursement for the cost of tuition and books for up to \$2000.00 per fiscal year upon verification of successful completion of coursework at a grade of "C" or better for undergraduate courses or at a grade of "B" or better for graduate course work and submission of applicable receipts at an accredited college, university or facility of higher education. Course taken must be job related or as verified as part of a degree program. Verification required for reimbursement will include transcripts and receipts delineating actual costs.

The parties agree that any member who participates by use of the tuition benefit shall be required to continue employment with LFUCG for eighteen (18) months from the last date of reimbursement unless he repays LFUCG for any funds received for the tuition benefits under this Article within that eighteen (18) month period. It is agreed that such payment shall be deducted from the final payout to the employee if not otherwise arranged.

## ARTICLE 27

### EDUCATIONAL INCENTIVE

**Section 1.** Annual education incentive pay will be paid to members as follows:

30 — 59 credit hours earned \$ 300  
 60 — 89 credit hours earned \$ 750  
 90 + credit hours earned \$ 950

Bachelor's Degree (from an accredited institution of higher education) \$1,500

Graduate Degree (from an accredited institution of higher education) \$1,750

All credit hours must be from an accredited institution of higher education.

**Section 2.** The above amounts will be paid in regularly scheduled payroll periods. Only one (1) incentive pay will be paid to any member.

## ARTICLE 28

### PERSONAL PROPERTY REIMBURSEMENT

A member shall be reimbursed by LFUCG for personal property damaged or destroyed while in the performance of an official action as provided in this Article. A member who receives payment under this Article must seek restitution for any property for which payment was made. Failure to pursue restitution may result in requiring the member to reimburse LFUCG for any payment and may make the member ineligible to make any further claims under this Article. If restitution or other recovery is received, the amount(s) shall be paid in full to LFUCG. LFUCG reserves the right as an alternative to payment under this Article to provide a comparable replacement for any damaged or destroyed property. LFUCG further reserves the right to deny payment if the Member's negligence resulted in the damage or destruction of his property.

Personally owned eyeglasses, contact lenses or dental equipment shall be reimbursed up to \$250 per item upon receipt by LFUCG of appropriate documentation. Other personal items (e.g. jewelry, watches, telephones, writing instruments, personal electronic equipment, organizers, bags, briefcases, etc.) shall be reimbursed up to \$100 per item upon receipt by LFUCG of appropriate documentation. Payments under this Article shall be limited to \$500.00 per occurrence with a maximum of \$1000.00 per fiscal year, except that personally owned firearms may be reimbursed for replacement value. This coverage shall only apply to items not covered by the Division of Risk Management's policy. The limits contained herein may be increased for exceptional circumstances at the discretion of the Director of Community Corrections.

## ARTICLE 29

### SHIFT SUPPLEMENT

**Section 1.** Effective the first full pay period of July, 2016, Lieutenants and Captains permanently assigned to second and third shift assignments will receive a sixty dollar (\$60.00) per week shift supplement.

**Section 2.** Entitlement to shift supplement is based solely on actual permanent assignment.

## **ARTICLE 30**

### **SALARY SCHEDULE**

The pay schedule for the bargaining unit attached as Appendix B, shall be effective the first full pay period following the effective date of this Agreement. For Lieutenants and Captains, members will be placed at their appropriate pay based upon time in grade.

Lieutenants who are at the top step of the wage scale will receive a lump sum payment of \$500 on their anniversary date in years 3 and 4 of this Agreement.

Captains who are at the top step of the wage scale will receive a lump sum payment of \$1,000 on their anniversary date in years 3 and 4 of this Agreement.

## **ARTICLE 31**

### **ALCOHOL AND DRUG-FREE WORKPLACE**

The Union and LFUCG agree to maintain an alcohol and drug-free workplace. The public has a right to expect public safety employees to be both physically and mentally prepared to assume their duties at all times, free from serious impairments which result from the use of controlled substances, alcohol and other forms of drug use.

The Director of Human Resources shall be responsible for the administration of and establishing the operational procedures necessary to implement this policy. The Union and LFUCG agree to follow the LFUCG CAO #7: Revised Alcohol and Drug Free Workplace Policy. Revisions to this policy may be necessary from time to time. LFUCG reserves the right, where administrative procedures fail, to pursue all remedies deemed appropriate.

## **ARTICLE 32**

### **RESPONSIBLE RELATIONSHIP**

The LFUCG and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the LFUCG and the Union and their respective representatives at all levels will apply the terms of this contract in accordance with the language contained therein and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. The grievance and arbitration provision shall be the sole remedy for all grievances which are qualified subject matter for arbitration.

## ARTICLE 33

### FEDERAL OR STATE LAWS

If any provision of this Agreement, or any amendments thereto, or application of the provisions of said Agreement and amendments to any employee, groups of employees, or circumstances are rendered invalid or inappropriate by any Federal or State Law, or by the final determination of any Court, Board, or Authority of competent jurisdiction, or should the National Labor Relations Board, as a result of any proceedings, hold any employee included within the bargaining unit not properly included within such unit, the remainder of said Agreement or amendments or the application of such provisions to an employee, groups of employees and circumstances other than those as to which it is held invalid or inappropriate, shall not be affected thereby.

## ARTICLE 34

### GENDER

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

## ARTICLE 35

### ENTIRE AGREEMENT

**Section 1.** Neither the LFUCG nor the Union shall be bound by any requirement not expressly set out in this Agreement.

**Section 2.** This Agreement shall cover all agreements between LFUCG and the Union, and neither party shall be required to negotiate on any matters or subjects not specifically set forth herein. It is expressly agreed that this Agreement constitutes the entire agreement between the parties.

## ARTICLE 36

### TERM

**Section 1.** This Agreement shall become effective as of July 1, 2024, and shall remain in effect up to and including June 30, 2028.

**Section 2.** This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) calendar days prior to the expiration date of this Agreement that it desires to terminate, amend, or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the expiration date.

**Section 3.** This Agreement shall continue in full force and effect upon expiration pending ratification of a successor collective bargaining agreement.

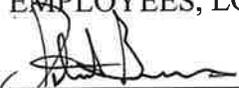
**Section 4.** In the event that a new agreement has not been reached by the expiration date of this agreement, an automatic 2% increase will be implemented across the board for all covered employees.

**AFFIRMATION**

Pursuant to Kentucky Revised Statutes, the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees, Council 962, do sign and acknowledge that through the collective bargaining process this Collective Bargaining Agreement has been mutually agreed upon.

IN WITNESS WHEREOF, the parties have affixed their signatures this 8th of APRIL, ~~2024~~ 2025

AMERICAN FEDERATION OF  
STATE, COUNTY, & MUNICIPAL  
EMPLOYEES, LOCAL 2785



BY: PRESIDENT

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT



BY: LINDA GORTON, MAYOR



BY: JOE SCHOLLER,  
CHIEF NEGOTIATOR



BY: DAVE BARBERIE,  
LFUCG COUNSEL

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AMERICAN FEDERATION OF  
STATE, COUNTY, & MUNICIPAL  
EMPLOYEES, LOCAL 2785

  
\_\_\_\_\_  
BY: PRESIDENT

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

\_\_\_\_\_  
BY: LINDA GORTON, MAYOR

  
\_\_\_\_\_  
BY: JOE SCHOLLER,  
CHIEF NEGOTIATOR

\_\_\_\_\_  
BY: DAVE BARBERIE,  
LFUCG COUNSEL

## APPENDIX A

### **Chapter 17. Uniform Disciplinary Code [Section 21 - 45(h)]**

The LFUCG has established the Uniform Disciplinary Code to provide consistent rules governing performance and work behavior expected from employees at all levels. The Uniform Disciplinary Code outlines the penalties and remedial administrative action for various types of work deficiencies and undesirable behavior.

The following pages contain a copy of the Uniform Disciplinary Code, It is your responsibility to read and become familiar with its contents. Contact your immediate supervisor or the Division of Human Resources if you have questions about the Uniform Disciplinary Code.

The following pages reflect the Code as revised on 11/23/83, 02/07/84, 09/23/88, 01/02/91, 11/11/93, and 01/01/2003.

### **UNIFORM DISCIPLINARY CODE GUIDELINES FOR URBAN COUNTY GOVERNMENT EMPLOYEES**

#### **Introduction**

These Guidelines outline standard ranges of penalties for work deficiencies and undesirable conduct on the part of LFUCG employees. Commissioners and directors periodically should review compliance with these Guidelines to ensure that all supervisors are being consistent in taking disciplinary action and that you are aware of the Uniform Disciplinary Code. Directors are to furnish a copy of these Guidelines to each employee and supervisor. Questions that are not answered in the Guidelines or by your supervisor should be directed to the Division of Human Resources.

The Uniform Disciplinary Code applies to every LFUCG employee at all levels, including administrators, managers and supervisors. It does not apply to probationary or other at-will employees hired by the Mayor or Council. (Supervisors may consult these Guidelines to discipline employees not covered by the Code but they are not required to do so.) There are additional operational rules outlined in General Order 73-2/E for the Division of Police and in Sections 23-41 through 23-44 of the Code of Ordinances for the Division of Police and the Division of Fire & Emergency Services, which, under specific circumstances, may prevail over these Guidelines. The Disciplinary Code, these Guidelines and the operational rules cited above should be applied in each situation. In the event any section of the Guidelines conflicts with the provisions of KRS 95.450 or KRS 15.520, the statutes shall prevail. Additionally, penalties imposed on exempt employees must be adjusted so as not to violate the Fair Labor Standards Act.

#### **General Guidelines**

It is difficult for the Code and Guidelines to be all inclusive or to assign an appropriate penalty to every offense or work deficiency. For example, "Leaving the work station without authorization"

may be a short or a lengthy absence from the workstation. A short absence in one division could be catastrophic, while in another division it would be an annoyance. In each case, supervisors must rely on their judgment as experienced administrators to arrive at the proper disciplinary action. The guidelines also provide more severe penalties for multiple offenses, which if considered alone, would result only in lesser penalties. Finally, at management's discretion, a pattern of offenses over a period of time which resulted in oral warnings or written reprimands for each offense when considered alone may support a suspension or dismissal when considered together. However, reprimands or suspensions that are five (5) years old or older should not be used in imposing current disciplinary action.

Rules regarding call-in, absenteeism, emergency leave, and similar division policies should be established by the Division Director and applied consistently to each employee within the division. Division policies, with periodic updates, are to be submitted to the Division of Human Resources for review prior to implementation to ensure general compliance with the Disciplinary Code and Guidelines. It is not necessary for division policies to be the same for each division.

Workload and other factors vary from division to division or even within a division, and these factors should be considered when divisional policies are established. For example, emergency leave may be more limited within one division than in another because of the type and nature of services provided and the availability of staff. Policies within a division must be applied similarly for employees in similar situations. Penalties recommended in these guidelines must be applied similarly to employees with similar violations.

The recommended discipline is to be used as a guide and is not intended to be mandatory or all inclusive. The appropriate disciplinary action will be determined after the supervisors have carefully considered the circumstances of each case. The immediate supervisor or superior manager in the employee's immediate chain of command should initiate disciplinary action. If a supervisor has a complaint against an employee outside of his chain of command, the supervisor should submit this complaint to the Division Director for whom the employee works. If that Division Director takes no action, then the supervisor who initiated the complaint may request an investigation by the Division of Human Resources. The Division of Human Resources will investigate the complaint and consult the Division Director to whom the employee is assigned before making any recommendation for discipline. Additionally, Pursuant to KRS 67A.280 and KRS 95.450, anyone may file charges against any civil service employee with the Civil Service Commission or against any sworn personnel (Police or Fire) with the Urban County Council.

### **Definition of Disciplinary Actions**

The degree of discipline administered in any given situation depends on the severity of the infraction. Each Division Director should evaluate the circumstances and facts of the offense and select the most suitable form of discipline. The levels of progressive discipline are:

#### **Oral Warning**

- An oral warning should be used for relatively minor offenses. Supervisors should inform the employee in private that they are administering an oral warning and that the employee is being given an opportunity to correct identified work or behavioral problems.

- All conversations with employees about their work performance do not have to be conducted as oral warning sessions. It may be appropriate to hold coaching and counseling sessions with employees to review job expectations and standards, when new programs are started, or when existing programs are reorganized. Coaching and Counseling sessions should not be viewed as disciplinary in nature.

### **Written Reprimand**

- Written reprimands are imposed when the employee disregards an oral warning or for more severe first offenses.
- A classified civil service employee may not be reprimanded more than two (2) times within twelve (12) months unless charges are filed with the Civil Service Commission.

### **Suspension Without Pay**

- A suspension is imposed for severe infractions of rules or standards or for violations occurring after the employee has received oral warnings or written reprimands and has failed to correct the error or to improve his behavior. This discipline should be applied after a thorough evaluation of the circumstances by the supervisor and those in the employee's chain of command.
- All suspensions are without pay.
- The supervisor shall notify the Division of Human Resources before issuing any suspension and shall coordinate suspensions of exempt employees with the Division of Human Resources.
- The guidelines impose suspensions in terms of "hours" in order to address workdays longer than eight (8) hours.
- A classified civil service employee may not be suspended for more than 160 consecutive work hours or 240 non-consecutive work hours within twelve (12) months unless charges are filed with the Civil Service Commission.
- The supervisor should attempt to make the employee's return to the job after a suspension as dignified as possible.

### **Dismissal**

A dismissal is reserved for the most severe violations of the Uniform Disciplinary Code or other Urban County Government policies, for cases in which an employee refuses to correct behavior despite prior disciplinary action or for cases where an employee commits more than one type of serious infraction. This punishment represents the supervisor's judgment that the employee cannot be rehabilitated into a productive employee. It also has the most serious repercussions for the employee in terms of future employment.

## **Disciplinary Procedures**

### **Classified Civil Service Employees — Divisions Without Discipline Review Boards**

#### ***Oral Warning***

- After discussing the oral warning with the employee in private, the supervisor and the employee should sign the written record of the oral warning. Copies of the oral warning should be given to the employee and the Commissioner of the Department. The original should be placed in the oral warning file in the Division of Human Resources, where it will remain for 12 months. It will then be destroyed if no further infractions have been committed. There is no appeal to the Civil Service Commission for an oral warning. The oral warning file in the Division of Human Resources is separate from the employee's personnel file and is the official record of such disciplinary records. The oral warning file can be used if the employee files a formal grievance or complaint about the oral warning. If the circumstance causing the oral warning is not corrected, the employee will be subject to more severe disciplinary measures.

#### ***Written Reprimand***

- The supervisor should prepare a written reprimand form explaining the occurrence. The supervisor should then present the facts of the incident and his recommendation for discipline to his superior in the chain of command. The reviewing superior may agree or disagree with the recommendation. In all cases, the facts of the offense and the recommended discipline should be presented to the division director before any discipline is imposed. The supervisor should discuss the offense with the employee and should consider the employee's explanation of the event before any final action is taken. The written reprimand form, which is to be signed by the Commissioner and Division Director, should be presented to and signed by the employee. A copy of the written reprimand form is to be given to the employee and the Commissioner and the original form is to be sent to the Division of Human Resources and placed in the employee's personnel file. Written reprimands may be appealed to the Civil Service Commission. Unless reversed by the Commission, they remain permanent records in an employee's file.

#### ***Suspension Without Pay***

- Before issuing a suspension, the supervisor should assemble the facts supporting the suspension and discuss the events with the employee. The supervisor should then review the action with his superiors (as outlined above in the written reprimand section) and determine the length of the suspension. The supervisor should then inform the employee of the disciplinary action, making certain that the employee is aware of the reasons for the action. The original disciplinary action form, signed by the Commissioner and Division Director, is to be sent to the Division of Human Resources and placed in the employee's personnel file. A copy is to be given to the employee. Suspensions may be appealed to the Civil Service Commission. Unless reversed by the Commission, they remain permanent records in an employee's file.

### ***Dismissal***

- Before recommending the dismissal of an employee, the supervisor must discuss the action with appropriate superior officials. Specific charges for dismissal are to be prepared by the Department of Law in consultation with the supervisor or his superior. Except in unusual circumstances, an employee should be given the option to resign rather than face charges. If the employee refuses to resign, the supervisor should commence action by filing the charges with the Mayor and placing the employee on suspension without pay. Except in situations where a threat to supervisors or other employees exists, the employee may not be suspended from duty until charges are filed.

### **Classified Civil Service Employees — Divisions With Discipline Review Boards**

- Each department may create a Discipline Review Board pursuant to the guidelines established in the appropriate CAO Policy. When a supervisor believes that an employee has committed a violation of the Uniform Disciplinary Code, the supervisor shall submit a request for discipline to the Review Board on a form supplied by the Board. The Board will hear cases involving written reprimands and suspensions of 160 hours or less. Supervisors may issue oral warnings in the manner described above. Requests for dismissal shall not be heard by the Board and will be sent to the Department of Law.
- The request for discipline form submitted to the Discipline Review Board shall include: Nature of the alleged violation; Date and time of the alleged violation; Identity of the alleged violator; Evidence to support the accusation; and Identity of the complainant.
- The Discipline Review Board will hear testimony from the supervisor, the employee and other witnesses, if necessary, and review written or other evidence. The supervisor and the employee shall speak for themselves and shall not be allowed any other representative.
- After hearing the evidence, the Discipline Review Board will make a recommendation to the supervisor on whether the employee should be disciplined and, if so, the appropriate level of discipline. This recommendation is not binding on the supervisor. If the supervisor imposes discipline, the employee may appeal it to the Civil Service Commission. The recommendation of the Discipline Review Board may be placed in evidence before the Civil Service Commission.

### **Division of Fire & Emergency Services and Division of Police**

The procedures outlined in the above section apply to sworn employees of the Division of Fire & Emergency Services and the Division of Police. Disciplinary action shall be imposed, however, only pursuant to KRS 95.450 (Police and Fire) and KRS 15.520 (Police).

## Disciplinary Actions

### ***1a. Driving An Urban County Government Vehicle While Under The influence Of Alcohol; After Ingesting Illegal Drugs; Or While Using Prescription Or Non-Prescription Drugs That impair Efficient Operation Of The Vehicle:***

Definition: This offense prohibits driving a vehicle or operating equipment owned by the Urban County Government while under the influence of alcohol, after ingesting illegal drugs, or while using prescription or non-prescription (over-the-counter) drugs that impair the efficient operation of the vehicle or equipment.

Comment: The supervisor should follow the procedures and impose the penalties adopted in the Drug and Alcohol Free Workplace Policy.

### ***1b. Failure To Report A Suspended Or Revoked Driver's License:***

Definition: This offense occurs when an employee who may be required at any time to drive an Urban County Government vehicle fails to notify his supervisor within twenty-four (24) hours of the employee losing his driving privileges for any reason.

### ***1c. Driving An Urban County Government Vehicle With A Suspended Or Revoked Driver's License:***

Definition: This offense occurs when an employee operates an Urban County Government vehicle while his driver's license is suspended or revoked. Driving under these circumstances is illegal and exposes the Urban County Government and the employee to additional liability in the event the employee is involved in an accident.

Comment: This rule should be explained to any employee who may be called upon to drive an Urban County Government vehicle.

## ***2. Stealing or Theft:***

Definition: Employee shall use Urban County Government property only for its intended purposes in accordance with established government or divisional procedures and shall not take any Urban County Government equipment or property for personal use or sale. Evidence of theft will be turned over to the Division of Police for investigation, and prosecution will be pursued.

Comment: Supervisors should notify the police immediately in case of theft or suspected theft.

## ***3. Intentional Or Deliberate Destruction Or Unauthorized Use of Urban County Government Property:***

Definition: Employees shall utilize Urban County Government property only for its intended purpose in accordance with established government or divisional procedures and shall not

intentionally abuse, damage or lose through negligence any Urban County Government equipment or property.

**4. *Use Of, Possession Of, Or Positive Test For Illegal Drugs While On The Job; Reporting To Work After Ingesting Illegal Drugs; Or Conviction For Possession Of, Or Trafficking In Illegal Drugs:***

Definition: This offense deals with use or possession of illegal drugs on the job or behavior by an employee which gives a supervisor reasonable cause to believe that an illegal drug is present in an employee's system. This rule does not include medications prescribed to and properly taken by an employee because of a medical condition if the use of the prescribed medication has been properly reported to a supervisor. If the prescribed medication has a negative side effect, it is the employee's responsibility to tell a supervisor before the employee is assigned any duties.

Comment: If the employee's behavior indicates that the employee has ingested drugs, the supervisor should follow the procedures and impose the penalties adopted in the Alcohol and Drug Free Workplace Policy. Employees who leave their workstation to consume drugs shall be subject to the severest discipline.

**5. *Use Of, Possession Of, Or Positive Test For Alcohol While On The Job:***

Definition: This offense deals with drinking on the job or behavior by an employee which gives supervisors reasonable cause to believe that the employee has been drinking alcoholic substances during or before reporting to work. This rule does not include medications containing alcohol which are prescribed to and properly taken by an employee because of a medical condition if the use of the prescribed medication has been properly reported to a supervisor. If a prescribed medication has a negative side effect, it is the employee's responsibility to tell a supervisor before the employee is assigned any duties.

Comment: Dismissal will be recommended for employees who are sentenced to serve jail time for offenses attributable to intoxicating substances (including alcohol or public intoxication, or driving under the influence). Supervisors should follow the procedures and impose the penalties adopted in the Alcohol and Drug Free Workplace Policy. Employees who leave their workstation to consume alcohol shall be subject to the severest discipline.

**6a. *Violent Behavior, Throwing Objects Toward Or At Others, Verbal Threats, Or Fighting On The Job (With Weapon):***

Definition: A "weapon" is an instrument or anything that can be used to injure or harm a person, whether or not the instrument or thing was designed to be used for that purpose. This offense includes, but is not limited to:

1. Fighting with a weapon;
2. On duty possession of a weapon;
3. On duty possession of an object which could be used as a weapon, which has no relationship to the employee's duties, and which is unnecessary on the work site, or is

unnecessary for the effective and efficient performance of the job (for example, a baseball bat, brass knuckles, tasar unit);

4. Using objects or equipment that are necessary for the performance of the job as a weapon (for example, using a crowbar or tire iron as a weapon rather than as a tool);
5. Making verbal threats while in possession of a weapon; or
6. Throwing objects at or in the direction of others.

Comment: The supervisor shall take immediate action in the event of a fight without endangering himself or others. In serious cases, the Division of Police should be called to assist the supervisor.

**6b. *Violent Behavior Or Fighting On The Job (Without Weapons):***

Definition: This offense includes, but is not limited to:

1. Fist fights or similar physical conduct;
2. Horse play which causes or has the potential of causing injury; or
3. Any intentional pushing, shoving, hitting, or bumping; with or without verbal threats, which could or does result in harm to another employee or which disrupts the effectiveness and efficiency of the workplace.

Comment: In addition to disciplinary action, the employees involved will submit to an evaluation by the LFUCG EAP counselors. After the EAP evaluation, the counselor will provide the Human Resources director with a statement certifying that the employee has been evaluated and is fit to return to work. The employee will attend such additional EAP sessions as are recommended by the Counselor. All parties involved in violent behavior may be subject to the same discipline depending on the circumstances.

**6c. *Verbal Threats Or Harassing Statements:***

Definition: This offense includes, but is not limited to:

1. Statements, including written or e-mail statements, that seriously alarm, annoy, intimidate or harass a person or which could cause a reasonable person to suffer mental distress; or
2. Oral threats to commit any act likely to result in substantial damage to property.

Comments: "Joking" references to shooting others, "going postal" or "blowing people away" will be taken very seriously and will result in disciplinary action. The supervisor will take immediate action when situations of this type develop. In addition to disciplinary action, the employee will be required to be evaluated by EAP counselors. After the sessions, the EAP counselor will provide the Human Resources Director with a statement certifying that the employee has been counseled and understands appropriate workplace behavior.

**7. *Leaving Assigned Work Station Without Authorization:***

Definition: This offense occurs when an employee leaves the workstation without permission. It includes leaving the workstation to conduct personal business, but does not include absence

due to a valid emergency if the employee ensures that his duties will be covered and notifies a supervisor.

Comment: Emergency situations may arise, such as an accident or sudden illness in the employee's immediate family. If the employee's immediate supervisor is not available, the employee must notify the next ranking superior. In all emergency cases, leave should be granted unless there is evidence of prior abuse. Where a follow up leave slip is required by the supervisor, the employee should be so notified in writing within three (3) days of the absence.

**8a. *Insubordination:***

Definition: This offense involves behavior or statements, which reflect an employee's refusal to be supervised including, but not limited to, direct refusal to obey a supervisor's work related order or failure to follow directions and instructions. This rule also includes failure to follow instructions which have been adequately explained; repeated occurrences of poor decision making which lead to the redoing of work; consistent failure to meet assignment deadlines; or a pattern of incorrect work that results in disruption of the operation of the unit or impairment of its effectiveness and efficiency.

Comment: Supervisors should be sensitive to the difference between a "bad attitude", insubordination and inefficient work. Inefficiency, when not corrected after being brought to the employee's attention, may become insubordination.

**8b. *Malicious Behavior Or Deliberate Behavior Which Affects The Efficient And Effective Performance Of The Job:***

Definition: This offense includes any malicious behavior, regardless of its effect on the efficiency or effectiveness of the workplace, or any deliberate behavior that disrupts the workplace. It can include, but is not limited to, malicious practical jokes; knowingly spreading false rumors; sabotaging projects or other employees' work; or constant teasing of another employee.

Comment: Supervisors should establish and maintain a professional level of behavior for each work unit.

**8c. *Misconduct:***

Definition: This offense is general in nature and applies when the actions of an employee do not fit within any other specific category. It may be used alone or in conjunction with other infractions. It should be used when an established Government, department or division policy or procedure does not contain a specific penalty.

Comment: Supervisors should educate employees to realize that they may be disciplined for their actions even if every possible improper act or infraction is not separately listed in the Uniform Disciplinary Code.

**8d. Inefficiency:**

Definition: This offense involves the failure, neglect or inability of the employee to perform his assigned duties or the performance of his assigned duties in an inappropriate, inadequate or unsuitable manner. This would include spending their time in excessive personal conversations, either on the phone or with others; taking excessive breaks; pushing work assignments off on others; or engaging in any other activity that could cause them to neglect or be inattentive to their duties. As with insubordination, this rule also includes failure to follow instructions which have been adequately explained; repeated occurrences of poor decision making which lead to the redoing of work; consistent failure to produce work that is error free; the use of poor judgment; lack of timeliness and failure to meet assignment deadlines; or a pattern of incorrect work that results in disruption of the operation of the unit or impairment of its effectiveness and efficiency.

Comment: Although insubordination and inefficiency are similar in some respects they have an important distinction. An insubordinate employee is one who intentionally refuses to obey or comply with an order of a superior. An inefficient employee is one who is not able (rather than unwilling) to obey or comply with the orders of a supervisor or to otherwise perform his assigned duties.

**9. Sleeping On The Job:**

Definition: An employee must remain alert at all times, especially while operating equipment. Sleeping during duty hours (except for sworn Fire & Emergency Services personnel assigned to a fire station) is strictly forbidden.

**10a. Vehicle Or Equipment Accidents Involving More Than \$1,000 Damage Where Employees Are At Fault Due To Negligence Or Carelessness:**

Definition: Employees are required to operate Urban County Government vehicles and equipment in a safe, prudent and responsible manner consistent with all local and state laws and all relevant Government, department or division policies. An employee who fails to operate a vehicle or equipment safely, legally or consistent with government, department or division policies and incurs more than \$1,000 damage is subject to disciplinary action. Any employee involved in a vehicle accident where the property damage exceeds the amounts established in the Alcohol and Drug Free Workplace Policy shall be subject to a post critical incident drug test.

Comment: The employee must ensure the safe operation of all vehicles and equipment to which he is assigned. Employees not familiar with proper vehicle or equipment operating procedures must inform their supervisor and ask for training and supervision. The supervisor should provide training when the employee is first assigned to a vehicle or equipment and again as needed. If the vehicle or equipment is not operating properly, the employee should inform his supervisor so that proper measures can be taken to avoid an accident. Restitution shall be based on fair market value of necessary repairs or replacements.

**10b. Minor Traffic Violations In Urban County Government Vehicles Or Any Vehicle Or Equipment Accidents Involving Less Than \$1, 000 In Property Damage Where Employees Are At Fault Due To Negligence Or Carelessness:**

Definitions: These violations may include, but are not limited to, speeding, driving left of the centerline, failing to yield the right-of- way, or accidents, which result in less than \$1,000 damage to vehicles or equipment. Careless use of vehicles or equipment, such as power tools or grounds-keeping equipment, which results in damage to the vehicle or equipment or other property, is also covered by this rule. Restitution shall be based on fair market value of necessary repairs or replacements.

**11. Absent Without Approved Leave:**

Definition: The offense occurs when an employee fails to report for duty, to call—in as required by Government, department or division policy, or does not have sufficient leave to cover an absence. The difference between being Absent Without Approved Leave ("AWOL") and being tardy is discussed in Item E. 14. Note: Once all approved leave is exhausted, the employee shall be marked AWOL. There is no approved payroll designation of "absent no pay."

Comment: Each situation should be handled on an individual basis and division directors are responsible for establishing call-in and emergency leave procedures for their divisions. After review and approval by the Division of Human Resources, a copy of the division call-in and emergency leave procedures should be given to each employee.

An employee who is reported AWOL shall not accrue vacation and sick time for the entire calendar month. Each AWOL on each "work day" is a separate occurrence. A supervisor should investigate each situation prior to marking an employee AWOL.

Non-exempt employees do not receive pay for time they are AWOL and may be subject to disciplinary action. Exempt employees may also be subject to disciplinary action under this policy.

Employees held in jail may request administrative leave under Sections 21-33 and 21-37 of the Code of Ordinances, which may or may not be granted depending upon Government, department and division policies and the circumstances. Employees who exhaust all administrative leave under Sections 21-37 will be AWOL and subject to dismissal

**11 b. Absent Without Approved Leave for 2 or More Days in a Row:**

Definition: This offense covers those situations where an employee fails to report to work for 2 or more days in a row.

Comment: Employees who are AWOL 2 or more days in a row are subject to more severe discipline.

## **12. Excessive Use Of Sick Leave:**

**Definition:** This offense occurs when an employee fails to provide a medical doctor's excuse for excessive use of sick leave. Excessive use of sick leave includes:

- a. Consistent use of sick leave on the first or last day of the employee's work week;
- b. Consistent use of more sick leave than is earned in a pay period or use of sick leave on a sporadic basis especially on the first and last day of the employee's work week;
- c. Depleting sick time balances requesting leave without pay for sickness when no chronic ailment has been diagnosed.

**Comment:** One warning sign of abuse of sick leave is low sick leave balances maintained by long-term employees. Sick leave is not a vested right like vacation and holiday leave and its use is limited to its intended purpose. If a pattern of abuse is detected, a supervisor may require the employee to present a medical doctor's excuse for all sick leave requests (Section 21-34 of the Code of Ordinances). There are legitimate situations, however, where an employee may use all sick leave because of a chronic illness and must apply for leave without pay. If it is determined that a low sick leave balance is justified and the employee is performing in a satisfactory manner, the supervisor should examine the situation carefully before taking any disciplinary action. Additionally, a supervisor may request that the employee be examined by an Urban County Government selected physician if questions exist as to the employee's ability to perform the duties of his job. The Director of Human Resources should be contacted to arrange for a medical examination.

### **13a. Failure To Observe Safety Procedures; Failure To Wear Protective Clothing — (Class A — Serious — Life Threatening):**

### **13b. Failure To Observe Safety Procedures; Failure To Wear Protective Clothing —(Class B — Less Serious Non — Life Threatening):**

**Definition:** These violations include, but are not limited to, removal or destruction of safety devices; failure to keep equipment and work areas clean; failure to report unsafe working conditions; or failure to wear safety clothing (for example, hard hats, safety glasses, steel-toe shoes, seat belts).

**Comment:** Each division should have safety rules or procedures identifying Class A (serious) and Class B (less serious) rules. Safety rules should be approved by the safety coordinator in the Division of Risk Management and explained to employees. Employees should receive a copy of the division's safety rules. The division should require employees to sign a form stating that they have received a copy of the safety rules issued by Risk Management and a list of the division's safety rules. The division may periodically update its rules and have employees acknowledge in writing that they understand the safety rules and regulations.

## **14. Excessive Tardiness:**

**Definition:** This offense includes a pattern of tardiness that interferes with the operation of the unit. Generally, a first offense occurs when an employee is late two (2) or more times in any

one pay period. However, in some divisions less frequent tardiness may justify disciplinary action (for example, divisions running 24-hour coverage or those where work crews leave a central location). A tardy employee whose actions result in overtime payments to other employees may receive more severe discipline, depending on the circumstances.

Comment: Employees who call — in and are excused for legitimate emergencies should not be considered tardy. Each division should establish a call — in and tardiness policy and copies of the policy should be given to each employee. The policy should be submitted to the Division of Human Resources for review and approval prior to issuance.

Discipline should not be imposed until the existence of a tardiness problem is identified. In most cases a single tardy arrival should not result in discipline. Each division is responsible for establishing a time frame for being tardy rather than AWOL; however, if an employee is absent for more than thirty (30) minutes, then he is AWOL rather than tardy.

#### **15. Failure To Submit Required Or Completed Reports Or Forms:**

Definition: Forms and reports that are part of an employee's job duties must be submitted in accordance with established Government, department or division procedures.

#### **16. Gambling On The Job:**

Definition: The offense of gambling defined as staking or risking something of value upon the outcome of a contest, game, gaming scheme, or gaming device which is based upon an element of chance, in accord with an agreement or understanding that someone will receive something of value in the event of a certain outcome. A contest or game in which eligibility to participate is determined by chance or the ultimate winner is determined by skill shall not be considered gambling. Gambling is a prohibited non-work related activity. Personnel in the Division of Community Corrections shall be subject to dismissal for a first offense of gambling.

### **UNIFORM DISCIPLINARY CODE**

<b>1a</b>	<b>Occurrence</b>	<b>Driving an Urban County Government vehicle while under the influence of alcohol; after ingesting illegal drugs; or while using prescription or non-prescription drugs that impair efficient operation of vehicle.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>1b</b>	<b>Occurrence</b>	<b>Failure to report a suspended or revoked driver's license.</b>
	1 <sup>st</sup>	Written reprimand (employees must report suspended or revoked driver's license to supervisor within 24 hours.)
	2 <sup>nd</sup>	80—160 hours suspension, depending on circumstances.
<b>1c</b>	<b>Occurrence</b>	<b>Driving an Urban County Government vehicle with a suspended or revoked license.</b>

	1 <sup>st</sup> Occurrence	80—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>2</b>	<b>Occurrence</b>	<b>Stealing or theft.</b>
	1 <sup>st</sup> Occurrence	80—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>3</b>	<b>Occurrence</b>	<b>Intentional or deliberate destruction or unauthorized use of Urban County Government property.</b>
	1 <sup>st</sup> Occurrence	Restitution and 80—160 hours suspension or dismissal.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>4</b>	<b>Occurrence</b>	<b>Use of, possession of, or positive test for illegal drugs while on the job; reporting to work after ingesting illegal drugs; or conviction for possession of or trafficking in illegal drugs.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>5</b>	<b>Occurrence</b>	<b>Use of, possession, or positive test for alcohol while on the job.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>6a</b>	<b>Occurrence</b>	<b>Violent behavior, throwing objects toward or at others, verbal threats or fighting on the job (with weapon).</b>
	1 <sup>st</sup> Occurrence	Dismissal.
<b>6b</b>	<b>Occurrence</b>	<b>Violent behavior or fighting on the job (without weapon).</b>
	1 <sup>st</sup> Occurrence	40—160 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>6c</b>	<b>Occurrence</b>	<b>Verbal threats or harassing statements.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 8—120 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	3 <sup>rd</sup> Occurrence	Dismissal.

<b>7</b>	<b>Occurrence</b>	<b>Leaving assigned work area without authorization.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 40—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8a</b>	<b>Occurrence</b>	<b>Insubordination.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8b</b>	<b>Occurrence</b>	<b>Malicious behavior or deliberate behavior, which affects the efficient and effective performance of the job.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8c</b>	<b>Occurrence</b>	<b>Misconduct</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8d</b>	<b>Occurrence</b>	<b>Inefficiency</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>9</b>	<b>Occurrence</b>	<b>Sleeping on the job</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 40—80 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	88—160 hours suspension or dismissal, depending on circumstances.

	3 <sup>rd</sup> Occurrence	Dismissal.
<b>10a</b>	<b>Occurrence</b>	<b>Vehicle or equipment accidents involving more than \$1,000 where employees are at fault (due to negligence or carelessness).</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 40—120 hours suspension or dismissal, depending on circumstances, and restitution up to \$1,000.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances, and restitution up to \$1,000.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>10b</b>	<b>Occurrence</b>	<b>Minor traffic violation in Urban County Government vehicle during any calendar year or any vehicle or equipment accident involving less than \$1,000 in property damage where employees are at fault (due to negligence or carelessness).</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances, and restitution up to \$1,000.
	2 <sup>nd</sup> Occurrence	48—120 hours suspension and restitution up to \$1,000.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>11a</b>	<b>Occurrence</b>	<b>Absent without approved leave.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 24—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—160 hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>11b</b>	<b>Occurrence</b>	<b>Absent without approved leave for more than two days.</b>
	1 <sup>st</sup> Occurrence	48—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>12</b>	<b>Occurrence</b>	<b>Excessive use of sick leave.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 8—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—120 hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>13a</b>	<b>Occurrence</b>	<b>Failure to observe safety procedures or to wear protective clothing (Class A serious — life threatening).</b>
	1 <sup>st</sup> Occurrence	8—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—120 hours suspension.

	3 <sup>rd</sup> Occurrence	Dismissal.
<b>13b</b>	<b>Occurrence</b>	<b>Failure to observe safety procedures or to wear protective clothing (Class B less serious — non-life threatening).</b>
	1 <sup>st</sup> Occurrence	Written reprimand.
	2 <sup>nd</sup> Occurrence	8—40 hours suspension.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>14</b>	<b>Occurrence</b>	<b>Excessive tardiness.</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances.
	2 <sup>nd</sup> Occurrence	Written reprimand or 8—40 hours suspension, depending on circumstances.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension, depending on circumstances.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>15</b>	<b>Occurrence</b>	<b>Failure to submit required or completed reports or forms.</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances.
	2 <sup>nd</sup> Occurrence	Written reprimand or 24—40 hours suspension, depending on circumstances.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension, depending on circumstances.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>16</b>	<b>Occurrence</b>	<b>Gambling on the job.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 24—80 hours suspension, depending on circumstances. Sworn employees of the Division of Community Corrections shall be dismissed.
	2 <sup>nd</sup> Occurrence	88—160 hours suspension or dismissal.
	3 <sup>rd</sup> Occurrence	Dismissal.

## APPENDIX B

### FY25

*\*Effective the first full pay period following ratification*

<b>Lieutenant</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		
Annual	\$84,250	\$85,724	\$87,225	\$88,751	\$90,304	\$91,884		
Biweekly	\$3,240	\$3,297	\$3,355	\$3,413	\$3,473	\$3,534		
<b>Captain</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Annual	\$95,384	\$97,054	\$98,752	\$100,480	\$102,239	\$104,028	\$105,848	\$107,701
Biweekly	\$3,669	\$3,733	\$3,798	\$3,865	\$3,932	\$4,001	\$4,071	\$4,142

### FY26

*\*Effective the first full pay period following July 1, 2025*

<b>Lieutenant</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		
Annual	\$85,935	\$87,439	\$88,969	\$90,526	\$92,110	\$93,722		
Biweekly	\$3,305	\$3,363	\$3,422	\$3,482	\$3,543	\$3,605		
<b>Captain</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Annual	\$97,292	\$98,995	\$100,727	\$102,490	\$104,283	\$106,108	\$107,965	\$109,855
Biweekly	\$3,742	\$3,807	\$3,874	\$3,942	\$4,011	\$4,081	\$4,153	\$4,225

### FY27

*\*Effective the first full pay period following July 1, 2026*

<b>Lieutenant</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Annual	\$87,654	\$89,188	\$90,748	\$92,337	\$93,952	\$95,597
Biweekly	\$3,371	\$3,430	\$3,490	\$3,551	\$3,614	\$3,677

<b>Captain</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Annual	\$99,238	\$100,975	\$102,742	\$104,540	\$106,369	\$108,231	\$110,125	\$112,052
Biweekly	\$3,817	\$3,884	\$3,952	\$4,021	\$4,091	\$4,163	\$4,236	\$4,310

## **FY28**

*\*Effective the first full pay period following July 1, 2027*

<b>Lieutenant</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		
Annual	\$89,407	\$90,971	\$92,563	\$94,183	\$95,831	\$97,509		
Biweekly	\$3,439	\$3,499	\$3,560	\$3,622	\$3,686	\$3,750		
<b>Captain</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Annual	\$101,223	\$102,994	\$104,797	\$106,630	\$108,497	\$110,395	\$112,327	\$114,293
Biweekly	\$3,893	\$3,961	\$4,031	\$4,101	\$4,173	\$4,246	\$4,320	\$4,396

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# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0063-25**

**File ID:** 0063-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 017-2025

**In Control:** Urban County Council

**File Created:** 01/13/2025

**File Name:** Magnet Forensics, LLC (GrayKey) - Quotation & Sole Source Certification

**Final Action:** 01/23/2025

**Title:** A Resolution authorizing the Div. of Police to purchase software from Magnet Forensics LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Magnet Forensics LLC, related to the procurement at a cost not to exceed \$57,109.50. [Div. of Police, Weathers]

**Notes:** In office 1/21/2024. MS

Stamped and filed in the CCO. Returned to Renita Happy via scans 2/6/2025. MS

**Sponsors:**

**Enactment Date:** 01/23/2025

**Attachments:** Cover Memo - Magnet Forensics LLC (GrayKey).pdf, SOLE SOURCE CERTIFICATION - Magnet Forensics, LLC (GrayKey).pdf, Magnet Forensics, LLC (GrayKey) - Quotation.pdf, 63-25 magnet 4910-3653-7361 v.1.docx, R-030-2025

**Enactment Number:** R-030-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
1	Urban County Council	01/23/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	01/23/2025	Approved				Pass

### Text of Legislative File 0063-25

#### Title

A Resolution authorizing the Div. of Police to purchase software from Magnet Forensics LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County

Government, to execute any necessary Agreement with Magnet Forensics LLC, related to the procurement at a cost not to exceed \$57,109.50. [Div. of Police, Weathers]

**Summary**

Authorization to re-establish Magnet Forensics, LLC (GrayKey) as a sole source vendor and to approve the purchase of Magnet Forensics LLC Software, a digital investigative platform for recovering digital evidence. At a cost of \$57,109.50. Funds are Budgeted. (0063-25) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

**Law:** Yes, Michael Sanner, 12/27/2024

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: \$57,109.50

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance: \$573,330.00



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: January 13, 2025

SUBJECT: Magnet Forensics, LLC (GrayKey) – Quotation & Sole Source Certification

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**Request**

Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approval of purchase of Magnet Forensics, LLC (GrayKey) software.

**Why are you requesting?**

Magnet Forensics, LLC is a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies. The LPD has used these devices for many years and the results are accepted by the local court system. No other product has been found to provide better results for a lower cost.

The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to re-establishing Magnet Forensics as a sole source vendor, and authorize purchase of Magnet Forensics Software.

**What is the cost in this budget year and future budget years?** \$57,109.50

**Are the funds budgeted?** Yes, 1101-505506-5561-76102

**File Number:** 0063-25

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

LBW/rmh





## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,500-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

### Requesting Division

Name  Lt. Chris Sizemore  Division/Dept  Police/Special Investigations

Phone  859-258-3541  Email  csizemore@lexingtonpolice.ky.gov

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

Cost:  \$57,109.50

Sole Source Request for the Purchase of:  forensic mobile phone examination device/software

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  Magnet Forensics LLC

Contact Name  Amber Soukop

Address  300 Colonial Center Parkway #120 Roswell, GA 30076

Phone  404-736-7336  Email  amber.soukup@magnetforensics.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

GrayKey forensic mobile phone examination software/hardware. This is the only product that has the function to examine mobile phones in a locked state. GrayKey is only sold to Law Enforcement and other Government institutions. It is sold only by Magnet Forensics, the developer/manufacturer.

**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.

There are no competitors in existence that offer the GrayKey line of product. Magnet Forensics owns all distribution and marketing rights of GrayKey and designates how GrayKey may be marketed and sold.

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

Uniqueness of the service. Describe.

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

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

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

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

-

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## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Magnet Forensics LLC has advised that they do not use outside vendors for their product or support. Internet research has been conducted to confirm this.

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

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

The price for this license renewal, services and equipment is consistent with similar programs/license renewals.

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**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. Utilization of the program will allow in-house digital processing that otherwise would require outsourcing at a greater expense to the police department with far less efficiency.

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**Address:**  
Magnet Forensics, LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States

**Phone:** 519-342-0195  
**E-Mail:** sales@magnetforensics.com

**Quote #:** Q-358593-1  
**Issue Date:** 5 Dec, 2024  
**Expires On:** 30 Dec, 2024

**Bill To**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington, Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

**Ship To**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington, Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

**End User**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Amber Soukup		amber.soukup@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-PR-B	GrayKey License - Premier Bundle	25 Jan, 2025 to 24 Jan, 2026	USD 57,109.50	1	USD 57,109.50
GKL-ONF-PRMR	GrayKey License - Premier Excursion Credits Included: 2 Renewal for Serial Numbers: 4594b0d5d461211c	25 Jan, 2025 to 24 Jan, 2026	USD 0.00	1	USD 0.00
GKL-ONF-PRMR	GrayKey License - Premier Excursion Credits Included: 2 Renewal for Serial Numbers: 4594b0d5d489140e	25 Jan, 2025 to 24 Jan, 2026	USD 0.00	1	USD 0.00

Sub-Total USD 57,109.50  
Taxes USD 0.00  
**Grand Total USD 57,109.50**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

**Terms & Conditions**

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-358593 - USD 57,109.50

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to Amber Soukup at [amber.soukup@magnetforensics.com](mailto:amber.soukup@magnetforensics.com)

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE SOFTWARE FROM MAGNET FORENSICS LLC, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH MAGNET FORENSICS LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$57,109.50.

---

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

Section 1 – That the Division of Police is authorized to purchase software from Magnet Forensics LLC, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Magnet Forensics LLC, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$57,109.50, be and hereby is approved for payment to Magnet Forensics LLC, 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

63-25-25:MRS 4910-3653-7361, v. 1

RESOLUTION NO. 030 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE SOFTWARE FROM MAGNET FORENSICS LLC, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH MAGNET FORENSICS LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$57,109.50.

---

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

Section 1 – That the Division of Police is authorized to purchase software from Magnet Forensics LLC, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Magnet Forensics LLC, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$57,109.50, be and hereby is approved for payment to Magnet Forensics LLC, 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



\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
63-25-25:MRS 4910-3653-7361, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0064-25**

**File ID:** 0064-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 011-2025

**In Control:** Urban County Council

**File Created:** 01/13/2025

**File Name:** Request Council authorization to use grant funds in the amount of \$16,500.00 to host a 40-hour training course entitled "Fundamentals of Traffic Crash Dynamics" with IPTM. This course allows up to 30 officers to attend.

**Final Action:** 01/23/2025

**Title:** A Resolution authorizing the expenditure of Ky. Office of Highway Safety Grant funds of \$16,500, for the Div. of Police to host a forty-hour training course "Fundamentals of Traffic Crash Dynamics" with the Institute of Police Technology and Management. [Div. of Police, Weathers]

**Notes:** Stamped and filed in the CCO. Returned to Celia Moore 1/28/2025. MS

**Sponsors:**

**Enactment Date:** 01/23/2025

**Attachments:** 25-Bluesheet Memo - IPTM Training Course, ContractCrashDynamics, 64-25 ky highway grant funds 4898-2772-6097 v.1.doc, R-031-2025, Contract # 011-2025

**Enactment Number:** R-031-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
2	Urban County Council	01/23/2025	Received First Reading	Urban County Council	01/23/2025		
2	Urban County Council	01/23/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	01/23/2025	Approved				Pass

### Text of Legislative File 0064-25

**Title**

A Resolution authorizing the expenditure of Ky. Office of Highway Safety Grant funds of \$16,500, for the Div. of Police to host a forty-hour training course "Fundamentals of Traffic

Crash Dynamics” with the Institute of Police Technology and Management. [Div. of Police, Weathers]

**Summary**

Authorization to use Kentucky Office of Highway Safety Grant funds in the amount of \$16,500 for the Lexington Police Department to host a 40-hour training course entitled “Fundamentals of Traffic Crash Dynamics” with the Institute of Police Technology and Management. This course allows up to 30 Officers to attend. Funds are Budgeted.

(L0064-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Cravens, 1/10/2025

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3160-505505-5543-74102

This Fiscal Year Impact: \$ 16,500.00

Annual Impact: \$0

Project: TRAFSAFTY\_2025

Activity: FED\_GRANT

Budget Reference: 2025

Current Balance: \$83,030.00

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

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

**DATE: JANUARY 10, 2025**

**SUBJECT: Institute of Police Technology and Management (IPTM)**

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**Request:** Lexington Police requests council authorization to use grant funds in the amount of \$16,500.00 to host a 40-hour training course entitled “Fundamentals of Traffic Crash Dynamics” with IPTM. This course allows up to 30 officers to attend.

**Purpose of Request:** IPTM will travel to the hosting department for training, which is to commence on February 17, 2025 and conclude on February 21, 2025. This is a significant cost decrease from paying each individual student to travel for the course.

If approved, Lexington Police Department would plan and host the training for their officers and several other officers within the state of Kentucky.

**What is the cost in this budget year and future budget years?** A total of \$16,500.00 of grant funding has been budgeted for the training course. No future cost anticipated in future budget years.

**Are the funds budgeted?** The funds are budgeted from The Kentucky Office of Highway Safety Grant. 3160-505505-5543-74102-TRAFSAFTY\_2025

**File Number:** 0064-25

**Director/Commissioner:** Weathers/Armstrong





**Institute of Police Technology and Management**  
University of North Florida  
Jacksonville, Florida

**AGREEMENT**

Agreement between The University of North Florida Training and Service Institute, Inc., d/b/a the Institute of Police Technology and Management, Jacksonville, Florida and the Lexington-Fayette Urban County Government on behalf of the Division of Police, Lexington, Kentucky,

**FOR**

Providing professional, technical and other services needed in conducting an forty (40) hour training course entitled "*Fundamentals of Traffic Crash Dynamics*" for a maximum of thirty (30) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Lexington:

1. One instructional program in "Fundamentals of Traffic Crash Dynamics"
2. To commence on February 17, 2025 and conclude on February 21, 2025.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.



**Institute of Police Technology and Management**  
University of North Florida  
Jacksonville, Florida

The Lexington-Fayette Urban County Government on behalf of the Division of Police agrees to pay a total sum of sixteen thousand five hundred dollars (\$16,500) to the Institute of Police Technology and Management for conducting this course for a maximum of thirty (30) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Lexington-Fayette Urban County Government on behalf of the Division of Police will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with connection to LCD projector
3. LCD-PowerPoint projector
4. Easel for flip chart

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University regulation 1.0050R Sexual Misconduct, are incorporated herein.

This contractual agreement agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
George Androuin, Assistant Vice President  
1 UNF Drive  
Jacksonville, FL 32224

Lexington-Fayette Urban County  
Government

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Cameron Pucci, Director  
12000 Alumni Drive  
Jacksonville, FL 32224

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING THE EXPENDITURE OF KENTUCKY OFFICE OF HIGHWAY SAFETY GRANT FUNDS OF \$16,500.00, FOR THE DIVISION OF POLICE TO HOST A FORTY-HOUR TRAINING COURSE FUNDAMENTALS OF TRAFFIC CRASH DYNAMICS WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT.

---

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

Section 1 - Authorizing the expenditure of Kentucky Office of Highway Safety Grant Funds of \$16,500.00, for the Division of Police to host a forty-hour training course Fundamentals of Traffic Crash Dynamics with the Institute of Police Technology and Management.

Section 2 - That an amount, not to exceed the sum of \$16,500 hereby is approved for payment to the Institute of Police Technology and Management, from account #3160-505505-74102.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

64-25:MRS: 4898-2772-6097, v. 1

RESOLUTION NO. 031 -2025

A RESOLUTION AUTHORIZING THE EXPENDITURE OF KENTUCKY OFFICE OF HIGHWAY SAFETY GRANT FUNDS OF \$16,500.00, FOR THE DIVISION OF POLICE TO HOST A FORTY-HOUR TRAINING COURSE FUNDAMENTALS OF TRAFFIC CRASH DYNAMICS WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT.

---

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

Section 1 - Authorizing the expenditure of Kentucky Office of Highway Safety Grant Funds of \$16,500.00, for the Division of Police to host a forty-hour training course Fundamentals of Traffic Crash Dynamics with the Institute of Police Technology and Management.

Section 2 - That an amount, not to exceed the sum of \$16,500 hereby is approved for payment to the Institute of Police Technology and Management, from account #3160-505505-74102.

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

PASSED URBAN COUNTY COUNCIL:                      January 23, 2025



\_\_\_\_\_  
MAYOR

ATTEST:

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

64-25:MRS: 4898-2772-6097, v. 1



**Institute of Police Technology and Management**  
University of North Florida  
Jacksonville, Florida

**AGREEMENT**

Agreement between The University of North Florida Training and Service Institute, Inc., d/b/a the Institute of Police Technology and Management, Jacksonville, Florida and the Lexington-Fayette Urban County Government on behalf of the Division of Police, Lexington, Kentucky,

**FOR**

Providing professional, technical and other services needed in conducting an forty (40) hour training course entitled "*Fundamentals of Traffic Crash Dynamics*" for a maximum of thirty (30) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Lexington:

1. One instructional program in "Fundamentals of Traffic Crash Dynamics"
2. To commence on February 17, 2025 and conclude on February 21, 2025.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.



**Institute of Police Technology and Management**  
University of North Florida  
Jacksonville, Florida

The Lexington-Fayette Urban County Government on behalf of the Division of Police agrees to pay a total sum of sixteen thousand five hundred dollars (\$16,500) to the Institute of Police Technology and Management for conducting this course for a maximum of thirty (30) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Lexington-Fayette Urban County Government on behalf of the Division of Police will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with connection to LCD projector
3. LCD-PowerPoint projector
4. Easel for flip chart

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University regulation 1.0050R Sexual Misconduct, are incorporated herein.

Human Trafficking. Agency attests, warrants, and represents ***under penalties of perjury***, that Agency does not use coercion for labor or services as these italicized terms are defined by Section 787.06, Florida Statutes. If, at any time in the future, the Agency does use coercion for labor or services, it will immediately notify the University and University may terminate this Agreement and no further agreement will be executed, renewed, or extended between the parties.

This contractual agreement agreed to this 28 day of January, 2025

Signed by:  
  
George Androuin, Assistant Vice President  
1 UNF Drive  
Jacksonville, FL 32224

Lexington-Fayette Urban County  
Government on behalf of the Division  
of Police

By:

Title: Mayor

Date: 1/28/2025

DocuSigned by:  
  
Cameron Pucci, Director  
12000 Alumni Drive  
Jacksonville, FL 32224



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0065-25**

**File ID:** 0065-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 033-2025

**In Control:** Urban County Council

**File Created:** 01/13/2025

**File Name:** Incentive Grant for Friends of Wolf Run Inc.

**Final Action:** 02/06/2025

**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 Friends of Wolf Run, Inc. (FOWR), for a Stormwater Quality Project, at a cost not to exceed \$46,435. [Div. of Water Quality, Martin]

**Notes:** stamped and filed. 2 copies returned to Denise Bullock via pick up. 2.26.25 AA

**Sponsors:**

**Enactment Date:** 02/06/2025

**Attachments:** Blue Sheet, FY24 Class A Neighborhood FOWR GAA ATTACHMENT A\_Grantee Signed, FY25 FOWR - Council Map, RESO 0065-25- Friends of Wolf Run Class A Neighborhood Grant 4922-7982-1585 v.1.docx, R-037-2025, Contract #033-2025

**Enactment Number:** R-037-2025

**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	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
1	Urban County Council	01/23/2025	Received First Reading	Urban County Council	02/06/2025		
1	Urban County Council	02/06/2025	Approved				Pass

### Text of Legislative File 0065-25

#### 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 Friends of Wolf Run, Inc. (FOWR), for a Stormwater Quality Project, at a cost not to exceed \$46,435. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. (FOWR), in the amount of \$46,435.00 for a project relating to stream buffer stewardship. Funds are Budgeted. (L0065-25)  
(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 01/13/25

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$46,435.00

Annual Impact: \$

Project: WQINCENTIVE\_25

Activity: WQ\_GRANT

Budget Reference:

Current Balance: \$1,673,910.00



TO: Mayor Linda Gorton  
Urban County Council

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

DATE: January 8, 2025

SUBJECT: Recommendation for an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. (FOWR)

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Request

The purpose of this memorandum is to request approval of an FY25 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. (FOWR), in the amount of \$46,435.00.

Purpose of Request

The purpose of the project is to support the FY25 stream buffer stewardship program activities within the Wolf Run watershed. The objectives are to create and maintain stream buffer demonstration projects and engage neighborhood leadership in maintaining stream buffers on public and private property. Activities include recruiting, training, supplying, and supporting volunteer stewardship groups to assist LFUCG and streamside property owners in maintaining vegetative riparian buffers along Wolf Run and its tributaries. Furthermore, private property owners are invited to see firsthand measures to improve their stream banks with available, viable, and aesthetically pleasing native trees, shrubs, and perennial plants; and educate the public about the value of streamside buffers.

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 \$46,435.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_25 – WQ\_GRANT

Martin/Albright



**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 **FRIENDS OF WOLF RUN, INC., 639 CARDINAL LANE, LEXINGTON, KENTUCKY 40503**, (hereinafter "Grantee").

**WITNESSETH:**

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

**WHEREAS**, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

- (1) The Government hereby grants the Grantee the sum of **\$46,435.00** (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 **24** 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

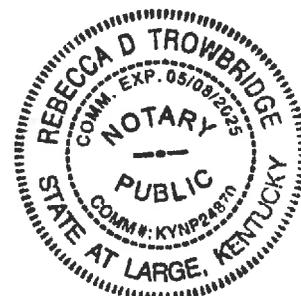
**Grantee Organization:** FRIENDS OF WOLF RUN, INC.  
639 CARDINAL LANE  
LEXINGTON, KENTUCKY 40503

BY: Kenneth B. Cooke  
NAME: Kenneth B. COOKE  
TITLE: Treasurer

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kenneth B. COOKE, as the duly authorized representative for and on behalf of Friends of Wolf Run, on this the 26<sup>th</sup> day of December, 2024.

My commission expires: May 8, 2025.

Rebecca D. Trowbridge  
NOTARY PUBLIC



**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Friends of Wolf Run, Inc. (FOWR)**

**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:**            Friends of Wolf Run, Inc. (FOWR)  
639 Cardinal Lane  
Lexington, KY 40503  
KY Organization #0612068

**Organization President:**        Bruce Hutcheson, President  
859-619-2233 (phone)  
bhutches54@gmail.com (email)

**Primary Project Contact**        Ken Cooke, Treasurer  
**& Project Manager:**            859-940-8234 (phone)  
ken.cooke@canewoods.com (email)



**Secondary Project Contact:**    Lisa Collins Ph.D.  
859-797-0011 (phone)  
friend@wolfrunwater.org (email)

Individual Project Key Stewards (see Project Steward's list)

**Project Steering Committee:**    Dr. Amanda Gumbert, University of Kentucky  
Will Overbeck, Plant Ecologist  
Jean Watts, Wetland Specialist  
Jannine Baker, Native Plant Specialist

**PROJECT PLAN ELEMENTS**

Friends of Wolf Run Inc. and its partners seek funding to address aquatic life, primary and secondary contact recreational use support in Wolf Run and its tributaries by carrying out a “Stream Buffer Restoration” campaign to restore and expand vegetative stream buffers to provide pollutant filtering, bank stability, water quality conditioning, floatables control and temperature moderation through shading the creek, address invasive alien plant infestations and provide aesthetic and habitat improvements to our neighborhoods. Funds are requested for plant materials, landscaping and support supplies and equipment, service contracts, training and support, printing, GIS Data Collection, signage and communications.

**A. Project Objectives:** To create and maintain stream buffer demonstration projects, and engage neighborhood leadership in maintaining stream buffers on both public and private property.

- 1) To recruit, train, supply and support volunteer stewardship groups to assist LFUCG and streamside property owners in maintaining vegetative riparian buffers along Wolf Run and its tributaries;
- 2) To educate the public about the value of streamside buffers;
- 3) To invite private property owners to see firsthand measures they can take to improve their stream banks with available, viable and aesthetically pleasing native trees, shrubs and perennial plants;

- 4) To document and monitor the condition of our waterways in a way usable for resource managers.

**B. Project Strategy and Work Plan:** Ongoing community involvement through steward-planned work activities will identify and recruit volunteers from the neighborhoods adjacent to particular parks, greenways, or other public spaces. This will be accomplished by engaging residents in a progressive level of involvement through the following components.

- 1) **Conducting stream walks** along portions of the stream and inviting area residents via e-mail, door-to-door flyers, postcards, and/or neighbor-to-neighbor personal invitations. During stream walks, we discuss water quality, habitat, and streamside buffer issues and management strategies with the residents. We discuss and seek approval for a remediation plan for the stream from those participating.
- 2) **Planning Trash Cleanup Days.** This event incorporates typically light litter pickups and trash removal.
- 3) **Attacking Invasive Plants via bushwhacking parties.** Use hand tools to remove bush honeysuckle, garlic mustard, multi-flora rose, and Japanese Knot Weed. These activities involve treating cut shrubs with herbicide in accordance with practices developed by the Invasive Plant Working Group. These activities are to provide neighborhood volunteers with firsthand experience in dealing with invasive plants.
- 4) **Follow-up Native Plantings** using volunteers to install perennials, shrubs, and trees according to a planting plan to acquaint neighborhood residents with appropriate plant choices.
- 5) **Bringing in the “Big Kahuna”.** Once the neighborhood fully understands the process, LFUCG, Friends of Wolf Run, and others can then proceed with full-scale invasive control and native plantings with newfound understanding and support from neighborhood leadership.
- 6) **Engaging stewardship volunteers** willing to provide maintenance support for established buffers, controlling invasive, carrying out infill planting, litter control and educational activities for their neighborhoods.
- 7) **Education and Outreach** will be done through the distribution of “Living Along Kentucky Streams” and a “Stream Buffer Brochure” produced by the University of Kentucky Cooperative Extension Service at workdays when promoting events, and door-to-door distribution to streamside property owners. Installing educational signage on site.
- 8) **Effectiveness Monitoring:** Continuing water quality checks for field parameters, (Dissolved Oxygen, pH, Temperature, and Conductivity), soil condition, as well as nutrients, via field spectrophotometers, and pathogens via E. coli analysis in cooperation with LFUCG Town Branch Lab and Bluegrass Community and Technical College.
- 9) **Clearly marking stream buffer improvement areas** will be done with fiberglass posts and educational signs.
- 10) **Documenting areas under management** through careful mapping and GIS datasets sharable with LFUCG, Commonwealth of Kentucky, and regional research institutions.
- 11) **Enjoy our waterways by supervised outings and educational stream visits.**

**C. Individual Projects, Stewards, and Cooperating Organizations by Project Area:** This project incorporates support for nine (9) project sites, planting support and distribution, and overall administration and coordination (eleven 11), as listed below.

- 1) **Preston’s Cave Spring Restoration:** Jerry Weisenfluh, Key Steward assisted by Skybox Ecological Restoration and Geomancer Permaculture Contractors.
- 2) **Deauville Drive Greenway:** Jerome Higginbotham, Key Steward JH Technology Trust, Dunbar High School.
- 3) **Pine Meadow Park and Right of Way:** Julie Marfell, Key Steward, Pine Meadows Neighborhood Association Will Overbeck, contractor, Vaughn’s Branch and Perennial Spring Restoration and buffer maintenance.

- 4) **Gardenside Park Stream Buffer Maintenance:** Kristine Goggin, Key Steward, Gardenside Neighborhood Association Partners. Infill planting, neighborhood engagement.
- 5) **St. Raphael Tobits Trace Spring Trail:** Laurie Daughtery, Key Steward assisted by Skybox Ecological Services, Contractor
- 6) **Elm Fork Stream Demonstration Project:** Mark Felice Key Steward, adjacent private property owners.
- 7) **Buffer Browser Goat's for Invasive Control:** Paula Singer, Project Manager, Capstone Farms Goat Herds, Team of "Goat Wranglers" with agricultural experience.
- 8) **Wolf Run Park Stream Buffer Project:** Tana Allen, Key Steward, and Artist Michelle Armstrong, Cardinal Valley Elementary.
- 9) **Southland Park Stream/Basin Retrofit Neighborhood Engagement Program:** Jean Watts, Southland Park Neighborhood Association
- 10) **Plant Material Propagation/Distribution:** Jannine Baker, Native Plant Specialist Craig Lock, Key Grip.
- 11) **Administration, finance, grant management, fiend support:** Ken Cooke, Project Manager, FOWR Board, Project Support and Administration. With science advisors, GIS Specialists and key stewards.

## **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:

<p>Parks and Recreation, Chris Cooperrider – <a href="mailto:ccooperrider@lexingtonky.gov">ccooperrider@lexingtonky.gov</a></p> <p>Environmental Services (greenways), Demetria Mehlhorn – <a href="mailto:dkimball@lexingtonky.gov">dkimball@lexingtonky.gov</a></p> <p>Environmental Services (street trees), Heather Wilson – <a href="mailto:hwilson@lexingtonky.gov">hwilson@lexingtonky.gov</a></p> <p>Engineering (right-of-way), John Cassel – <a href="mailto:jcassel@lexingtonky.gov">jcassel@lexingtonky.gov</a></p> <p>Engineering (new development), Hillard Newman – <a href="mailto:hnewman@lexingtonky.gov">hnewman@lexingtonky.gov</a></p> <p>Sanitary Sewers, Chris Dent – <a href="mailto:cdent@lexingtonky.gov">cdent@lexingtonky.gov</a></p> <p>Stormwater, Mark Sanders– <a href="mailto:msanders@lexingtonky.gov">msanders@lexingtonky.gov</a></p>
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- 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**

1. **Permanent Capital Infrastructure:** This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.
2. **Ownership:** The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.
3. **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.
4. **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 public or private utility areas.
2. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
3. Applicant shall verify the need and ensure all permits are received (*i.e.*, FEMA, Army Corps, KDOW, etc.) prior to any streambank stabilization work.
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. Applicant shall obtain encroachment agreements for each public site from the Division of Environmental Services.
6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 32.85% cost share offered in the application (approximately \$22,716.95).

**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
Convening of project steering committees	Within 1 Month of NTP, end of February 2025
Approval of work plan by property managers	Within 1 Month of NTP
Conduct Stream Walks in new project areas	April 2025
Conduct Stream Clean Up and Trash Removal	April 2025, October 2026
Conduct Invasive Plant Removal Workdays	April 2025, October 2026
Conduct native plant installations	May 2025, October 2026
Follow-up workdays in existing riparian areas	May 2025 - October 2026
Provide Project Final Report to LFUCG	December 2026

**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.

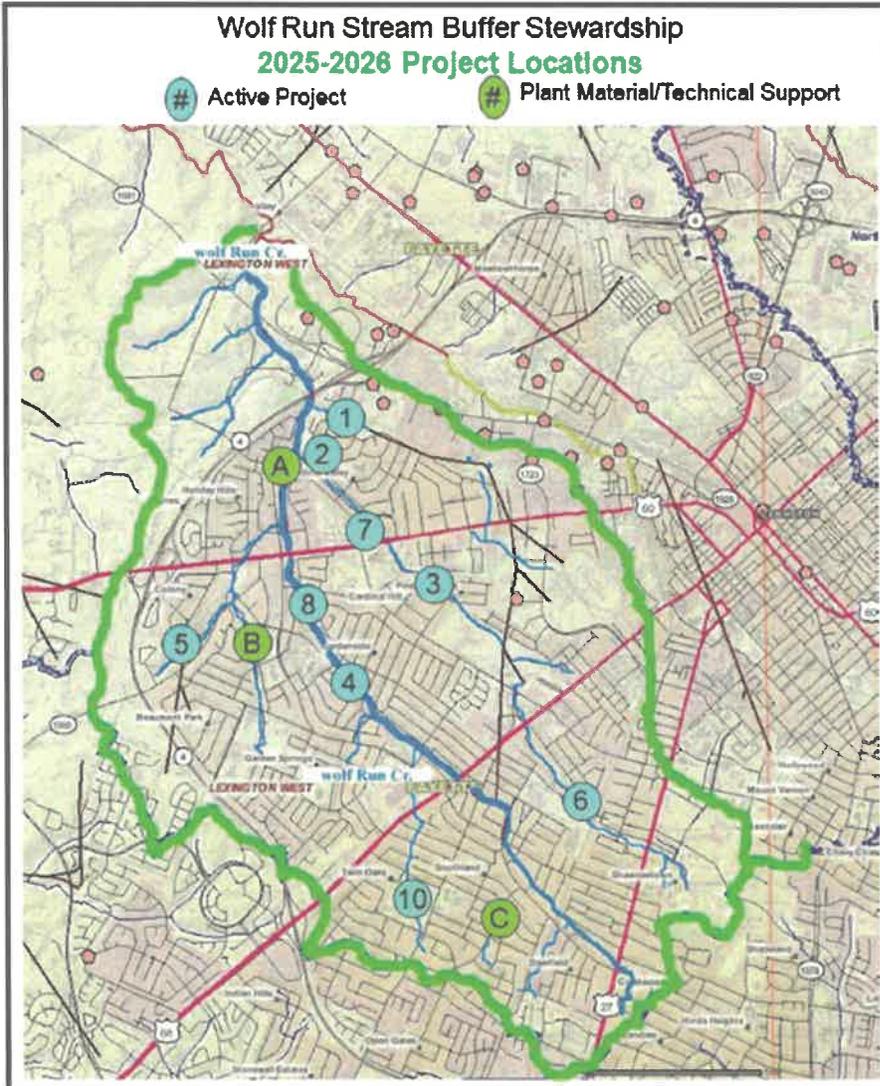
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

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](http://www.bls.gov/oes/current/oes_ky.htm)).

**TABLE 2 – ELIGIBLE EXPENSES / COMBINED BUDGET (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE		QUANTITY	FUNDED BY ORGANIZATION	Funded by Grant	TOTAL EXPENSE	
1	Volunteer Time	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	336	\$ 5,040.00	\$ -	\$ 5,040.00	
2	Project Management	Friends of Wolf Run Trustees, Key Stewards	Supervision, Coordination, Procurement, Reporting	Variable	per hour	412	\$ 8,560.00	\$ -	\$ 8,560.00	
3	Plant Materials	Area vendors/suppliers Commercial Nurseries	Shrub/tree seedlings, seed, native plants	Variable	per project	1	\$ 1,350.00	\$ 9,500.00	\$ 10,850.00	
4	Landscaping Supplies and Materials	Area Vendors	Mulch, Stakes, Volunteer Materials, Trash Bags, Gloves Etc...	Variable	per project	1	\$ -	\$ 4,800.00	\$ 4,800.00	
5	Contracted services	Professional Contractors	Treatments, landscapers, labor	Variable	per project	1	\$ 950.00	\$ 23,940.00	\$ 24,890.00	
6	Donated Professional Services	Botanists, Artists, Consultants, Certified applicators	Supervision, services, design and guidance	Variable	per project	1	\$ 3,526.95	\$ -	\$ 3,526.95	
7	Insurance Services	State Farm Insurance	Liability Coverage for Stream Buffers on DES Properties	\$360	1 Year Coverage	1.5	\$ 540.00	\$ -	\$ 540.00	
8	Internet Information Services	Web Development Specialist	Social Media and Web Site Operations	Variable	per campaign	1	\$ 500.00	\$ 145.00	\$ 645.00	
9	Signage	Friends of Wolf Run Trustees	Markers, Frames, Design and installation	Variable	per project	Varies	\$ 400.00	\$ 5,050.00	\$ 5,450.00	
10	Artwork	ArtStrong CVE Art Program	Design, Approval Processing, installation	\$ 600.00	each	4	\$ 400.00	\$ 2,000.00	\$ 2,400.00	
11	Printing	Friends of Wolf Run Trustees	Printing, meeting handouts, Planning Documents	Variable	per project	Varies	\$ -	\$ 550.00	\$ 550.00	
12	GIS Services	GIS Specialist Dr. Jerry Weisenfluh	Geospatial data analysis for projects and Watershed BMPs	Variable	per project	1	\$ 1,200.00	\$ 200.00	\$ 1,400.00	
13	Field Days/Tours	Friends of Wolf Run Trustees	Site Tours for Project Participant and Key Stewards	\$250	per event	2	\$ 250.00	\$ 250.00	\$ 500.00	
14	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 22,716.95</b>	<b>\$ 46,435.00</b>	<b>\$ 69,151.95</b>
15								<b>ORGANIZATION</b>	<b>GRANT</b>	
16								<b>SHARE</b>	<b>SHARE</b>	
17								<b>32.9%</b>	<b>67.1%</b>	
	<b>*COST SHARE % = 32.85%</b>									

FIGURE 1 – PROJECT LOCATION MAP – WOLF RUN STREAM BUFFER STEWARDSHIP (FROM APPLICATION)



**Note:** Supplemental project element information is provided by the Organization from the Application (see pages 10-27).

**Project Sites**

1. Preston’s Cave Spring Restoration
2. Deauville Drive Greenway
3. Pine Meadow Park and Right of Way
4. Gardenside Park Stream Buffer Maintenance
5. St. Raphael Tobits Trace Spring Trail
6. Elm Fork Stream Demonstration Project
7. Buffer Browser Goat’s for Invasive Control
8. Wolf Run Park Stream Buffer Project
9. Southland Park Stream/Basin Retrofit Neighborhood Engagement Program
10. Plant Material Propagation/Distribution

**PROJECT SITE 1: PRESTON’S CAVE SPRING WOODLAND STREAM BUFFER REPAIR (FROM APPLICATION)**

**Project Personnel**

Jerry Wisenfluh, Key Steward, and Skybox Ecological Support Key Contractor

**Activity and Outlook**

The effort will be devoted to restoring the riparian buffer zone with native vegetation in aim of increasing the plant diversity to help stabilize the plant communities and resist competition from the invasive plant species that dominate the forest understory. This approach is designed to transform the riparian zone in such a way that protection of the stream from aqueous runoff will be enhanced, thereby improving water quality. This FY25-26 component will encompass all or parts of 6 management zones with the park (see map illustration). Right bank zones above and below the main trail will focus on removal of large and resprouted Bush Honeysuckle. Left bank area PCS-LB-1 will focus on wintercreeper control.

**Project components**

- A. Mature Bush Honeysuckle (*Lonicera mackkii*) will be cut, the stumps treated with 21% Glyphosate herbicide and the stems and branches cut in short lengths and dispersed in the understory or stacked as necessary.
- B. Other invasive species present in the park will be monitored and a management plan will be implemented based on prioritization of each species.

- C. Native shrubs such as Willows (*Salix nigra*), Nine-bark (*Physocarpus opulifolius*), Dogwoods (*Cornus drummondii*, *Cornus amomum*), Spicebush (*Lindera benzoin*), Red Bud (*Cercis canadensis*), Buttonbush (*Cephalanthus occidentalis*), and others will be installed in cleared areas. Herbaceous plantings will be accomplished by seeding selected areas with a mixture of Wild rye (*Elymus virginianus* and *E. villosus*) and other native ground cover that competes well with Wintercreeper (*Euonymus fortunei*). Forbs such as Celandine Poppy (*Stylophorum diphyllum*) and Fernleaf phacelia (*Phacelia bipinnatifida*) will be transferred to project areas from local native gardens. Also, tree plantings may include species such as Swamp White Oak (*Quercus bicolor*), Bur Oak (*Quercus macrocarpa*), Shumard Oak (*Q. shumardii*), and Sycamore (*Platanus occidentalis*).
- D. At completion of the project, a final report will be produced, including a description of plant material, planting map and plan for future use.
- E. Stewardship Volunteers will conduct follow-up planting and invasive control in upland areas of the park and in areas previously cleared by contractors throughout the year.
- F. Community Volunteer Days will be organized, inviting neighbors of the park to participate and learn about activities in the park.
- G. Project Key Steward, Jerry Weisenfluh, will continue to coordinate with Parks Staff and Contractors on refining and expanding the natural resources management efforts in the park.

**TABLE 3 – PROJECT SITE 1 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Contracted Services	Skybax Ecological Services, LLC	Cutting and piling honeysuckle; herbicide application to stumps (PCS-RB3)	\$ 2,400.00	per acre	1	\$ -	\$ 2,400.00	\$ 2,400.00	
2	Contracted Services	Skybax Ecological Services, LLC	Mechanical removal of winter creeper followed by seeding (PCS-LB1)	\$ 2,400.00	per 0.25 acre	1	\$ -	\$ 2,400.00	\$ 2,400.00	
3	Plant materials	Skybax Ecological Services, LLC	Collection and installation of native woody and herbaceous species	\$ 50.00	per plant	10	\$ 500.00	\$ -	\$ 500.00	
4	Contracted Services	Skybax Ecological Services, LLC	Careful identification and removal of unwanted alien plants	\$ 1,000.00	per acre	1	\$ 500.00	\$ 500.00	\$ 1,000.00	
5	Plant Materials	Skybax Ecological Services, LLC	Tree whip collection, delivery, planting with follow up control	\$ 10.00	per plant	100	\$ 500.00	\$ 500.00	\$ 1,000.00	
6	Volunteer Hours	Project personnel, FOWR and neighborhood	Volunteer Hours for organizing and advertising event	\$ 15.00	per hour	50	\$ 750.00	\$ -	\$ 750.00	
7	Project Management	Key Steward	Coordinating contractors and volunteers	\$ 20.00	per hour	20	\$ 400.00	\$ -	\$ 400.00	
8	Donated Professional Services	Native Plant Specialist, Jannine Baker	Plant material acquisition, installation and supervision	\$ 40.00	per hour	20	\$ 800.00	\$ -	\$ 800.00	
9	Printing	FWR	Event flyers, planning documents, maps	varies	per project	1	\$ -	\$ 250.00	\$ 250.00	
10	Contracted Services	Skybax Ecological Services, LLC	Survey management zones to identify future goals and priorities	\$ 600.00	per each	1	\$ -	\$ 600.00	\$ 600.00	
11	Donated Professional Services	Licensed Herbicide Applicators	Removal and treatment of existing invasive plants in buffer and upland areas	\$ 25.00	per hour	20	\$ 500.00	\$ -	\$ 500.00	
12	Educational Signage	Area Vendors	Aluminum framed outdoor entrance sign describing spring/park natural features and water quality restoration work	\$ 1,500.00	ea	1	\$ -	\$ 1,500.00	\$ 1,500.00	
13	Supplies	FOWR Volunteer Program	Tools, herbicides, and related supplies	\$ 500.00	per project	1	\$ -	\$ 500.00	\$ 500.00	
14	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 3,950.00</b>	<b>\$ 8,650.00</b>	<b>\$ 12,600.00</b>
15								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
16								<b>31.3%</b>	<b>68.7%</b>	
17										

**PROJECT SITE 2: DEAUVILLE DRIVE GREENSPACE [VALLEY PARK] (FROM APPLICATION)**

**Project Personnel**

Jerome Higgenbotham, Key Steward, Jessie Higgenbotham Technology Trust, Dunbar High

**Activity and Outlook**

Friends of Wolf Run, in partnership with the Jesse Higginbotham Technology Trust, is seeking funding for an LFUCG Water Quality Incentive Grant for proposed work on a portion of Vaughn’s Branch along Deauville Drive.

**Scope of Work**

Volunteers from the Jesse Higginbotham Technology Trust, under the leadership of the Key Steward Jerome Higginbotham, will:

1. Remove invasive species (such as Bush Honeysuckle, winter creeper, etc.).
2. Apply treatments as needed to prevent its return.
3. Preserve any native species we find,
4. Plant additional native species to create a Riparian Buffer Zone following the best practices outlined by the University of Kentucky.
5. Clear the area of any trash and litter exposed.

**The overall goal of this project** is to create a Riparian Stream Buffer Zone, which will have a variety of effects. It will improve water quality because, as water flows through the zone, it will be naturally filtered by the native plant root systems. In addition, these root systems will help prevent erosion to the stream bank. Finally, these plants will naturally attract pollinators and will serve as a nesting and food source for a variety of animal species.

**TABLE 4 – PROJECT SITE 2 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Volunteer Time	JHTT, Cardinal Valley Neighborhood	Invasive plant removal and control, installing and mulching native plants	\$ 15.00	hour	40	\$600.00	\$ -	\$600.00	
2	Project management	Jesse Higginbotham Technology Trust, Inc.	Jerome Higginbotham, Key Steward, volunteer planning and organizing	\$ 20.00	hour	20	\$400.00	\$ -	\$400.00	
3	Project Management	Friends of Wolf Run	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	hour	5	\$100.00	\$ -	\$100.00	
4	Plant Materials	Area Nurseries, JHTT Ky Forestry Division	Plants, Shrubs, tree whips, seeds	\$ 1,500.00	per project	1	\$ -	\$1,500.00	\$1,500.00	
5	Supplies	Area vendors	Landscape supplies, mulch, volunteer support material	\$ 500.00	per project	1	\$ -	\$500.00	\$500.00	
6	<b>TOTAL PROJECT BUDGET:</b>							<b>\$1,100.00</b>	<b>\$2,000.00</b>	<b>\$3,100.00</b>
7								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
8	*COST SHARE % =							<b>35.5%</b>	<b>64.5%</b>	
9										

**PROJECT SITE 3: PINE MEADOW NEIGHBORHOOD PARK AND RIGHT OF WAY BUFFER MAINTENANCE**

**Project Personnel**

Julie Marfell, Key Steward, Pine Meadow Neighborhood Association.

**Activity and Outlook:**

Pine Meadow Park has been under stewardship since 2012. Honeysuckle has been removed from about 1 acre of stream buffer and at least 0.25 acres have been completely rehabilitated with native forest canopy and understory species. Continued maintenance is needed to further the removal of garlic mustard, wintercreeper, Japanese hedge parsley, white mulberry, Amur honeysuckle, Callery pear, and many other weeds that are beginning to colonize the bare soil where restoration has begun.

**The project has three main components:**

5. Stream Buffer Restoration Zone and Wetland Planting Maintenance and Monitoring [4 site management visits].
6. Monitoring Floristic Quality Assessment summary report of 4 vegetative sampling plots and photo point data.
7. Volunteer Days, Donated Plant Materials, and other in-kind contributions.

**TABLE 5 – PROJECT SITE 3 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Contracted Services	Will Overbeck	Site monitoring, invasive species removal, site stewardship including planting	\$ 750.00	per visit	4	\$ -	\$ 3,000.00	\$ 3,000.00	
2	Volunteer Hours	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	30	\$ 450.00	\$ -	\$ 450.00	
3	Project Coordination	Volunteer Key Steward Julie Marfell	Project management, Contractor Supervision, Planning/Communications	\$ 20.00	per hour	10	\$ 200.00	\$ -	\$ 200.00	
4	Plant Materials (purchased)	Project personnel, FWR and neighborhood	In-kind contribution of 20 trees/shrubs/herbs	\$ 400.00	Per Project	1	\$ -	\$ 400.00	\$ 400.00	
5	Plant Materials (Donated)	Project personnel, FWR and neighborhood	In-kind contribution of 20 trees/shrubs/herbs	\$ 350.00	Per Project	1	\$ 350.00	\$ -	\$ 350.00	
6	Donated Professional Services	Will Overbeck Plant Ecologist	scientific assessment of the site using quantitative vegetation sampling	\$ 1,000.00	Per each	1	\$ 1,000.00	\$ -	\$ 1,000.00	
7	Supplies	Area Vendors	Landscaping supplies, tools and volunteer support materials	\$ 300.00	Per Project	1	\$ -	\$ 300.00	\$ 300.00	
8	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 2,000.00</b>	<b>\$ 3,700.00</b>	<b>\$ 5,700.00</b>
9								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
10	*COST SHARE % =							<b>35.1%</b>	<b>64.9%</b>	
11										
12										

\* Note: Organization share must be >20% of total project costs.

**PROJECT SITE 4: GARDENSIDE PARK**

**Project Personnel**

Kristine Goggin, Key Steward, Gardenside Neighborhood Association, Partners

**Scope and Outlook**

Gardenside Neighborhood Leadership is requesting funding for continued maintenance of a robust stream buffer restoration effort through the park and on private property where the stream runs through the neighborhood from Beacon Hill to Appomattox Road along the creek bank. Park renovations, post post-sanitary sewer work, are nearing completion. The addition of the pickleball court hardscaping has increased runoff in an area that collects rainwater for prolonged periods after heavy rainfall. We will work to seek approval from Parks and Recreation to create and maintain a vegetative trench buffer around the pickleball court to mitigate runoff. We will continue to work with parks to keep them informed of our volunteer work in the park and on issues identified within the stream buffer that fall outside the scope of our work.

**TABLE 6 – PROJECT SITE 4 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Volunteer Time	Area neighbors	Litter pickup, invasive management, planting, seeding, educational field days	\$ 15.00	Per Hour	50	\$ 750.00	\$ -	\$ 750.00	
2	Contracted Services	Bid/Skybox/Ecogro	Poison Ivy Control, Large Tree Installation	\$ 400.00	Per Visit	3	\$ -	\$ 1,200.00	\$ 1,200.00	
3	Donated Professional Services	Certified Herbicide Applicator	Invasive Control/Knoxious Weed Control	\$ 18.00	Per Hour	5	\$90.00	\$ -	\$ 90.00	
4	Donated Professional Services	Water Quality/Native Plant Experts	Plant selection and acquisition, planting supervision, effectiveness monitoring	\$ 17.39	Per Hour	5	\$86.95	\$ -	\$ 86.95	
5	Donated Professional Services	Landscape Design Consultant	Design planning, plant selection and acquisition, planting supervision, effectiveness monitoring	\$ 45.00	Per Hour	10	\$450.00	\$ -	\$ 450.00	
6	Project Management	Key Steward (s)	Project Coordination, Neighborhood Engagement, Communications and Planning	\$ 20.00	Per Hour	75	\$ 1,500.00	\$ -	\$ 1,500.00	
7	Project Management	Friends of Wolf Run Trustees	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	Per Hour	11	\$ 220.00	\$ -	\$ 220.00	
8	Plant Materials	Area Nurseries	Tree Whips, Seed and Perennial Flowering Plants	\$ 1,000.00	Per Project	2	\$ -	\$2,000.00	\$ 2,000.00	
9	Materials and landscaping supplies	Area Vendors	Landscaping supplies, mulch, volunteer support materials	\$ 500.00	Per Project	1	\$ -	\$ 500.00	\$ 500.00	
10	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 3,096.95</b>	<b>\$ 3,700.00</b>	<b>\$ 6,796.95</b>
11								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
12								<b>45.6%</b>	<b>54.4%</b>	
13										
14										

\*COST SHARE % = 45.56%

\* Note: Organization share must be >20% of total project costs.

**PROJECT SITE 5: TOBIT’S TRACE SPRING GARDEN - ST. RAPHAEL’S EPISCOPAL CHURCH**

**Project Personnel**

Cardinal Run Laura Daugherty, Key Steward, Skybox Ecological Services, Contractor

**Summary**

The project is located at the rear of the property owned by St. Raphael Episcopal Church, adjoining the Colony Neighborhood. It contains a tributary to Cardinal Run that makes its way to what is known as “Blue Hole.” Over recent years, the church has been awarded grants to clear out invasive plant material like honeysuckle, winter creeper, and poison hemlock and create a more natural stream bed feature to use for walking trails. Each year we plant and maintain native flowering, fruit and nut bearing trees, shrubs, and plant materials in order to maintain the ecological balance of the area and keep invasive species of plants at a minimum.

**TABLE 7 – PROJECT SITE 5 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	<b>Project Element: Initial Treatment &amp; Removal of Invasive Species [approx 1 acre]</b>									
2	Invasive Control and Maintenance	Bids/Skybox	Treat and remove resprouts in previously cleared areas	\$ 70.00	Per treatment	8	\$ -	\$ 560.00	\$ 560.00	
3	Native Grasses and Forbs	Bids/Skybox	Re-seed/plant as needed for successful	\$ 100.00	Per time	8	\$ -	\$ 800.00	\$ 800.00	
4	Mechanical	Bids/Skybox	Mowing wildflower field	\$ 240.00	Per time	2	\$ -	\$ 480.00	\$ 480.00	
5	Mechanical	Bids/Skybox	Keeping perimeter/fenceline mowed and trail	\$ 180.00	Per time	4	\$ 450.00	\$ 270.00	\$ 720.00	
6	Mechanical	Bids/Skybox	Hillside cutting	\$ 240.00	Per time	4	\$ -	\$ 960.00	\$ 960.00	
7	Volunteer Time	St. Raphael	weeding, mulching, light maintenance;	\$ 15.00	Per Hour	26	\$ 390.00	\$ -	\$ 390.00	
8	Project Management	Laurie Daugherty	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00	
9	Project Management	Ken Cooke/Friends of Wolf Run	Key Steward Event Coordination, volunteer organization and planning	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00	
10	<b>Totals</b>							<b>\$ 1,040.00</b>	<b>\$ 3,070.00</b>	<b>\$ 4,110.00</b>
11								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
12								<b>25.3%</b>	<b>74.7%</b>	
13										
14										

\*COST SHARE % = 25.30%

\* Note: Organization share must be >20% of total project costs.

**PROJECT SITE 6: (LEFT) PROJECT AREA INCLUDES 445, 447 AND 451 SPRING HILL DRIVE, PICADOME NEIGHBORHOOD; (RIGHT) PICTURE OF ELM FORK OF VAUGHN’S BRANCH**

**Project Personnel**

Mark Felice, Property Owner, Picadome Neighborhood

**Water Quality Problem Addressed:**

Wolf Run and its tributaries primarily cross private lands, mostly in residential areas with over 22,000 parcels in the overall watershed. This project element seeks to establish a demonstration

area for residential property owners developing methods for invasive control, native planting, and maintenance for individual landowners.

**Project Scope and Outlook**

1. *Cut, treat, and chip on site or remove Asian Bush Honeysuckle, vines on trees, and Bradford Pear along the stream.*
2. *Plant native seedlings appropriate for utility rights of way (Rough Leaved Dogwood, Native Plum, Redbud, etc...)*
3. *Applying wood chip soil conditioning and mulch.*
4. *Seeding with riparian grasses/native flowering plants as a ground cover.*
5. *Volunteer stream walks and neighborhood workdays will be scheduled to involve area residents.*

**TABLE 8 – PROJECT SITE 6 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Plant Materials	Area Nurseries and seed providers	Native riparian trees, shrubs and perennial plants	\$ 500.00	Per Project	2	\$ -	\$ 1,000.00	\$ 1,000.00
2	Landscaping Supplies and Materials	Area Vendors	Mulch, stakes, hand tools, volunteer support materials	\$ 500.00	Per Project	1	\$ -	\$ 500.00	\$ 500.00
3	Contract Labor	Landscaping professionals	Tree installation, site preparation, invasive removal.	\$ 50.00	Per Hour	25	\$ -	\$ 1,250.00	\$ 1,250.00
4	Project Coordination	Mark Felice, Key Steward	Project planning, supervision, supplemental work	\$ 20.00	Per Hour	30	\$ 600.00	\$ -	\$ 600.00
5	Project Coordination	Friends of Wolf Run	Grant administration, accounting, purchasing	\$ 20.00	Per Hour	10	\$ 200.00	\$ -	\$ 200.00
6	Volunteer Time	Area residents and event participants	Educational activities and volunteer work day assistance	\$ 15.00	Per Hour	10	\$ 150.00	\$ -	\$ 150.00
7									
8				<b>TOTAL PROJECT BUDGET:</b>			<b>\$ 950.00</b>	<b>\$ 2,750.00</b>	<b>\$ 3,700.00</b>
9							<b>ORGANIZATION</b>	<b>GRANT</b>	
10			<b>*COST SHARE % =</b>	<b>25.68%</b>			<b>SHARE</b>	<b>SHARE</b>	
11							<b>25.7%</b>	<b>74.3%</b>	

**PROJECT SITE 7: BUFFER BROWSERS, THE GOAT PROJECT AT OXFORD CIRCLE**

**Project Personnel**

Paula Singer, Project Coordinator S.W.M.B.O; David Neville, Goatherd Contractor and Ken Cooke, Grant Management, financial reporting.

Technical Advisors - Jody Thompson, Research & Extension Associate, Forestry & Natural Resources.

**Project Scope and Outlook**

This project seeks to further develop community-supported use of small ruminant browsers (browsing goat species) to manage invasive species along this urban stream bank. Management of invasives will improve water quality through allowing the establishment of diverse native plants and understory trees. Mature canopy trees will be identified and preserved.

**Project goals:**

- 1) Expand the project area from the current one acre to an area of up to 2 acres. We will expand in a southerly direction (towards Versailles Rd) while being mindful of the restrictions imposed by the terrain.
- 2) Use of fewer goats over a longer time period. Our first 2-week browse in Spring 2023 used 15 goats; our second 2-week browse in Fall 2023 used seven goats; our upcoming Spring 2024 browse will use 5 to 7 goats. Our observations are that fewer goats over a longer period of time will elicit more winter-creeper grazing and we wish to encourage this alimentary behavior.
- 3) Inventory of existing beneficial trees, both canopy and understory.
- 4) Wildlife and bird inventory
- 5) A native species planting plan, including a Monarch Way Station, designed by community volunteers.
- 6) The establishment of a community-based Vaughn’s Branch Goat Authority to continue the maintenance of the project site to ensure it becomes a “greenway amenity...as well as an active piece to the stormwater and drainage plan.” (Pg. 56 Oxford Circle Redevelopment and Feasibility Study).

**Plan of Work**

- Continuation of volunteer efforts to remove all trash from the project stream banks and surrounding area. This will be a daily and ongoing effort while the goats are at work.
- Volunteer goat checks and monitoring at minimum 3 times per day. Goat wellness and head count; electric “live” fence check with a provided voltmeter.
- Using the apps iNaturalist for plants and Merlin for birds, volunteers will document and flag beneficial trees and maintain a record of avian species in the project area as well as other wildlife species.
- Volunteers will continue to cut back any bush honeysuckle that is beyond the reach of the goats.
- Volunteers will design a native species planting plan using the Lexington *Live Green* Plant by Numbers guides.
- Several special event demonstration days will be offered over the course of the three browsing seasons where David Neville will supervise as community members are allowed to get up close and personal with some of the goats. Questions about our project’s purpose will be answered.

- Outreach will continue to Cardinal Valley Elementary’s Green Ribbon School Award Winner and Nature Studies teacher Adonya Boyle; CVE art teacher Michelle Newby Armstrong and Doug Ashcraft, Agriculture Educator at Locust Trace AgriScience Center.
- Outreach will continue to Oxford Circle merchants.

**TABLE 9 – PROJECT SITE 7 (FROM APPLICATION)**

LINE NO.	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Contracted Services	Goatherd David Neville	Site containment setup, Goat delivery, management and support	\$2,600.00	Per 3 week browsing session	3	\$ -	\$ 7,800.00	\$ 7,800.00	
2	Contracted services	Goatherd plus local contractor	Temporary containment fencing materials and installation	\$2,520.00	Per Each	1	\$ -	\$ 2,520.00	\$ 2,520.00	
3	Volunteer Supplies		Trash bags, gloves, pickers, refreshments	\$ 600.00	per project	1	\$ -	\$ 600.00	\$ 600.00	
4	Project Management	Paula Singer, Key Steward	Project coordination	\$ 20.00	Per Hour	50	\$ 1,000.00	\$ -	\$ 1,000.00	
5	Professional Services	UK Research and Extension Jody Thompson	Technical Support, Effectiveness Monitoring Demonstration project	\$ 350.00	per project	1	\$ 350.00	\$ -	\$ 350.00	
6	Professional Services	Goat Wranglers	Animal management, health checks, containment Checks	\$ 20.00	Per Hour	75	\$ 1,500.00	\$ -	\$ 1,500.00	
7	Grant Management and Reporting	Friends of Wolf Run: Ken Cooke	Processing payments, grant reports.	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00	
8	Volunteer Time	Community Partners	Cleanup, site visits, educational field days	\$ 15.00	Per Hour	70	\$ 1,050.00	\$ -	\$ 1,050.00	
9	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 4,000.00</b>	<b>\$ 10,920.00</b>	<b>\$ 14,920.00</b>
10								<b>ORGANIZATION</b>	<b>GRANT</b>	
11	*COST SHARE % = 26.81%							<b>SHARE</b>	<b>SHARE</b>	
12								<b>26.8%</b>	<b>73.2%</b>	
13										

\* Note: Organization share must be >20% of total project costs.

**PROJECT SITE 8: WOLF RUN PARK STREAM BUFFER EXPANSION**

**Project Personnel**

Tana Allen, Key Steward, and Michelle Armstrong, Cardinal Valley Elementary Arts Program

**Plan of Work and Timeline**

Our project scope for this area intends to better engage adjacent residents (separated from the park by the creek) in litter control, invasive plant control, and native plantings along the stream buffer. We hope to continue historic efforts by residents of The Lane, Port Royal Neighborhood and Gardenside/Maywick to naturalize the corridor along the stream. Our Key Steward will visit on a regular basis and hold volunteer workdays recruiting assistance to deal with the larger trash deposits near adjacent apartment complexes where trash has been a chronic problem for decades

**Application of Funding:**

Funds are requested to cover the cost of native plant materials, trees, shrubs, perennial flowering plants and seed to install in designated demonstration areas along the waterway, along with landscaping materials and supplies to support volunteer workdays organized to engage area residents. Funding is also sought for the design, materials and installation of the storm drain artwork. Match will come from our Key Steward’s volunteer time, donated design services from our artist and volunteer time from area residents participating in organized volunteer events.

Impact and outcomes: We anticipate planting about 40 tree whips, 20 shrubs and cover over a half mile of stream bank with regular litter patrols.

**TABLE 10 – PROJECT SITE 8 (FROM APPLICATION)**

TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE		
1 Volunteer Hours	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	30	\$ 450.00	\$ -	\$ 450.00		
2 Project Coordination	Volunteer Key Steward Tana Allen	Project management, Contractor Supervision, Planning/Communications	\$ 20.00	per hour	15	\$ 300.00	\$ -	\$ 300.00		
3 Plant Materials (Purchased)	Area Vendors	Trees, Shrubs, Perennial plants and seed	\$2,000.00	Per Project	1	\$ -	\$ 2,000.00	\$ 2,000.00		
4 Landscaping Supplies and Materials	Area Vendors	Much, stakes, marking, tools and volunteer materials	\$ 300.00	Per Project	1	\$ -	\$ 300.00	\$ 300.00		
5 Artwork	ArtStrong CVE Art Program	Design, design approval Process	\$ 200.00	per each	4	\$ 400.00	\$ 400.00	\$ 800.00		
6 Artwork	ArtStrong CVE Art Program	Materials, student transport, site prep and installation	\$ 400.00	per each	4	\$ -	\$ 1,600.00	\$ 1,600.00		
7 Grant Management and Reporting	Friends of Wolf Run: Ken Cooke	Processing payments, grant reports.	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00		
9	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 1,250.00</b>	<b>\$ 4,300.00</b>	<b>\$ 5,550.00</b>
10								<b>ORGANIZATION</b>	<b>GRANT</b>	
11	*COST SHARE % = 22.52%							<b>SHARE</b>	<b>SHARE</b>	
12								<b>22.5%</b>	<b>77.5%</b>	

**PROJECT SITE 9: SOUTHLAND PARK STORMWATER BASIN AND STREAM BUFFER NEIGHBORHOOD ENGAGEMENT**

**Project Personnel**

Jean Watts, Southland Park Neighborhood Association, Project "Bowspirit"

Southland Park hosts a new award-winning stormwater control system utilizing amended soils, constructed hyporheic aquifers, and native plantings throughout the city park. The system is designed to be open and accessible to park visitors and the area will be professionally maintained by the Division of Environmental Services contractors.

The funding we seek will support two activities by the Southland Park neighborhood related to public education and involvement in ensuring the installation's success.

**TABLE 11 – PROJECT SITE 9 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Volunteer Hours	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	30	\$ 450.00	\$ -	\$ 450.00
2	Project Coordination	Volunteer Project BowSpirit Jean Watts	Project management, Contractor Supervision, Planning/Communications	\$ 20.00	per hour	15	\$ 300.00	\$ -	\$ 300.00
3	Plant Materials (Purchased)	Area Vendors	Flowering Perennials	\$ 300.00	Per	1	\$ -	\$ 300.00	\$ 300.00
4	Landscaping Supplies and Materials	Area Vendors	Mulch, stakes, marking, tools and volunteer materials	\$ 300.00	Per Project	1	\$ -	\$ 300.00	\$ 300.00
5	Signage	Sign Vendor	Sign frame, printing and installation	\$ 1,500.00	Per Sign	2		\$ 3,000.00	\$ 3,000.00
6	Signage	Graphic Designer	Sign composition, editing, layout and design	\$ 200.00	per each	2	\$ 400.00	\$ -	\$ 400.00
7	<b>TOTAL PROJECT BUDGET:</b>						<b>\$ 1,150.00</b>	<b>\$ 3,600.00</b>	<b>\$ 4,750.00</b>
8							<b>ORGANIZATION</b>	<b>GRANT</b>	
9	<b>*COST SHARE % =</b>						<b>24.21%</b>	<b>SHARE</b>	<b>SHARE</b>

**PROJECT SITE 10: NATIVE RIPARIAN PLANT MATERIALS PROPAGATION AND DISTRIBUTION SUPPORT**

**Project Personnel**

Jannine Baker, Native Plant Specialist, Craig Lock, Support Services

We have developed efficiencies in procuring and distributing native plant materials to our project sites and have found that sourcing suitable plant materials requires a great deal of forethought and planning. (Often, we will need to order materials a season in advance).

This support service, headed by Native Plant Specialist, Jannine Baker, retired from the University of Kentucky Plant Pathology Department (Pictured above) volunteers to provide consulting services, installation, maintenance training, acquisition, care, distribution, and tracking for suitable plant materials for stream buffer restoration.

**TABLE 12 – PROJECT SITE 10 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Donated Professional Services	Native Plant Specialist Jannine Baker	Plant selection, acquisition, potting, consulting and distribution	\$ 40.00	Per Hour	15	\$600.00	\$ -	\$600.00
2	Plant Materials	Area vendors/suppliers Commercial Nurseries	Shrub/tree seedlings, seed, native plants	\$ 1,000.00	Per Project	1	\$ -	\$1,000.00	\$1,000.00
3	Planting Materials and Supplies	Area vendors/suppliers Commercial Nurseries	Potting Media, pots, tools, mulch, labling,	\$ 500.00	Per Project	1	\$ -	\$500.00	\$500.00
4	Project Management	Friends of Wolf Run Treasurer	Ordering, supplies delivery, accounting, reporting	\$ 18.00	Per Hour	5	\$90.00	\$ -	\$90.00
5	<b>TOTAL PROJECT BUDGET:</b>						<b>\$690.00</b>	<b>\$ 1,500.00</b>	<b>\$2,190.00</b>
6							<b>ORGANIZATION</b>	<b>GRANT</b>	
7	<b>*COST SHARE % =</b>						<b>31.51%</b>	<b>SHARE</b>	<b>SHARE</b>
8							<b>31.5%</b>	<b>68.5%</b>	
9	<b>* Note: Organization share must be &gt;20% of total project costs.</b>								

**PROJECT SITE 11: NATIVE RIPARIAN PLANT MATERIALS PROPAGATION AND DISTRIBUTION SUPPORT**

**Overall Project Administration**

**Project Personnel**

Ken Cooke, Project Administrator, Friends of Wolf Run, Friends of Wolf Run Board of Trustees.

Friends of Wolf Run leadership will provide general project coordination including:

1. Providing no-mow zone markers for project areas.
2. Distribution to key stewards and neighborhood leadership publications related to stream buffer science, installation, and maintenance. (Living Along A Kentucky Stream).
3. Outreach and communication regarding specific project workdays, tours, and events through social media, website, email distribution, and printed flyers.
4. Ordering and delivering requested tools, equipment, and supplies to volunteer leadership
5. On-site field support for Key Stewards, organizing meetings and planning sessions with property owners, city officials, and volunteer leadership.
6. Specific coordination of Herbicide Applicators Certification through the Kentucky Department of Agriculture Division of Pesticide Regulation. Our goal is to have at least one certified herbicide applicator assigned to each project area. The project covers the testing fee and certification fee for the Key Steward or his/her designated project representative.
7. Provide Geographic Information System database using E.S.R.I. ArcMap Pro with extensions to support the various project elements. The goal is to collect geographic data from historical, active, and prospective project areas to share with the Division of Water Quality, Lexington Parks, and the Division of Environmental Services. Grant funds will be used to cover the annual software subscription (Non-Profit Rate) matched by donated GIS operator time.
8. Provide insurance services for project locations requiring indemnification and/or liability coverage (DES Greenways).
9. Making financial arrangements, purchasing coordination, accounting, grant reporting and record-keeping for the overall project.
10. Project long-range planning for future funding and alternative funding sources for grant match and new development.

**TABLE 13 – PROJECT SITE 10 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Signage	Friends of Wolf Run Trustees	No Mow Zone Boundary Markers, Stickers and polls	\$ 11.00	Per Each	50	\$ -	\$ 550.00	\$ 550.00
2	Printing	Friends of Wolf Run Trustees	Printing, meeting handouts, Planning Documents	\$ 1.00	Per Each	300	\$ -	\$ 300.00	\$ 300.00
3	Internet Information Services	Web Development Specialist	Social Media and Web Site Operations	Variable	Per Campaign	1	\$ 500.00	\$ 145.00	\$ 645.00
4	Field Day	Friends of Wolf Run Trustees	Field Trip for Project Participant and Key Stewards	\$ 250.00	Per Event	2	\$250.00	\$ 250.00	\$ 500.00
5	Insurance Services	State Farm Insurance	Liability Coverage for Stream Buffers on DES Properties	\$ 360.00	1 Year Coverage	1.5	\$540.00	\$ -	\$ 540.00
6	GIS Services	GIS Specialist Dr. Jerry Weisenfluh	Geospatial data analysis for projects and Watershed BMPs	\$ 40.00	Hour	30	\$1,200.00	\$ -	\$1,200.00
7	GIS Services	E.S.R.I.	ArcMap Pro Non-Profit License for GIS Specialist	\$ 100.00	per year	2	\$ -	\$200.00	\$200.00
8	Materials and Supplies	Area Vendors	Landscaping Supplies/volunteer Tools and Equipment	Variable	Per Unit	1	\$ -	\$ 800.00	\$ 800.00
9	Project Management	Friends of Wolf Run Trustees	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	Per Hour	50	\$ 1,000.00	\$ -	\$ 1,000.00
10	Totals			<b>TOTAL PROJECT BUDGET:</b>			<b>\$ 3,490.00</b>	<b>\$2,245.00</b>	<b>\$ 5,735.00</b>
11							<b>ORGANIZATION</b>	<b>GRANT</b>	
12			<b>*COST SHARE % =</b>		<b>60.85%</b>		<b>SHARE</b>	<b>SHARE</b>	
13							<b>60.9%</b>	<b>39.1%</b>	

Stormwater Quality Projects Incentive Grant Program



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 FRIENDS OF WOLF RUN, INC. (FOWR), FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$46,435.00.

---

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 Friends of Wolf Run, Inc. (FOWR), for a stormwater quality project.

Section 2 – That an amount, not to exceed \$46,435.00, be and hereby is approved for payment to Friends of Wolf Run, Inc. (FOWR), 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

0065-25:EPT\_4922-7982-1585, v. 1

RESOLUTION NO. 037 – 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 FRIENDS OF WOLF RUN, INC. (FOWR), FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$46,435.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Friends of Wolf Run, Inc. (FOWR), for a stormwater quality project.

Section 2 – That an amount, not to exceed \$46,435.00, be and hereby is approved for payment to Friends of Wolf Run, Inc. (FOWR), from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:            February 6, 2025



\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0065-25:EPT\_4922-7982-1585, v. 1

**GRANT AWARD AGREEMENT**

*Fiscal Year 2025 Class A Incentive Grant Program*

**THIS AGREEMENT**, made and entered into on the 26 day of Feb, 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 **FRIENDS OF WOLF RUN, INC., 639 CARDINAL LANE, LEXINGTON, KENTUCKY 40503**, (hereinafter "Grantee").

**WITNESSETH:**

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

**WHEREAS**, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

- (1) The Government hereby grants the Grantee the sum of **\$46,435.00** (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 24 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:  
[Signature]  
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: FRIENDS OF WOLF RUN, INC.  
639 CARDINAL LANE  
LEXINGTON, KENTUCKY 40503  
BY: [Signature]  
NAME: Kenneth B. COOKE  
TITLE: Treasurer

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kenneth B. COOKE, as the duly authorized representative for and on behalf of Friends of Wolf Run, on this the 26<sup>th</sup> day of December, 2024.

My commission expires: May 8, 2025  
Rebecca D. Trowbridge  
NOTARY PUBLIC



**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Friends of Wolf Run, Inc. (FOWR)**

**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:**            Friends of Wolf Run, Inc. (FOWR)  
639 Cardinal Lane  
Lexington, KY 40503  
KY Organization #0612068

**Organization President:**        Bruce Hutcheson, President  
859-619-2233 (phone)  
bhutches54@gmail.com (email)

**Primary Project Contact**  
**& Project Manager:**            Ken Cooke, Treasurer  
859-940-8234 (phone)  
ken.cooke@canewoods.com (email)



**Secondary Project Contact:**    Lisa Collins Ph.D.  
859-797-0011 (phone)  
friend@wolfrunwater.org (email)

Individual Project Key Stewards (see Project Steward's list)

**Project Steering Committee:**    Dr. Amanda Gumbert, University of Kentucky  
Will Overbeck, Plant Ecologist  
Jean Watts, Wetland Specialist  
Jannine Baker, Native Plant Specialist

**PROJECT PLAN ELEMENTS**

Friends of Wolf Run Inc. and its partners seek funding to address aquatic life, primary and secondary contact recreational use support in Wolf Run and its tributaries by carrying out a "Stream Buffer Restoration" campaign to restore and expand vegetative stream buffers to provide pollutant filtering, bank stability, water quality conditioning, floatables control and temperature moderation through shading the creek, address invasive alien plant infestations and provide aesthetic and habitat improvements to our neighborhoods. Funds are requested for plant materials, landscaping and support supplies and equipment, service contracts, training and support, printing, GIS Data Collection, signage and communications.

**A. Project Objectives:** To create and maintain stream buffer demonstration projects, and engage neighborhood leadership in maintaining stream buffers on both public and private property.

- 1) To recruit, train, supply and support volunteer stewardship groups to assist LFUCG and streamside property owners in maintaining vegetative riparian buffers along Wolf Run and its tributaries;
- 2) To educate the public about the value of streamside buffers;
- 3) To invite private property owners to see firsthand measures they can take to improve their stream banks with available, viable and aesthetically pleasing native trees, shrubs and perennial plants;

- 4) To document and monitor the condition of our waterways in a way usable for resource managers.

**B. Project Strategy and Work Plan:** Ongoing community involvement through steward-planned work activities will identify and recruit volunteers from the neighborhoods adjacent to particular parks, greenways, or other public spaces. This will be accomplished by engaging residents in a progressive level of involvement through the following components.

- 1) **Conducting stream walks** along portions of the stream and inviting area residents via e-mail, door-to-door flyers, postcards, and/or neighbor-to-neighbor personal invitations. During stream walks, we discuss water quality, habitat, and streamside buffer issues and management strategies with the residents. We discuss and seek approval for a remediation plan for the stream from those participating.
- 2) **Planning Trash Cleanup Days.** This event incorporates typically light litter pickups and trash removal.
- 3) **Attacking Invasive Plants via bushwhacking parties.** Use hand tools to remove bush honeysuckle, garlic mustard, multi-flora rose, and Japanese Knot Weed. These activities involve treating cut shrubs with herbicide in accordance with practices developed by the Invasive Plant Working Group. These activities are to provide neighborhood volunteers with firsthand experience in dealing with invasive plants.
- 4) **Follow-up Native Plantings** using volunteers to install perennials, shrubs, and trees according to a planting plan to acquaint neighborhood residents with appropriate plant choices.
- 5) **Bringing in the “Big Kahuna”.** Once the neighborhood fully understands the process, LFUCG, Friends of Wolf Run, and others can then proceed with full-scale invasive control and native plantings with newfound understanding and support from neighborhood leadership.
- 6) **Engaging stewardship volunteers** willing to provide maintenance support for established buffers, controlling invasive, carrying out infill planting, litter control and educational activities for their neighborhoods.
- 7) **Education and Outreach** will be done through the distribution of “Living Along Kentucky Streams” and a “Stream Buffer Brochure” produced by the University of Kentucky Cooperative Extension Service at workdays when promoting events, and door-to-door distribution to streamside property owners. Installing educational signage on site.
- 8) **Effectiveness Monitoring:** Continuing water quality checks for field parameters, (Dissolved Oxygen, pH, Temperature, and Conductivity), soil condition, as well as nutrients, via field spectrophotometers, and pathogens via E. coli analysis in cooperation with LFUCG Town Branch Lab and Bluegrass Community and Technical College.
- 9) **Clearly marking stream buffer improvement areas** will be done with fiberglass posts and educational signs.
- 10) **Documenting areas under management** through careful mapping and GIS datasets sharable with LFUCG, Commonwealth of Kentucky, and regional research institutions.
- 11) **Enjoy our waterways by supervised outings and educational stream visits.**

**C. Individual Projects, Stewards, and Cooperating Organizations by Project Area:** This project incorporates support for nine (9) project sites, planting support and distribution, and overall administration and coordination (eleven 11), as listed below.

- 1) **Preston’s Cave Spring Restoration:** Jerry Weisenfluh, Key Steward assisted by Skybax Ecological Restoration and Geomancer Permaculture Contractors.
- 2) **Deauville Drive Greenway:** Jerome Higginbotham, Key Steward JH Technology Trust, Dunbar High School.
- 3) **Pine Meadow Park and Right of Way:** Julie Marfell, Key Steward, Pine Meadows Neighborhood Association Will Overbeck, contractor, Vaughn’s Branch and Perennial Spring Restoration and buffer maintenance.

- 4) **Gardenside Park Stream Buffer Maintenance:** Kristine Goggin, Key Steward, Gardenside Neighborhood Association Partners. Infill planting, neighborhood engagement.
- 5) **St. Raphael Tobits Trace Spring Trail:** Laurie Daughtery, Key Steward assisted by Skybox Ecological Services, Contractor
- 6) **Elm Fork Stream Demonstration Project:** Mark Felice Key Steward, adjacent private property owners.
- 7) **Buffer Browser Goat's for Invasive Control:** Paula Singer, Project Manager, Capstone Farms Goat Herds, Team of "Goat Wranglers" with agricultural experience.
- 8) **Wolf Run Park Stream Buffer Project:** Tana Allen, Key Steward, and Artist Michelle Armstrong, Cardinal Valley Elementary.
- 9) **Southland Park Stream/Basin Retrofit Neighborhood Engagement Program:** Jean Watts, Southland Park Neighborhood Association
- 10) **Plant Material Propagation/Distribution:** Jannine Baker, Native Plant Specialist Craig Lock, Key Grip.
- 11) **Administration, finance, grant management, fiend support:** Ken Cooke, Project Manager, FOWR Board, Project Support and Administration. With science advisors, GIS Specialists and key stewards.

## **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](mailto:ccooperrider@lexingtonky.gov)  
 Environmental Services (greenways), Demetria Mehlhorn – [dkimball@lexingtonky.gov](mailto:dkimball@lexingtonky.gov)  
 Environmental Services (street trees), Heather Wilson – [hwilson@lexingtonky.gov](mailto:hwilson@lexingtonky.gov)  
 Engineering (right-of-way), John Cassel – [jcassel@lexingtonky.gov](mailto:jcassel@lexingtonky.gov)  
 Engineering (new development), Hillard Newman – [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
 Sanitary Sewers, Chris Dent – [cdent@lexingtonky.gov](mailto:cdent@lexingtonky.gov)  
 Stormwater, Mark Sanders – [msanders@lexingtonky.gov](mailto: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**

1. **Permanent Capital Infrastructure:** This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.
2. **Ownership:** The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.
3. **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.
4. **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 public or private utility areas.
2. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
3. Applicant shall verify the need and ensure all permits are received (*i.e.*, FEMA, Army Corps, KDOW, etc.) prior to any streambank stabilization work.
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. Applicant shall obtain encroachment agreements for each public site from the Division of Environmental Services.
6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 32.85% cost share offered in the application (approximately \$22,716.95).

**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
Convening of project steering committees	Within 1 Month of NTP, end of February 2025
Approval of work plan by property managers	Within 1 Month of NTP
Conduct Stream Walks in new project areas	April 2025
Conduct Stream Clean Up and Trash Removal	April 2025, October 2026
Conduct Invasive Plant Removal Workdays	April 2025, October 2026
Conduct native plant installations	May 2025, October 2026
Follow-up workdays in existing riparian areas	May 2025 - October 2026
Provide Project Final Report to LFUCG	December 2026

**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.

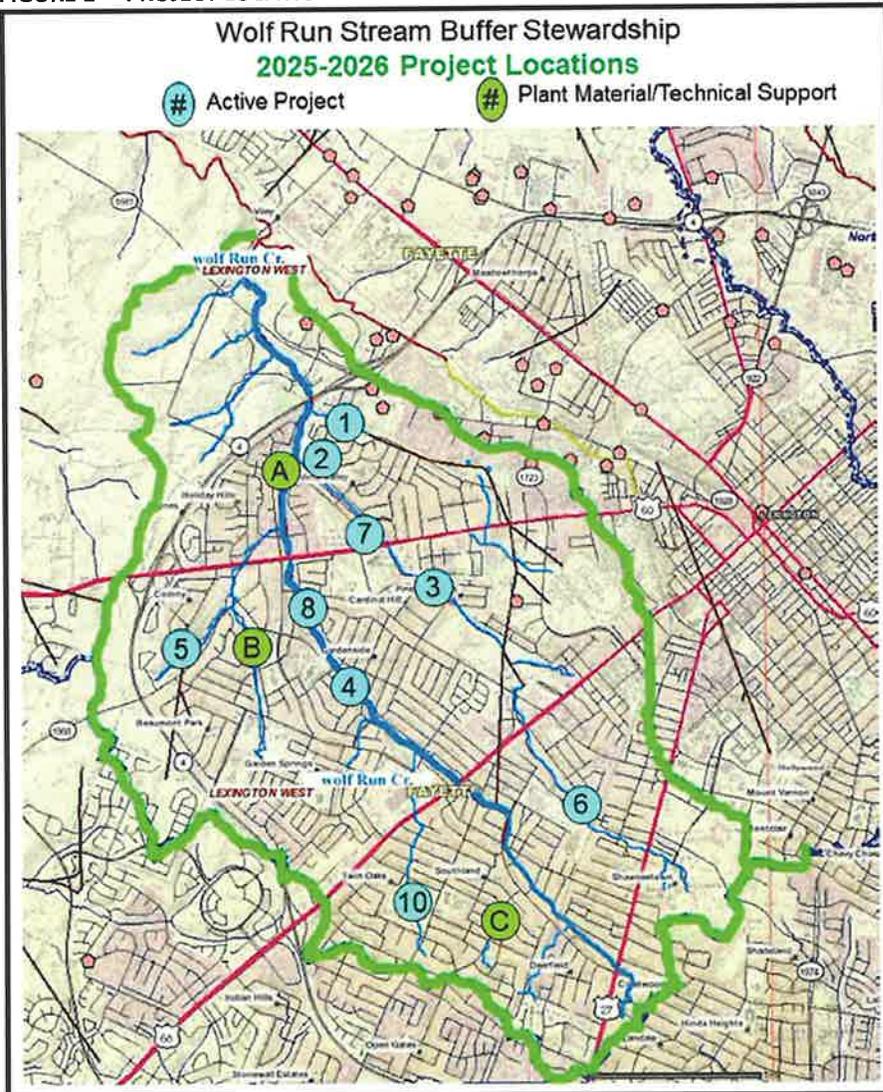
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

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](http://www.bls.gov/oes/current/oes_ky.htm)).

**TABLE 2 – ELIGIBLE EXPENSES / COMBINED BUDGET (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE		QUANTITY	FUNDED BY ORGANIZATION	Funded by Grant	TOTAL EXPENSE	
1	Volunteer Time	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	336	\$ 5,040.00	\$ -	\$ 5,040.00	
2	Project Management	Friends of Wolf Run Trustees, Key Stewards	Supervision, Coordination, Procurement, Reporting	Variable	per hour	412	\$ 8,560.00	\$ -	\$ 8,560.00	
3	Plant Materials	Area vendors/suppliers Commercial Nurseries	Shrub/tree seedlings, seed, native plants	Variable	per project	1	\$ 1,350.00	\$ 9,500.00	\$ 10,850.00	
4	Landscaping Supplies and Materials	Area Vendors	Mulch, Stakes, Volunteer Materials, Trash Bags, Gloves Etc...	Variable	per project	1	\$ -	\$ 4,800.00	\$ 4,800.00	
5	Contracted services	Professional Contractors	Treatments, landscapers, labor	Variable	per project	1	\$ 950.00	\$ 23,940.00	\$ 24,890.00	
6	Donated Professional Services	Botanists, Artists, Consultants, Certified applicators	Supervision, services, design and guidance	Variable	per project	1	\$ 3,526.95	\$ -	\$ 3,526.95	
7	Insurance Services	State Farm Insurance	Liability Coverage for Stream Buffers on DES Properties	\$360	1 Year Coverage	1.5	\$ 540.00	\$ -	\$ 540.00	
8	Internet Information Services	Web Development Specialist	Social Media and Web Site Operations	Variable	per campaign	1	\$ 500.00	\$ 145.00	\$ 645.00	
9	Signage	Friends of Wolf Run Trustees	Markers, Frames, Design and Installation	Variable	per project	Varies	\$ 400.00	\$ 5,050.00	\$ 5,450.00	
10	Artwork	ArtStrong CVE Art Program	Design, Approval Processing, Installation	\$ 600.00	each	4	\$ 400.00	\$ 2,000.00	\$ 2,400.00	
11	Printing	Friends of Wolf Run Trustees	Printing, meeting handouts, Planning Documents	Variable	per project	Varies	\$ -	\$ 550.00	\$ 550.00	
12	GIS Services	GIS Specialist Dr. Jerry Weisenfluh	Geospatial data analysis for projects and Watershed BMPs	Variable	per project	1	\$ 1,200.00	\$ 200.00	\$ 1,400.00	
13	Field Days/Tours	Friends of Wolf Run Trustees	Site Tours for Project Participant and Key Stewards	\$250	per event	2	\$ 250.00	\$ 250.00	\$ 500.00	
14	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 22,716.95</b>	<b>\$ 46,435.00</b>	<b>\$ 69,151.95</b>
15								<b>ORGANIZATION</b>	<b>GRANT</b>	
16								<b>SHARE</b>	<b>SHARE</b>	
17	*COST SHARE % = 32.85%							<b>32.9%</b>	<b>67.1%</b>	

FIGURE 1 – PROJECT LOCATION MAP – WOLF RUN STREAM BUFFER STEWARDSHIP (FROM APPLICATION)



**Note:** Supplemental project element information is provided by the Organization from the Application (see pages 10-27).

#### Project Sites

1. Preston's Cave Spring Restoration
2. Deauville Drive Greenway
3. Pine Meadow Park and Right of Way
4. Gardenside Park Stream Buffer Maintenance
5. St. Raphael Tobits Trace Spring Trail
6. Elm Fork Stream Demonstration Project
7. Buffer Browser Goat's for Invasive Control
8. Wolf Run Park Stream Buffer Project
9. Southland Park Stream/Basin Retrofit Neighborhood Engagement Program
10. Plant Material Propagation/Distribution

#### PROJECT SITE 1: PRESTON'S CAVE SPRING WOODLAND STREAM BUFFER REPAIR (FROM APPLICATION)

##### Project Personnel

Jerry Wisenfluh, Key Steward, and Skybox Ecological Support Key Contractor

##### Activity and Outlook

The effort will be devoted to restoring the riparian buffer zone with native vegetation in aim of increasing the plant diversity to help stabilize the plant communities and resist competition from the invasive plant species that dominate the forest understory. This approach is designed to transform the riparian zone in such a way that protection of the stream from aqueous runoff will be enhanced, thereby improving water quality. This FY25-26 component will encompass all or parts of 6 management zones with the park (see map illustration). Right bank zones above and below the main trail will focus on removal of large and resprouted Bush Honeysuckle. Left bank area PCS-LB-1 will focus on wintercreeper control.

##### Project components

- A. Mature Bush Honeysuckle (*Lonicera mackkii*) will be cut, the stumps treated with 21% Glyphosate herbicide and the stems and branches cut in short lengths and dispersed in the understory or stacked as necessary.
- B. Other invasive species present in the park will be monitored and a management plan will be implemented based on prioritization of each species.

- C. Native shrubs such as Willows (*Salix nigra*), Nine-bark (*Physocarpus opulifolius*), Dogwoods (*Cornus drummondii*, *Cornus amomum*), Spicebush (*Lindera benzoin*), Red Bud (*Cercis canadensis*), Buttonbush (*Cephalanthus occidentalis*), and others will be installed in cleared areas. Herbaceous plantings will be accomplished by seeding selected areas with a mixture of Wild rye (*Elymus virginicus* and *E. villosus*) and other native ground cover that competes well with Wintercreeper (*Euonymus fortunei*). Forbs such as Celandine Poppy (*Stylophorum diphyllum*) and Fernleaf phacelia (*Phacelia bipinnatifida*) will be transferred to project areas from local native gardens. Also, tree plantings may include species such as Swamp White Oak (*Quercus bicolor*), Bur Oak (*Quercus macrocarpa*), Shumard Oak (*Q. shumardii*), and Sycamore (*Platanus occidentalis*).
- D. At completion of the project, a final report will be produced, including a description of plant material, planting map and plan for future use.
- E. Stewardship Volunteers will conduct follow-up planting and invasive control in upland areas of the park and in areas previously cleared by contractors throughout the year.
- F. Community Volunteer Days will be organized, inviting neighbors of the park to participate and learn about activities in the park.
- G. Project Key Steward, Jerry Weisenfluh, will continue to coordinate with Parks Staff and Contractors on refining and expanding the natural resources management efforts in the park.

**TABLE 3 – PROJECT SITE 1 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Contracted Services	Skybax Ecological Services, LLC	Cutting and piling honeysuckle; herbicide application to stumps (PCS-RB3)	\$ 2,400.00	per acre	1	\$ -	\$ 2,400.00	\$ 2,400.00	
2	Contracted Services	Skybax Ecological Services, LLC	Mechanical removal of winter creeper followed by seeding (PCS-LB1)	\$ 2,400.00	per 0.25 acre	1	\$ -	\$ 2,400.00	\$ 2,400.00	
3	Plant materials	Skybax Ecological Services, LLC	Collection and installation of native woody and herbaceous species	\$ 50.00	per plant	10	\$ 500.00	\$ -	\$ 500.00	
4	Contracted Services	Skybax Ecological Services, LLC	Careful identification and removal of unwanted alien plants	\$ 1,000.00	per acre	1	\$ 500.00	\$ 500.00	\$ 1,000.00	
5	Plant Materials	Skybax Ecological Services, LLC	Tree whip collection, delivery, planting with follow up control	\$ 10.00	per plant	100	\$ 500.00	\$ 500.00	\$ 1,000.00	
6	Volunteer Hours	Project personnel, FOWR and neighborhood	Volunteer Hours for organizing and advertising event	\$ 15.00	per hour	50	\$ 750.00	\$ -	\$ 750.00	
7	Project Management	Key Steward	Coordinating contractors and volunteers	\$ 20.00	per hour	20	\$ 400.00	\$ -	\$ 400.00	
8	Donated Professional Services	Native Plant Specialist, Jannine Baker	Plant material acquisition, installation and supervision	\$ 40.00	per hour	20	\$ 800.00	\$ -	\$ 800.00	
9	Printing	FWR	Event flyers, planning documents, maps	varies	per project	1	\$ -	\$ 250.00	\$ 250.00	
10	Contracted Services	Skybax Ecological Services, LLC	Survey management zones to identify future goals and priorities	\$ 600.00	per each	1	\$ -	\$ 600.00	\$ 600.00	
11	Donated Professional Services	Licensed Herbicide Applicators	Removal and treatment of existing invasive plants in buffer and upland areas	\$ 25.00	per hour	20	\$ 500.00	\$ -	\$ 500.00	
12	Educational Signage	Area Vendors	Aluminum framed outdoor entrance sign describing spring/park natural features and water quality restoration work	\$ 1,500.00	ea	1	\$ -	\$ 1,500.00	\$ 1,500.00	
13	Supplies	FOWR Volunteer Program	Tools, herbicides, and related supplies	\$ 500.00	per project	1	\$ -	\$ 500.00	\$ 500.00	
14	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 3,950.00</b>	<b>\$ 8,650.00</b>	<b>\$ 12,600.00</b>
15								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
16								<b>31.3%</b>	<b>68.7%</b>	
17										

**PROJECT SITE 2: DEAUVILLE DRIVE GREENSPACE [VALLEY PARK] (FROM APPLICATION)**

**Project Personnel**

Jerome Higgenbotham, Key Steward, Jessie Higgenbotham Technology Trust, Dunbar High

**Activity and Outlook**

Friends of Wolf Run, in partnership with the Jesse Higginbotham Technology Trust, is seeking funding for an LFUCG Water Quality Incentive Grant for proposed work on a portion of Vaughn’s Branch along Deauville Drive.

**Scope of Work**

Volunteers from the Jesse Higginbotham Technology Trust, under the leadership of the Key Steward Jerome Higginbotham, will:

1. Remove invasive species (such as Bush Honeysuckle, winter creeper, etc.).
2. Apply treatments as needed to prevent its return.
3. Preserve any native species we find,
4. Plant additional native species to create a Riparian Buffer Zone following the best practices outlined by the University of Kentucky.
5. Clear the area of any trash and litter exposed.

**The overall goal of this project** is to create a Riparian Stream Buffer Zone, which will have a variety of effects. It will improve water quality because, as water flows through the zone, it will be naturally filtered by the native plant root systems. In addition, these root systems will help prevent erosion to the stream bank. Finally, these plants will naturally attract pollinators and will serve as a nesting and food source for a variety of animal species.

**TABLE 4 – PROJECT SITE 2 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Volunteer Time	JHTT, Cardinal Valley Neighborhood	Invasive plant removal and control, installing and mulching native plants	\$ 15.00	hour	40	\$600.00	\$ -	\$600.00	
2	Project management	Jesse Higginbotham Technology Trust, Inc.	Jerome Higginbotham, Key Steward, volunteer planning and organizing	\$ 20.00	hour	20	\$400.00	\$ -	\$400.00	
3	Project Management	Friends of Wolf Run	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	hour	5	\$100.00	\$ -	\$100.00	
4	Plant Materials	Area Nurseries, JHTT Ky Forestry Division	Plants, Shrubs, tree whips, seeds	\$ 1,500.00	per project	1	\$ -	\$1,500.00	\$1,500.00	
5	Supplies	Area vendors	Landscape supplies, mulch, volunteer support material	\$ 500.00	per project	1	\$ -	\$500.00	\$500.00	
6	<b>TOTAL PROJECT BUDGET:</b>							<b>\$1,100.00</b>	<b>\$2,000.00</b>	<b>\$3,100.00</b>
7								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
8	*COST SHARE % =							<b>35.5%</b>	<b>64.5%</b>	
9										

**PROJECT SITE 3: PINE MEADOW NEIGHBORHOOD PARK AND RIGHT OF WAY BUFFER MAINTENANCE**

**Project Personnel**

Julie Marfell, Key Steward, Pine Meadow Neighborhood Association.

**Activity and Outlook:**

Pine Meadow Park has been under stewardship since 2012. Honeysuckle has been removed from about 1 acre of stream buffer and at least 0.25 acres have been completely rehabilitated with native forest canopy and understory species. Continued maintenance is needed to further the removal of garlic mustard, wintercreeper, Japanese hedge parsley, white mulberry, Amur honeysuckle, Callery pear, and many other weeds that are beginning to colonize the bare soil where restoration has begun.

**The project has three main components:**

5. Stream Buffer Restoration Zone and Wetland Planting Maintenance and Monitoring [4 site management visits].
6. Monitoring Floristic Quality Assessment summary report of 4 vegetative sampling plots and photo point data.
7. Volunteer Days, Donated Plant Materials, and other in-kind contributions.

**TABLE 5 – PROJECT SITE 3 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Contracted Services	Will Overbeck	Site monitoring, invasive species removal, site stewardship including planting	\$ 750.00	per visit	4	\$ -	\$ 3,000.00	\$ 3,000.00	
2	Volunteer Hours	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	30	\$ 450.00	\$ -	\$ 450.00	
3	Project Coordination	Volunteer Key Steward Julie Marfell	Project management, Contractor Supervision, Planning/Communications	\$ 20.00	per hour	10	\$ 200.00	\$ -	\$ 200.00	
4	Plant Materials (purchased)	Project personnel, FWR and neighborhood	In-kind contribution of 20 trees/shrubs/herbs	\$ 400.00	Per Project	1	\$ -	\$ 400.00	\$ 400.00	
5	Plant Materials (Donated)	Project personnel, FWR and neighborhood	In-kind contribution of 20 trees/shrubs/herbs	\$ 350.00	Per Project	1	\$ 350.00	\$ -	\$ 350.00	
6	Donated Professional Services	Will Overbeck Plant Ecologist	scientific assessment of the site using quantitative vegetation sampling	\$ 1,000.00	Per each	1	\$ 1,000.00	\$ -	\$ 1,000.00	
7	Supplies	Area Vendors	Landscaping supplies, tools and volunteer support materials	\$ 300.00	Per Project	1	\$ -	\$ 300.00	\$ 300.00	
8	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 2,000.00</b>	<b>\$ 3,700.00</b>	<b>\$ 5,700.00</b>
9								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
10	*COST SHARE % =							<b>35.1%</b>	<b>64.9%</b>	
11										
12										

\* Note: Organization share must be >20% of total project costs.

**PROJECT SITE 4: GARDENSIDE PARK**

**Project Personnel**

Kristine Goggin, Key Steward, Gardenside Neighborhood Association, Partners

**Scope and Outlook**

Gardenside Neighborhood Leadership is requesting funding for continued maintenance of a robust stream buffer restoration effort through the park and on private property where the stream runs through the neighborhood from Beacon Hill to Appomattox Road along the creek bank. Park renovations, post post-sanitary sewer work, are nearing completion. The addition of the pickleball court hardscaping has increased runoff in an area that collects rainwater for prolonged periods after heavy rainfall. We will work to seek approval from Parks and Recreation to create and maintain a vegetative trench buffer around the pickleball court to mitigate runoff. We will continue to work with parks to keep them informed of our volunteer work in the park and on issues identified within the stream buffer that fall outside the scope of our work.

**TABLE 6 – PROJECT SITE 4 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	Volunteer Time	Area neighbors	Litter pickup, invasive management, planting, seeding, educational field days	\$ 15.00	Per Hour	50	\$ 750.00	\$ -	\$ 750.00	
2	Contracted Services	Bid/Skybox/Ecogro	Poison Ivy Control, Large Tree Installation	\$ 400.00	Per Visit	3	\$ -	\$ 1,200.00	\$ 1,200.00	
3	Donated Professional Services	Certified Herbicide Applicator	Invasive Control/Knoxious Weed Control	\$ 18.00	Per Hour	5	\$90.00	\$ -	\$ 90.00	
4	Donated Professional Services	Water Quality/Native Plant Experts	Plant selection and acquisition, planting supervision, effectiveness monitoring	\$ 17.39	Per Hour	5	\$86.95	\$ -	\$ 86.95	
5	Donated Professional Services	Landscape Design Consultant	Design planning, plant selection and acquisition, planting supervision, effectiveness monitoring	\$ 45.00	Per Hour	10	\$450.00	\$ -	\$ 450.00	
6	Project Management	Key Steward (s)	Project Coordination, Neighborhood Engagement, Communications and Planning	\$ 20.00	Per Hour	75	\$ 1,500.00	\$ -	\$ 1,500.00	
7	Project Management	Friends of Wolf Run Trustees	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	Per Hour	11	\$ 220.00	\$ -	\$ 220.00	
8	Plant Materials	Area Nurseries	Tree Whips, Seed and Perennial Flowering Plants	\$ 1,000.00	Per Project	2	\$ -	\$2,000.00	\$ 2,000.00	
9	Materials and landscaping supplies	Area Vendors	Landscaping supplies, mulch, volunteer support materials	\$ 500.00	Per Project	1	\$ -	\$ 500.00	\$ 500.00	
10	<b>TOTAL PROJECT BUDGET:</b>							<b>\$ 3,096.95</b>	<b>\$ 3,700.00</b>	<b>\$ 6,796.95</b>
11								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
12								<b>45.6%</b>	<b>54.4%</b>	
13										
14										

\* Note: Organization share must be >20% of total project costs.

**PROJECT SITE 5: TOBIT'S TRACE SPRING GARDEN - ST. RAPHAEL'S EPISCOPAL CHURCH**

**Project Personnel**

Cardinal Run Laura Daughtery, Key Steward, Skybox Ecological Services, Contractor

**Summary**

The project is located at the rear of the property owned by St. Raphael Episcopal Church, adjoining the Colony Neighborhood. It contains a tributary to Cardinal Run that makes its way to what is known as "Blue Hole." Over recent years, the church has been awarded grants to clear out invasive plant material like honeysuckle, winter creeper, and poison hemlock and create a more natural stream bed feature to use for walking trails. Each year we plant and maintain native flowering, fruit and nut bearing trees, shrubs, and plant materials in order to maintain the ecological balance of the area and keep invasive species of plants at a minimum.

**TABLE 7 – PROJECT SITE 5 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE	
1	<b>Project Element: Initial Treatment &amp; Removal of Invasive Species [approx 1 acre]</b>									
2	Invasive Control and Maintenance	Bids/Skybox	Treat and remove resprouts in previously cleared areas	\$ 70.00	Per treatment	8	\$ -	\$ 560.00	\$ 560.00	
3	Native Grasses and Forbs	Bids/Skybox	Re-seed/plant as needed for successful	\$ 100.00	Per time	8	\$ -	\$ 800.00	\$ 800.00	
4	Mechanical	Bids/Skybox	Mowing wildflower field	\$ 240.00	Per time	2	\$ -	\$ 480.00	\$ 480.00	
5	Mechanical	Bids/Skybox	Keeping perimeter/fenceline mowed and trail	\$ 180.00	Per time	4	\$ 450.00	\$ 270.00	\$ 720.00	
6	Mechanical	Bids/Skybox	Hillside cutting	\$ 240.00	Per time	4	\$ -	\$ 960.00	\$ 960.00	
7	Volunteer Time	St. Raphael	weeding, mulching, light maintenance;	\$ 15.00	Per Hour	26	\$ 390.00	\$ -	\$ 390.00	
8	Project Management	Laurie Daughtery	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00	
9	Project Management	Ken Cooke/Friends of Wolf Run	Key Steward Event Coordination, volunteer organization and planning	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00	
10	<b>Totals</b>							<b>\$ 1,040.00</b>	<b>\$ 3,070.00</b>	<b>\$ 4,110.00</b>
11								<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
12								<b>25.3%</b>	<b>74.7%</b>	
13										
14										

\* Note: Organization share must be >20% of total project costs.

**PROJECT SITE 6: (LEFT) PROJECT AREA INCLUDES 445, 447 AND 451 SPRING HILL DRIVE, PICADOME NEIGHBORHOOD; (RIGHT) PICTURE OF ELM FORK OF VAUGHN'S BRANCH**

**Project Personnel**

Mark Felice, Property Owner, Picadome Neighborhood

**Water Quality Problem Addressed:**

Wolf Run and its tributaries primarily cross private lands, mostly in residential areas with over 22,000 parcels in the overall watershed. This project element seeks to establish a demonstration

area for residential property owners developing methods for invasive control, native planting, and maintenance for individual landowners.

#### Project Scope and Outlook

1. Cut, treat, and chip on site or remove Asian Bush Honeysuckle, vines on trees, and Bradford Pear along the stream.
2. Plant native seedlings appropriate for utility rights of way (Rough Leaved Dogwood, Native Plum, Redbud, etc...)
3. Applying wood chip soil conditioning and mulch.
4. Seeding with riparian grasses/native flowering plants as a ground cover.
5. Volunteer stream walks and neighborhood workdays will be scheduled to involve area residents.

**TABLE 8 – PROJECT SITE 6 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Plant Materials	Area Nurseries and seed providers	Native riparian trees, shrubs and perennial plants	\$ 500.00	Per Project	2	\$ -	\$ 1,000.00	\$ 1,000.00
2	Landscaping Supplies and Materials	Area Vendors	Mulch, stakes, hand tools, volunteer support materials	\$ 500.00	Per Project	1	\$ -	\$ 500.00	\$ 500.00
3	Contract Labor	Landscaping professionals	Tree installation, site preparation, invasive removal.	\$ 50.00	Per Hour	25	\$ -	\$ 1,250.00	\$ 1,250.00
4	Project Coordination	Mark Felice, Key Steward	Project planning, supervision, supplemental work	\$ 20.00	Per Hour	30	\$ 600.00	\$ -	\$ 600.00
5	Project Coordination	Friends of Wolf Run	Grant administration, accounting, purchasing	\$ 20.00	Per Hour	10	\$ 200.00	\$ -	\$ 200.00
6	Volunteer Time	Area residents and event participants	Educational activities and volunteer work day assistance	\$ 15.00	Per Hour	10	\$ 150.00	\$ -	\$ 150.00
7									
8				<b>TOTAL PROJECT BUDGET:</b>			<b>\$ 950.00</b>	<b>\$ 2,750.00</b>	<b>\$ 3,700.00</b>
9							<b>ORGANIZATION</b>	<b>GRANT</b>	
10							<b>SHARE</b>	<b>SHARE</b>	
11							<b>25.7%</b>	<b>74.3%</b>	

#### PROJECT SITE 7: BUFFER BROWSERS, THE GOAT PROJECT AT OXFORD CIRCLE

##### Project Personnel

Paula Singer, Project Coordinator S.W.M.B.O; David Neville, Goatherd Contractor and Ken Cooke, Grant Management, financial reporting.

Technical Advisors - Jody Thompson, Research & Extension Associate, Forestry & Natural Resources.

##### Project Scope and Outlook

This project seeks to further develop community-supported use of small ruminant browsers (browsing goat species) to manage invasive species along this urban stream bank. Management of invasives will improve water quality through allowing the establishment of diverse native plants and understory trees. Mature canopy trees will be identified and preserved.

##### Project goals:

- 1) Expand the project area from the current one acre to an area of up to 2 acres. We will expand in a southerly direction (towards Versailles Rd) while being mindful of the restrictions imposed by the terrain.
- 2) Use of fewer goats over a longer time period. Our first 2-week browse in Spring 2023 used 15 goats; our second 2-week browse in Fall 2023 used seven goats; our upcoming Spring 2024 browse will use 5 to 7 goats. Our observations are that fewer goats over a longer period of time will elicit more winter-creeper grazing and we wish to encourage this alimentary behavior.
- 3) Inventory of existing beneficial trees, both canopy and understory.
- 4) Wildlife and bird inventory
- 5) A native species planting plan, including a Monarch Way Station, designed by community volunteers.
- 6) The establishment of a community-based Vaughn's Branch Goat Authority to continue the maintenance of the project site to ensure it becomes a "greenway amenity...as well as an active piece to the stormwater and drainage plan." (Pg. 56 Oxford Circle Redevelopment and Feasibility Study).

##### Plan of Work

- Continuation of volunteer efforts to remove all trash from the project stream banks and surrounding area. This will be a daily and ongoing effort while the goats are at work.
- Volunteer goat checks and monitoring at minimum 3 times per day. Goat wellness and head count; electric "live" fence check with a provided voltmeter.
- Using the apps iNaturalist for plants and Merlin for birds, volunteers will document and flag beneficial trees and maintain a record of avian species in the project area as well as other wildlife species.
- Volunteers will continue to cut back any bush honeysuckle that is beyond the reach of the goats.
- Volunteers will design a native species planting plan using the Lexington *Live Green* Plant by Numbers guides.
- Several special event demonstration days will be offered over the course of the three browsing seasons where David Neville will supervise as community members are allowed to get up close and personal with some of the goats. Questions about our project's purpose will be answered.

- Outreach will continue to Cardinal Valley Elementary’s Green Ribbon School Award Winner and Nature Studies teacher Adonya Boyle; CVE art teacher Michelle Newby Armstrong and Doug Ashcraft, Agriculture Educator at Locust Trace AgriScience Center.
- Outreach will continue to Oxford Circle merchants.

**TABLE 9 – PROJECT SITE 7 (FROM APPLICATION)**

LINE NO.	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Contracted Services	Goatherd David Neville	Site containment setup, Goat delivery, management and support	\$2,600.00	Per 3 week browsing session	3	\$ -	\$ 7,800.00	\$ 7,800.00
2	Contracted services	Goatherd plus local contractor	Temporary containment fencing materials and installation	\$2,520.00	Per Each	1	\$ -	\$ 2,520.00	\$ 2,520.00
3	Volunteer Supplies		Trash bags, gloves, pickers, refreshments	\$ 600.00	per project	1	\$ -	\$ 600.00	\$ 600.00
4	Project Management	Paula Singer, Key Steward	Project coordination	\$ 20.00	Per Hour	50	\$ 1,000.00	\$ -	\$ 1,000.00
5	Professional Services	UK Research and Extension Jody Thompson	Technical Support, Effectiveness Monitoring Demonstration project	\$ 350.00	per project	1	\$ 350.00	\$ -	\$ 350.00
6	Professional Services	Goat Wranglers	Animal management, health checks, containment Checks	\$ 20.00	Per Hour	75	\$ 1,500.00	\$ -	\$ 1,500.00
7	Grant Management and Reporting	Friends of Wolf Run: Ken Cooke	Processing payments, grant reports.	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00
8	Volunteer Time	Community Partners	Cleanup, site visits, educational field days	\$ 15.00	Per Hour	70	\$ 1,050.00	\$ -	\$ 1,050.00
9	<b>TOTAL PROJECT BUDGET:</b>						<b>\$ 4,000.00</b>	<b>\$ 10,920.00</b>	<b>\$ 14,920.00</b>
10							<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
11	*COST SHARE % = 26.81%						<b>26.8%</b>	<b>73.2%</b>	
12									
13	* Note: Organization share must be >20% of total project costs.								

**PROJECT SITE 8: WOLF RUN PARK STREAM BUFFER EXPANSION**

**Project Personnel**

Tana Allen, Key Steward, and Michelle Armstrong, Cardinal Valley Elementary Arts Program

**Plan of Work and Timeline**

Our project scope for this area intends to better engage adjacent residents (separated from the park by the creek) in litter control, invasive plant control, and native plantings along the stream buffer. We hope to continue historic efforts by residents of The Lane, Port Royal Neighborhood and Gardenside/Maywick to naturalize the corridor along the stream. Our Key Steward will visit on a regular basis and hold volunteer workdays recruiting assistance to deal with the larger trash deposits near adjacent apartment complexes where trash has been a chronic problem for decades

**Application of Funding:**

Funds are requested to cover the cost of native plant materials, trees, shrubs, perennial flowering plants and seed to install in designated demonstration areas along the waterway, along with landscaping materials and supplies to support volunteer workdays organized to engage area residents. Funding is also sought for the design, materials and installation of the storm drain artwork. Match will come from our Key Steward’s volunteer time, donated design services from our artist and volunteer time from area residents participating in organized volunteer events.

Impact and outcomes: We anticipate planting about 40 tree whips, 20 shrubs and cover over a half mile of stream bank with regular litter patrols.

**TABLE 10 – PROJECT SITE 8 (FROM APPLICATION)**

LINE NO.	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Volunteer Hours	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	30	\$ 450.00	\$ -	\$ 450.00
2	Project Coordination	Volunteer Key Steward Tana Allen	Project management, Contractor Supervision, Planning/Communications	\$ 20.00	per hour	15	\$ 300.00	\$ -	\$ 300.00
3	Plant Materials (Purchased)	Area Vendors	Trees, Shrubs, Perennial plants and seed	\$2,000.00	Per Project	1	\$ -	\$ 2,000.00	\$ 2,000.00
4	Landscaping Supplies and Materials	Area Vendors	Muclh, stakes, marking, tools and volunteer materials	\$ 300.00	Per Project	1	\$ -	\$ 300.00	\$ 300.00
5	Artwork	ArtStrong CVE Art Program	Design, design approval Process	\$ 200.00	per each	4	\$ 400.00	\$ 400.00	\$ 800.00
6	Artwork	ArtStrong CVE Art Program	Materials, student transport, site prep and installation	\$ 400.00	per each	4	\$ -	\$ 1,600.00	\$ 1,600.00
7	Grant Management and Reporting	Friends of Wolf Run: Ken Cooke	Processing payments, grant reports.	\$ 20.00	Per Hour	5	\$ 100.00	\$ -	\$ 100.00
9	<b>TOTAL PROJECT BUDGET:</b>						<b>\$ 1,250.00</b>	<b>\$ 4,300.00</b>	<b>\$ 5,550.00</b>
10							<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
11	*COST SHARE % = 22.52%						<b>22.5%</b>	<b>77.5%</b>	
12									

**PROJECT SITE 9: SOUTHLAND PARK STORMWATER BASIN AND STREAM BUFFER NEIGHBORHOOD ENGAGEMENT**

**Project Personnel**

Jean Watts, Southland Park Neighborhood Association, Project "Bowspirit"

Southland Park hosts a new award-winning stormwater control system utilizing amended soils, constructed hyporheic aquifers, and native plantings throughout the city park. The system is designed to be open and accessible to park visitors and the area will be professionally maintained by the Division of Environmental Services contractors.

The funding we seek will support two activities by the Southland Park neighborhood related to public education and involvement in ensuring the installation's success.

**TABLE 11 – PROJECT SITE 9 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Volunteer Hours	FWR and neighborhood leadership	Volunteer work day events	\$ 15.00	per hour	30	\$ 450.00	\$ -	\$ 450.00
2	Project Coordination	Volunteer Project BowSpirit Jean Watts	Project management, Contractor Supervision, Planning/Communications	\$ 20.00	per hour	15	\$ 300.00	\$ -	\$ 300.00
3	Plant Materials (Purchased)	Area Vendors	Flowering Perennials	\$ 300.00	Per	1	\$ -	\$ 300.00	\$ 300.00
4	Landscaping Supplies and Materials	Area Vendors	Mulch, stakes, marking, tools and volunteer materials	\$ 300.00	Per Project	1	\$ -	\$ 300.00	\$ 300.00
5	Signage	Sign Vendor	Sign frame, printing and installation	\$ 1,500.00	Per Sign	2		\$ 3,000.00	\$ 3,000.00
6	Signage	Graphic Designer	Sign composition, editing, layout and design	\$ 200.00	per each	2	\$ 400.00	\$ -	\$ 400.00
7				<b>TOTAL PROJECT BUDGET:</b>			<b>\$ 1,150.00</b>	<b>\$ 3,600.00</b>	<b>\$ 4,750.00</b>
8							<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
9			<b>*COST SHARE % =</b>		<b>24.21%</b>				

**PROJECT SITE 10: NATIVE RIPARIAN PLANT MATERIALS PROPAGATION AND DISTRIBUTION SUPPORT**

**Project Personnel**

Jannine Baker, Native Plant Specialist, Craig Lock, Support Services

We have developed efficiencies in procuring and distributing native plant materials to our project sites and have found that sourcing suitable plant materials requires a great deal of forethought and planning. (Often, we will need to order materials a season in advance).

This support service, headed by Native Plant Specialist, Jannine Baker, retired from the University of Kentucky Plant Pathology Department (Pictured above) volunteers to provide consulting services, installation, maintenance training, acquisition, care, distribution, and tracking for suitable plant materials for stream buffer restoration.

**TABLE 12 – PROJECT SITE 10 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Donated Professional Services	Native Plant Specialist Jannine Baker	Plant selection, acquisition, potting, consulting and distribution	\$ 40.00	Per Hour	15	\$600.00	\$ -	\$600.00
2	Plant Materials	Area vendors/suppliers Commercial Nurseries	Shrub/tree seedlings, seed, native plants	\$ 1,000.00	Per Project	1	\$ -	\$1,000.00	\$1,000.00
3	Planting Materials and Supplies	Area vendors/suppliers Commercial Nurseries	Potting Media, pots, tools, mulch, labling,	\$ 500.00	Per Project	1	\$ -	\$500.00	\$500.00
4	Project Management	Friends of Wolf Run Treasurer	Ordering, supplies delivery, accounting, reporting	\$ 18.00	Per Hour	5	\$90.00	\$ -	\$90.00
5				<b>TOTAL PROJECT BUDGET:</b>			<b>\$690.00</b>	<b>\$ 1,500.00</b>	<b>\$2,190.00</b>
6							<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
7			<b>*COST SHARE % =</b>		<b>31.51%</b>		<b>31.5%</b>	<b>68.5%</b>	
8									
9			* Note: Organization share must be >20% of total project costs.						

**PROJECT SITE 11: NATIVE RIPARIAN PLANT MATERIALS PROPAGATION AND DISTRIBUTION SUPPORT**

**Overall Project Administration**

**Project Personnel**

Ken Cooke, Project Administrator, Friends of Wolf Run, Friends of Wolf Run Board of Trustees.

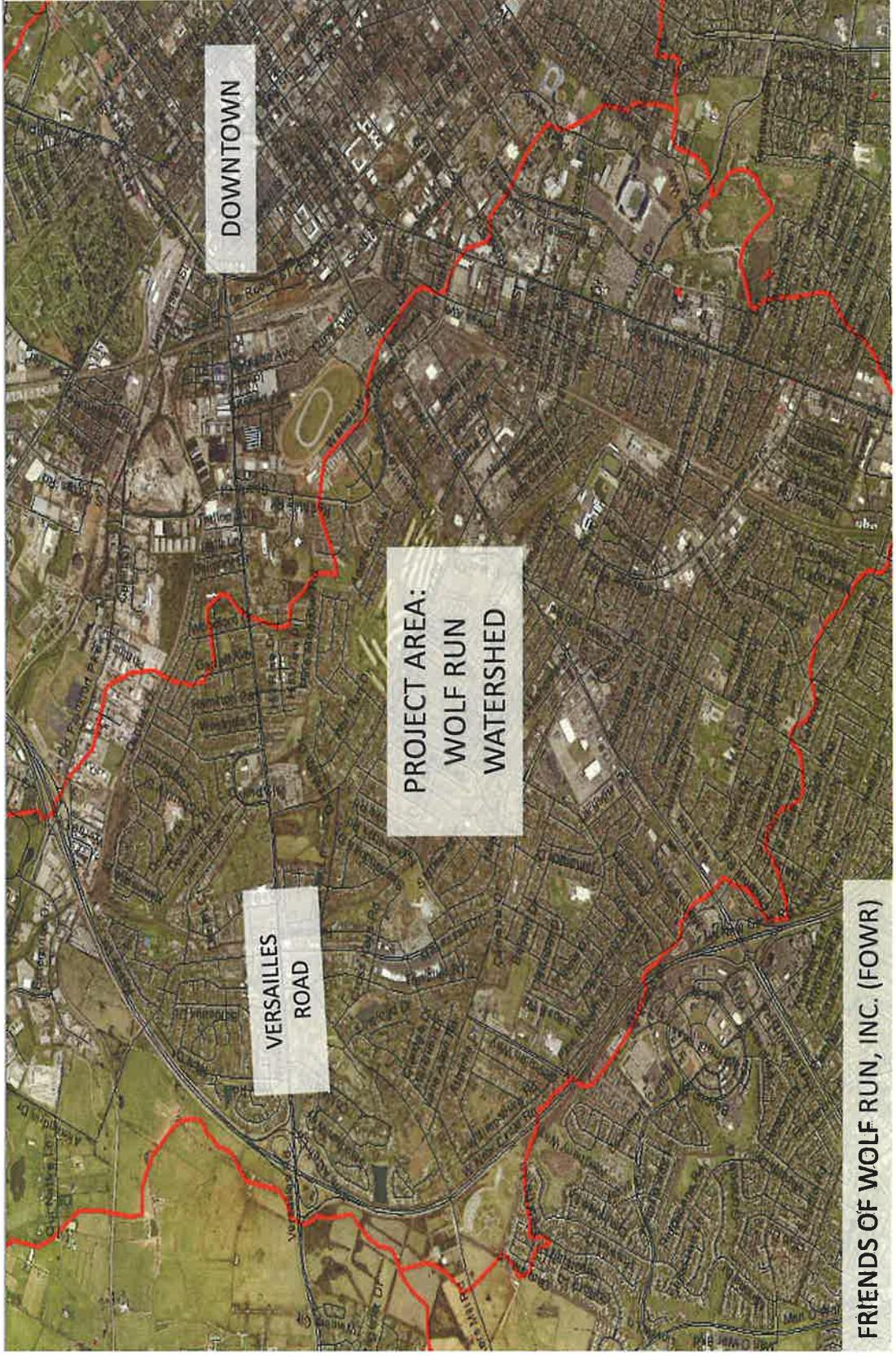
Friends of Wolf Run leadership will provide general project coordination including:

1. Providing no-mow zone markers for project areas.
2. Distribution to key stewards and neighborhood leadership publications related to stream buffer science, installation, and maintenance. (Living Along A Kentucky Stream).
3. Outreach and communication regarding specific project workdays, tours, and events through social media, website, email distribution, and printed flyers.
4. Ordering and delivering requested tools, equipment, and supplies to volunteer leadership
5. On-site field support for Key Stewards, organizing meetings and planning sessions with property owners, city officials, and volunteer leadership.
6. Specific coordination of Herbicide Applicators Certification through the Kentucky Department of Agriculture Division of Pesticide Regulation. Our goal is to have at least one certified herbicide applicator assigned to each project area. The project covers the testing fee and certification fee for the Key Steward or his/her designated project representative.
7. Provide Geographic Information System database using E.S.R.I. ArcMap Pro with extensions to support the various project elements. The goal is to collect geographic data from historical, active, and prospective project areas to share with the Division of Water Quality, Lexington Parks, and the Division of Environmental Services. Grant funds will be used to cover the annual software subscription (Non-Profit Rate) matched by donated GIS operator time.
8. Provide insurance services for project locations requiring indemnification and/or liability coverage (DES Greenways).
9. Making financial arrangements, purchasing coordination, accounting, grant reporting and record-keeping for the overall project.
10. Project long-range planning for future funding and alternative funding sources for grant match and new development.

**TABLE 13 – PROJECT SITE 10 (FROM APPLICATION)**

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	UNIT	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Signage	Friends of Wolf Run Trustees	No Mow Zone Boundary Markers, Stickers and polls	\$ 11.00	Per Each	50	\$ -	\$ 550.00	\$ 550.00
2	Printing	Friends of Wolf Run Trustees	Printing, meeting handouts, Planning Documents	\$ 1.00	Per Each	300	\$ -	\$ 300.00	\$ 300.00
3	Internet Information Services	Web Development Specialist	Social Media and Web Site Operations	Variable	Per Campaign	1	\$ 500.00	\$ 145.00	\$ 645.00
4	Field Day	Friends of Wolf Run Trustees	Field Trip for Project Participant and Key Stewards	\$ 250.00	Per Event	2	\$250.00	\$ 250.00	\$ 500.00
5	Insurance Services	State Farm Insurance	Liability Coverage for Stream Buffers on DES Properties	\$ 360.00	1 Year Coverage	1.5	\$540.00	\$ -	\$ 540.00
6	GIS Services	GIS Specialist Dr. Jerry Weisenfluh	Geospatial data analysis for projects and Watershed BMPs	\$ 40.00	Hour	30	\$1,200.00	\$ -	\$1,200.00
7	GIS Services	E.S.R.I.	ArcMap Pro Non-Profit License for GIS Specialist	\$ 100.00	per year	2	\$ -	\$200.00	\$200.00
8	Materials and Supplies	Area Vendors	Landscaping Supplies/volunteer Tools and Equipment	Variable	Per Unit	1	\$ -	\$ 800.00	\$ 800.00
9	Project Management	Friends of Wolf Run Trustees	Grant Accounting, Purchasing, Financial Administration	\$ 20.00	Per Hour	50	\$ 1,000.00	\$ -	\$ 1,000.00
10	Totals			<b>TOTAL PROJECT BUDGET:</b>			<b>\$ 3,490.00</b>	<b>\$2,245.00</b>	<b>\$ 5,735.00</b>
11							<b>ORGANIZATION</b>	<b>GRANT</b>	
12			<b>*COST SHARE % =</b>		<b>60.85%</b>		<b>SHARE</b>	<b>SHARE</b>	
13							<b>60.9%</b>	<b>39.1%</b>	

Stormwater Quality Projects Incentive Grant Program





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0067-25**

**File ID:** 0067-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 018-2025

**In Control:** Urban County Council

**File Created:** 01/13/2025

**File Name:** Request Council authorization to amend Contract #146-2016 which designates the Lexington Fayette Urban County Government as the fiscal agent for Transportation Alternatives Program (TAP) funds that are provided by the Kentucky Transportation Cabinet (KYTC)

**Final Action:** 02/06/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Agreement with Transit Authority of Lexington-Fayette Urban County Government (LexTran), as a partner to a Transportation Alternatives Program Grant, increasing LexTran's Grant allocation by \$95,430.23 and reducing Lexington's by an equal amount, at no additional cost to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

**Notes:** Mayor only signed one copy so I have processed that one copy and will take the other two back down for her attention! 2/12/2025. MS

More copies signed and dropped off for Celia 2/12/2025. MS

**Sponsors:**

**Enactment Date:** 02/06/2025

**Attachments:** 25 blue sheet memo Amendment to Lextran Contract, 2025 Amendment 1\_LEXTRAN - LFUCG Agreement\_clean version, Executed Supplemental #2, RESO 0067-25- First Amendment with Lextran 4929-9075-6625 v.1.docx, R-038-2025, Contract #018-2025

**Enactment Number:** R-038-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
2	Urban County Council	01/23/2025	Received First Reading	Urban County Council	02/06/2025		
2	Urban County Council	02/06/2025	Approved				Pass

**Text of Legislative File 0067-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Agreement with Transit Authority of Lexington-Fayette Urban County Government (LexTran), as a partner to a Transportation Alternatives Program Grant, increasing LexTran's Grant allocation by \$95,430.23 and reducing Lexington's by an equal amount, at no additional cost to the Urban County Government. [Div. of Grants and Special Programs, Reynolds]

**Summary**

Authorization to approve Amendment One to Contract #146-2016 which designates LFUCG as the fiscal agent for Transportation Alternatives Program provided by the Kentucky Transportation Cabinet and identifies Lextran as a project and Grant partner. The federal Grant supports bike and pedestrian enhancements at Lextran's Central Transit Center on Vine Street and between Quality Street and Limestone. The amendment increases Lextran's Grant allocation by \$95,430.23 and reduces LFUCG's allocation by \$95,430.23. LexTran will provide the additional required 20% local match of \$23,857.56. (L0067)  
(Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson, 1/13/2025

**Risk Management:** N/A

Fully Budgeted: BA in process

Account Number:

This Fiscal Year Impact: \$ 95,430.23

Annual Impact: \$0

Project: TOWN\_LEX\_2016

Activity: FED\_GRANT

Budget Reference: 2025

Current Balance: BA in process



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

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

**DATE: January 13, 2025**

**SUBJECT: Lextran – Transit Center Exterior Renovation Transportation Alternative Program (TAP) Grant Amendment to Contract #146-2016**

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**Request:** Council authorization to amend Contract #146-2016 which designates the Lexington Fayette Urban County Government as the fiscal agent for Transportation Alternatives Program (TAP) funds that are provided by the Kentucky Transportation Cabinet (KYTC) and identifies Lextran as a project and grant partner. The federal grant supports the construction of bike and pedestrian facilities, pedestrian crossings, and other enhancements at Lextran’s Central Transit Center on Vine Street, between Quality Street and Limestone. This request seeks to amend the agreement by increasing Lextran’s grant allocation by \$95,430.23 and reducing LFUCG’s allocation by the same amount. LexTran will provide the additional required 20% local match of \$23,857.56

**Purpose of Request:** Request Council authorization to amend this agreement to reflect revisions to the budget outlined in supplemental agreement No. 2 with the Kentucky Transportation Cabinet (KYTC) for the Transportation Alternatives Program (TAP) grant (Resolution 120-2020, Contract #073-2020). This request seeks to amend the agreement by increasing Lextran’s grant allocation by \$95,430.23 and reducing LFUCG’s allocation by the same amount. LexTran will provide the additional required 20% local match of \$23,857.56. In addition, there are changes to Appendix B, reflecting budget changes in the scope of work and project responsibility split, and updates to Appendix C, including the latest version of FHWA for 1273.

**What is the cost in this budget year and future budget years?** The federal award amount in the amount of \$95,430.23. The Local Match of \$23,857.56 will be paid by Lextran.

**Are the funds budgeted?** Yes, a budget amendment is being processed to move from the current department ID to Lextrans.



**File Number:** 0067-25

**Director/Commissioner:** Reynolds/Lanter



200 East Main St., Lexington, KY 40507 / 859.258.3070 Phone / 859.258.3081 Fax / [lexingtonky.gov](http://lexingtonky.gov)



**FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter “LFUCG”), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and the Transit Authority of Lexington-Fayette Urban County Government, Kentucky, (hereinafter “LEXTRAN”), whose mailing address is 200 West. Loudon, Lexington, Kentucky 40508.

**W I T N E S S E T H**

**WHEREAS**, LEXTRAN submitted an application requesting federal funding under the Transportation Alternatives Program (TAP) to the Kentucky Transportation Cabinet (hereinafter “the CABINET”)for Town Branch Commons: Complete Street, Environmental Streetscape, Transit Plaza, herein identified as Town Branch Commons Zone 2 (hereinafter the “Project”); and

**WHEREAS**, the Project was previously approved for federal funding in the amount of \$2,730,214 by the Kentucky Transportation Cabinet under the Transportation Alternatives Program (Catalog of Federal Domestic Assistance Number 20.205), for use in Fayette County for design and construction of the Project; and

WHEREAS, the Project was approved for additional federal funding, bringing the total amount of federal funding by the Kentucky Transportation Cabinet to \$3,230,214;

WHEREAS, it is necessary to amend the Agreement dated June 23, 2016 between LFUCG and LEXTRAN to account for the additional funds provided by KYTC;

**WHEREAS**, LEXTRAN continues to agree that LFUCG will serve in the role of Recipient of the herein described federal funds and be responsible to the CABINET for compliance with all federal, state, and local regulations that govern Project implementation; and

**WHEREAS**, LFUCG and LEXTRAN continue to agree to collaborate in the implementation of the Project outlined in Appendix A; and

**WHEREAS**, the parties are in general agreement about the responsibilities and obligations of each party in connection with the Project and wish to memorialize their understanding into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to Project requirements, the parties hereto agree to amend the Agreement dated June 23, 2025, between LFUCG and KYTC in its entirety as follows:

## **ARTICLE I**

### General Terms:

1. LFUCG and LEXTRAN agree to be responsible for completion of Scope of Work made a part of this Agreement by reference and in the attached Appendix B, in accordance with the application for federal funds as approved by the CABINET and with the terms and conditions of this Agreement, and all applicable regulations or directives issued by the CABINET and/or the Federal Highway Administration.
2. The term of this Agreement shall be for a period beginning immediately after it is fully executed by both parties and after execution of the contract between the CABINET and LFUCG and continuing until the Project has been completed and all federal requirements have been fulfilled.

The total amount of federal grant funds available for distribution on the Project is \$3,230,214, which will be divided between LFUCG and LEXTRAN as outlined in Appendix C.

3. The responsibility for implementation of the Project including all recordkeeping for grant compliance and accounting shall be the responsibility of the LFUCG.
4. The parties agree that neither is an agent, servant, or employee of the other. Each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
5. The parties agree that LFUCG may terminate this Agreement if funds are not appropriated to the LFUCG by the CABINET or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. Upon notice of termination by the CABINET, LFUCG will provide immediate written notice to LEXTRAN. This Agreement is contingent upon the continued availability of appropriated federal funding. If the funding appropriated for any Phase of the Project becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in federal funding, further reimbursement of Project expenditures may be denied, the project may be cancelled, the timeline extended or the scope amended by LFUCG in response to amendments by the CABINET, either in whole or in part without

penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the LFUCG nor may such denial, cancellation, extension or amendment give rise to any claim against the LFUCG.

## ARTICLE II

### Obligations of LFUCG:

1. Be the lead agency for all aspects of the Project and ensure compliance with all federal, state, and local laws and regulations that are applicable to the Project.
2. Submit appropriate invoices for reimbursement from the CABINET in accordance with applicable federal and state legislation and regulations, on behalf of LEXTRAN and LFUCG.
3. Reimburse LEXTRAN on a monthly basis in response to submission of timely and complete invoices. Maximum federal amount to be reimbursed is \$523,430.23.
4. Provide technical assistance as needed to LEXTRAN for purposes of compliance with federal and state regulations, and to monitor LEXTRAN for compliance with the terms of this Agreement.

## ARTICLE III

### Obligation of LEXTRAN:

1. Complete all requirements necessary as the applicant for Transportation Alternatives Program funding.
2. Submit invoices to LFUCG on a monthly basis for reimbursement. Invoices shall include evidence of work completed, copies of invoices for which reimbursement is requested, evidence of compliance with Buy America, DBE, federal prevailing wage requirements, and documentation of matching funds. LEXTRAN agrees to provide matching funds in the amount of \$130,857.56.
3. LEXTRAN shall carry out this project in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), and 23 Code of Federal Regulations (CFR). LEXTRAN shall outline, undertake, and complete the work in accordance with the terms and conditions of this Agreement consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 (Attached to Agreement as Exhibit C), the Interim Federal-Aid Project Development Guide for Local Public Agencies, and any future revisions of these documents.
4. LEXTRAN shall comply with the National Environmental Policy Act (NEPA), Section 4(f) of 49 United States Code (USC) 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, the Endangered Species Act, and any other applicable environmental laws and regulations, addressing the social and environmental effects of the proposed Project. LEXTRAN shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by LEXTRAN pursuant thereto. Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, age, and income in all programs or activities of any recipient of federal assistance.

5. LEXTRAN agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.
6. LEXTRAN shall comply with the Federal Buy America construction contracts requirements, as spelled out in 23 CFR 635 Subpart D. LEXTRAN shall submit documentation of compliance with the Federal Buy America requirements when submitting invoices for reimbursement.
7. LEXTRAN agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses. An applicant DBE firm must be given consideration for participation in the project and a DBE goal shall be set by the CABINET for work on the Project. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. LEXTRAN agrees to submit documentation to the LFUCG of actual DBE participation when submitting invoices for reimbursement.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the LFUCG or the CABINET deem appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between LEXTRAN and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. LEXTRAN shall prohibit the contractor from withholding retainage on any subcontract on this Project to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

8. LEXTRAN shall follow all Federal and State design and construction criteria for the type of work to be performed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the CABINET's Standard Specifications for Road and Bridge Construction, edition 2008 as revised, and

as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET's List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

9. LEXTRAN shall be responsible for all project design activities, which may be completed either by the LEXTRAN'S staff or by a consultant. If LEXTRAN selects to perform the work through a consultant, LEXTRAN, with the oversight and approval of the LFUCG, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the Project in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the Project.
10. Upon approval of design by CABINET and LFUCG, LEXTRAN shall be responsible for all Project construction activities, which may be completed either by LEXTRAN's staff or by a contractor. If LEXTRAN intends to use contractor services, LEXTRAN shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the Project, with the concurrence of LFUCG and the CABINET, in accordance with the federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the Project.
11. LEXTRAN shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. LEXTRAN shall thoroughly review all bids and obtain concurrence from the LFUCG and the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this Project. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the Project, a comparison of bids against other recent bids for the same item or service, the urgency of the Project, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the LFUCG, CABINET, or FHWA. Specific Federal

requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

12. LEXTRAN shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. LEXTRAN must receive prior written approval from the LFUCG and the CABINET for all change orders, but such approval shall not increase the funding obligated to LEXTRAN under this Agreement.
13. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the recipient of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between LEXTRAN and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.
14. During the construction of the Project, LEXTRAN shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). LEXTRAN shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.
15. LEXTRAN shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." LEXTRAN shall refer to the Copeland Act for the requirements under this provision.
16. In connection with the execution of this Agreement, LEXTRAN shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. LEXTRAN shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this Agreement. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, LEXTRAN agrees as follows:
  - a. LEXTRAN will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex,

sexual orientation, gender identity, or age. LEXTRAN further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. LEXTRAN agrees to provide, upon request, needed reasonable accommodations. LEXTRAN will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. LEXTRAN agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. LEXTRAN will, in all solicitations or advertisements for work placed by or on behalf of LEXTRAN; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. LEXTRAN 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 advising the said labor union or workers' representative of LEXTRAN's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. LEXTRAN will take such action with respect to any contract, subcontract or purchase order as the CABINET or Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. LEXTRAN will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. LEXTRAN will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by LFUCG, the CABINET, or Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of LEXTRAN's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and LEXTRAN may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. LEXTRAN will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless

exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. LEXTRAN will take such action with respect to any contract, subcontract or purchase order as LFUCG, the CABINET, or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event LEXTRAN becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by LFUCG, the CABINET or Federal Highway Administration, LEXTRAN may request the United States to enter into such litigation to protect the interests of the United States.

17. No member, officer, or employee of LEXTRAN during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. LEXTRAN shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of LEXTRAN shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment
18. LEXTRAN warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the LFUCG shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
19. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.
20. LEXTRAN agrees to maintain the facilities in an acceptable condition and for a public purpose in an acceptable condition. In the event that the property is not maintained as a public facility LEXTRAN shall reimburse the LFUCG for all proceeds provided for in this Project including any applicable interest, unless such change in use is approved in writing by the LFUCG, the CABINET, and FHWA, if applicable.
21. LEXTRAN agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this Agreement and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.
22. LEXTRAN, contractor and any subcontractors shall permit the LFUCG, the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the Project and all relevant Project data and records, including any audit(s) of LEXTRAN pertaining to the Project.

23. LEXTRAN hereby acknowledges its duty to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. LEXTRAN shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If LEXTRAN has expended more than \$750,000 in Federal funding from all sources in its fiscal year, LEXTRAN shall provide the LFUCG copies of its 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.
24. LEXTRAN hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the LFUCG, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service
25. LEXTRAN shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
26. Pursuant to KRS 45A.485, LEXTRAN shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.
27. LEXTRAN shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this Agreement. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this Agreement shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.
28. LEXTRAN shall retain all records pertinent to expenditures incurred under this Agreement, for a period of (3) three years after the termination of all activities funded under this Agreement. Provide officials of LFUCG, the U.S. Department of Transportation, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts and the Legislative Research Commission, or any of their authorized representatives, access

to any books, documents, papers, or other records which are pertinent to funds expended under the terms of the Agreement, for purpose of financial audit or program review. The right of access shall be for the period in which records are retained. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. Furthermore, all books, documents, papers, records or other evidence provided to officials of LFUCG, the U.S. Department of Transportation, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts and the Legislative Research Commission which are directly pertinent to the Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

29. LEXTRAN certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

## ARTICLE IV

### Additional Provisions

1. To the extent provided by law, parties agree to defend, indemnify, and hold each other harmless from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution performance, or breach of this Agreement, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of which such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by a financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement.
2. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Fayette County, Kentucky.
3. This Agreement, in accordance with 49 CFR 18.43, may be terminated by LFUCG upon thirty days written notice, LEXTRAN materially fails to comply with any term of the Agreement.
4. This Agreement, in accordance with 49 CFR 18.44 may be terminated for convenience upon thirty days written notice by the LFUCG.
5. LEXTRAN and LFUCG each binds himself and his partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
6. This Agreement may be amended in writing and by the agreement of and signed by both parties.
7. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to LEXTRAN:

Transit Authority of  
Lexington-Fayette County  
Attention: Fred Combs  
General Manager  
200 West Loudon Avenue  
Lexington, Kentucky 40508

If to LFUCG:

Lexington-Fayette Urban County Government  
Director of Project Management, Mayor's Office  
Attention: Brandi Peacher  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

8. This Agreement contains the entire and complete understanding of the parties with respect to the subject matter and supersedes any and all prior agreement or understanding of any kind.
9. The signatories to this Agreement warrant and represent that each has the authority to enter into this Agreement on behalf of the Party represented.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first above written.

**Lexington-Fayette Urban County Government**

By: \_\_\_\_\_  
Linda Gorton, MAYOR

ATTEST: \_\_\_\_\_  
Martha J.N. Allen  
Clerk of the Urban County Council

**Transit Authority of Lexington-Fayette Urban County Government**

\_\_\_\_\_  
Fred Combs, GENERAL MANAGER

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing Memorandum of Agreement was subscribed, sworn to and acknowledged before me by Fred Combs, as General Manager of the Transit Authority of Lexington-Fayette Urban County Government, on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY**

## **APPENDIX A – Project Description / TAP Application**

The Town Branch Commons Corridor (TBCC) project is made up of several distinct zones. The section of the TBCC project that this TAP grant covers is Zone 2 which runs along Vine Street between Quality Street to Limestone, including the LEXTRAN central transit center. The proposed improvements will upgrade the current user experience with pedestrian safety, bike facilities, wayfinding, street restriping, bus bay recurbing, and exterior transit center improvements.

Implementing the project will allow pedestrians to utilize 9-11' sidewalks and a new protected crossing at the LEXTRAN transit center to safely and efficiently access the transportation services they rely on. Pedestrians currently do not have a convenient protected location to cross and are often seen walking between moving cars and climbing over a jersey barrier wall to access the transit center. The project section also includes green areas to serve as a storm water infiltration green-space as well as break up the wide pavement and make use of new pedestrian bulb outs which further calm traffic and shorten pedestrian crossings.

A buffered cycle track through this section will help connect the Rose Street and Old Vine Street bikeway as well as make the essential bicycle connection to the University of Kentucky campus at both Martin Luther King Boulevard and Limestone. The University of Kentucky 2013 Campus Master Plan specifically recommends a connection to the TBCC project at Vine Street and Martin Luther King Boulevard in order to encourage more faculty and students to utilize alternative methods of transportation.

The existing street will be restriped to conform to the changes described above. Also the exterior of the LEXTRAN building will be improved to reflect the changes to the bus bays, new pedestrian crossing and other miscellaneous items to enhance the pedestrian and transit user experience.

## APPENDIX B – Scope of Work and Project Responsibility Split

1. It is the intent of the parties that they shall work collectively towards completion of the Project, contingent upon the receipt of the Grant.
2. The parties have estimated that the total cost of the Project will be \$3,744,272.50 including the federal TAP grant of \$2,995,418 and local match of \$748,854.50.
  - a. LEXTRAN’s share of the grant is shown in the exhibit below and will be in an amount of \$523,430.23 with a local match of \$130,857.56.
  - b. LFUCG share of the grant is shown in the exhibit below and will be in an amount of \$2,471,987.77 with a local match of \$617,996.94.

### Project Responsibility Split

#### Town Branch Commons Corridor Project Zone 2 – Funding Split

Lextran Total Project Estimate

Exterior Improvements	Estimated Cost	Federal Share (34.7%)	Local Share (65.3%)	
Shell Construction & Painting	\$446,283.00	\$154,849.47	\$291,433.53	By LEXTRAN
Electrical Systems	\$449,482.00	\$155,959.45	\$293,522.55	By LEXTRAN
Equipment & Furnishings	\$476,310.00	\$165,268.12	\$311,041.88	By LEXTRAN
Deep Cleaning and Sitework	\$136,474.00	\$47,353.20	\$89,120.80	By LEXTRAN
<b>Total Cost</b>	<b>\$1,508,549.00</b>	<b>\$523,430.23</b>	<b>\$985,118.77</b>	

Eligible TAP Grant Award Totals	Estimated Cost	Federal Share (80%)	Local Share (20%)*	
Lextran Transit Center Improvements	\$654,287.79	\$523,430.23	\$130,857.56	LEXTRAN Portion
Zone 2 TBCC Improvements by LFUCG (*)	\$3,089,984.71	\$2,471,987.77	\$617,996.94	LFUCG Portion
<b>Total Cost</b>	<b>\$3,744,272.50</b>	<b>\$2,995,418.00</b>	<b>\$748,854.50</b>	

\*-LFUCG's portion of the project will be the balance of the grant less LEXTRAN's portion.

**APPENDIX C – FORM 1273**

4929-5580-2894, v. 1

AMENDMENT TO THE AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET  
AND THE  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
TOWN BRANCH COMMONS CORRIDOR-VINE STREET AND TRANSIT CENTER (ZONE 2)  
SC-628-1600003719  
SYP ITEM # 07-03207.00

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington-Fayette Urban County Government (RECIPIENT) acting as an amendment to that Agreement entered into between the parties dated June 24, 2016.

WHEREAS, on June 24, 2016, the parties hereto entered into an agreement for the Town Branch Commons Corridor-Vine Street and Transit Center Project; and

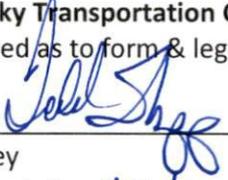
WHEREAS, the parties desire to amend said agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

1. The Scope of Work and Budget of Agreement numbered SC-628-1600003719 made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Recipient, are hereby modified as outlined on Attachment A;
2. All other terms and conditions of SC-628-1600003719 shall remain in effect.

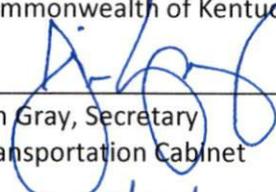
IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

**Kentucky Transportation Cabinet:**  
Approved as to form & legality:

  
\_\_\_\_\_  
Attorney  
Transportation Cabinet

Date: 3/17/2020

Commonwealth of Kentucky

  
\_\_\_\_\_  
Jim Gray, Secretary  
Transportation Cabinet

Date: 3/19/2020

**Lexington-Fayette Urban County Government:**  
Approved as to form & legality:

\_\_\_\_\_  
Attorney

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

Date: 3/10/2020

**ATTACHMENT A  
SCOPE OF WORK AND BUDGET SUMMARY**

**Scope of Work:**

The scope of work for this project includes PE, design, environmental and construction of bike/ped facilities, pedestrian crossings and other pedestrian improvements at LEXTRAN Central Transit Center on Vine Street between Quality Street and Limestone.

This supplemental agreement modifies the scope of work and budget to include dedicated STP (SLX) funding in the amount of \$500,000 to cover an increase in construction costs.

**Budget:**

		Federal Funds (TAP)	Federal Funds (SLX)	Local Funds	Toll Credits	Total
<b>ORIGINAL MOA (June 24, 2016)</b>	Design Phase Funding: LFUCG Program# 9148801D	\$234,796.00	-	\$58,699.00	-	\$293,495.00
	Design Phase Funding: Cabinet Program# 9148802D	\$10,000.00	-	-	\$2,000.00	\$10,000.00
<b>SUPPLEMENTAL AGREEMENT NO. 1 (CURRENT)</b>	Construction Phase Funding: LFUCG Program# 9148801C	+\$2,495,418.00	-	+\$623,854.50	-	+\$3,119,272.50
	Construction Phase Funding: Cabinet Program# 9148802C	+\$249,542.80	-	-	+\$49,908.56	+\$249,542.80
<b>SUPPLEMENTAL AGREEMENT NO. 2 (CURRENT)</b>	Construction Phase Funding: LFUCG Program# 9148802C	-	+\$500,000.00	+\$125,000.00	-	+\$615,000.00
<b>Design Phase Total for LFUCG</b>		<b>\$234,796.00</b>	<b>-</b>	<b>\$58,699.00</b>	<b>-</b>	<b>\$293,495.00</b>
Design Phase Total for Cabinet		\$10,000.00	-	-	\$2,000.00	\$10,000.00
<b>Construction Phase Total for LFUCG</b>		<b>\$2,495,418.00</b>	<b>\$500,000.00</b>	<b>\$748,854.50</b>	<b>-</b>	<b>\$3,744,272.50</b>
Construction Phase Total for Cabinet		\$249,542.80	-	-	\$49,908.56	\$249,542.80

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

**ATTACHMENT B**

**ATTACH A RESOLUTION HERE**

A resolution is necessary if funds are being added or removed from a project or the original terms and conditions are being altered.

**ATTACHMENT C  
PERSON IN RESPONSIBLE CHARGE FORM**

If the Person in Responsible Charge has changed since the execution of the original MOA, please attach a new form as Attachment C.

The form can be accessed at: <https://transportation.ky.gov/Program-Management/Documents/LPA1%20-%20Attach%203%20-%20Person%20in%20Responsible%20Charge%20Form.docx>.

If a new form is unnecessary, no Attachment C will be required with this Supplemental Agreement.

RESOLUTION NO. 120 - 2020

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 (TWO) WITH THE KENTUCKY TRANSPORTATION CABINET, FOR THE ACCEPTANCE OF ADDITIONAL FEDERAL GRANT FUNDS, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$500,000, UNDER THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP), ARE FOR THE CONSTRUCTION PHASE OF THE TOWN BRANCH COMMONS TRAIL ZONE 2, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF \$125,000 AS A LOCAL MATCH, TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED FOR THE ACCEPTANCE OF THOSE FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Supplemental Agreement No. 2 (Two) with the Kentucky Transportation Cabinet, for the acceptance of additional Federal grant funds, which Grant funds are in the amount of \$500,000 Federal funds, under the Transportation Alternatives Program (TAP), are for the Construction Phase of the Town Branch Commons Trail Zone 2, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of \$125,000 as a local match and to execute all necessary documents required for the acceptance of those funds.

Section 2 - That subject to the provisions of Ordinance No. 22-79, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: March 5, 2020

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL

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**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL-AID PROJECT MODIFICATION**

**RECIPIENT:** 21-Kentucky      **FEDERAL PROJECT NO:** 4003008      **NO:** 5  
**RECIPIENT PROJ. NO(S):** 07-03207.00  
**PROJECT TITLE:** Fayette - Construct bike/ped facilities, pedestrian crossing, & bus charging stations at Lextran central transit center  
**PROJECT DESCRIPTION:** Construct bike/ped facilities, pedestrian crossing, & bus charging stations at Lextran central transit center on Vine Street between Quality Street and Limestone in Lexington. (Town Branch Commons)  
**PROJECT END DATE:** 12/31/2021  
**CLASSIFICATION OF PHASE OF WORK:** CONSTR

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 02/11/2016 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	FAIN	URBAN / WITH		FORMER AMOUNT	REVISED AMOUNT
M230	693JJ22030000M230KY4003008	144	ESTIMATED TOTAL OF THE PROJECT	\$0.00	\$625,000.00
			FEDERAL FUNDS	\$0.00	\$500,000.00
			ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
			PERCENT FEDERAL SHARE	0%	80%
M300	693JJ21930000M300KY4003008		ESTIMATED TOTAL OF THE PROJECT	\$20,000.00	\$20,000.00
			FEDERAL FUNDS	\$18,000.00	\$18,000.00
			ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
			PERCENT FEDERAL SHARE	80%	80%
Z300	693JJ21930000Z300KY4003008		ESTIMATED TOTAL OF THE PROJECT	\$3,706,262.50	\$3,706,262.50
			FEDERAL FUNDS	\$1,696,812.39	\$1,696,812.39
			ADV CONSTRUCTION FUNDS	\$1,270,197.61	\$1,270,197.61
			PERCENT FEDERAL SHARE	80%	80%

**RECIPIENT REMARKS:**

Mod #5 Toll Credits total= \$4,000.00  
eMARS#- 9148801D;9148802D;9148801C;9148802C KYTC#- TAP;37  
Obligate \$500,000 (M230) funds to cover additional costs for the construction phase of the project (match provided by LFUCG). LPA contract. CFDA#- 20.205, Project End Date-12/31/2021  
The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of certifications.  
This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

**DIVISION REMARKS:**

Toll credits- 200.00  
Project end date- 6/30/18

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

**EXECUTIVE OFFICE OF THE COMMONWEALTH OF KENTUCKY**

AVAILABLE FUNDS CERTIFIED BY: Selena Curry      DATE: 01/29/2020  
APPROVAL RECOMMENDED BY: Erin Clouse      DATE: 01/31/2020  
APPROVED AND AUTHORIZED BY: Selena Curry      DATE: 02/03/2020

**FEDERAL HIGHWAY ADMINISTRATION**

APPROVAL RECOMMENDED BY: Thava Overstreet      DATE: 02/03/2020  
APPROVED AND AUTHORIZED BY: Thava Overstreet      DATE: 02/03/2020  
MODIFICATION APPROVED BY: Steven Jacobs      DATE: 02/04/2020

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT WITH TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LEXTRAN), AS A PARTNER TO A TRANSPORTATION ALTERNATIVES PROGRAM GRANT, INCREASING LEXTRAN'S GRANT ALLOCATION BY \$95,430.23 AND REDUCING LEXINGTON'S BY AN EQUAL AMOUNT, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment, which is attached hereto and incorporated herein by reference, to the Agreement with Transit Authority of Lexington-Fayette Urban County Government (LexTran), as the partner to a Transportation Alternatives Program Grant, increasing LexTran's grant allocation by \$95,430.23 and reducing Lexington's by an equal amount, at no additional cost to the urban county government.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

0067-25:EPT\_4929-9075-6625, v. 1

RESOLUTION NO. 038 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT WITH TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LEXTRAN), AS A PARTNER TO A TRANSPORTATION ALTERNATIVES PROGRAM GRANT, INCREASING LEXTRAN'S GRANT ALLOCATION BY \$95,430.23 AND REDUCING LEXINGTON'S BY AN EQUAL AMOUNT, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment, which is attached hereto and incorporated herein by reference, to the Agreement with Transit Authority of Lexington-Fayette Urban County Government (LexTran), as the partner to a Transportation Alternatives Program Grant, increasing LexTran's grant allocation by \$95,430.23 and reducing Lexington's by an equal amount, at no additional cost to the urban county government.

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

PASSED URBAN COUNTY COUNCIL:

February 6, 2025



\_\_\_\_\_  
MAYOR

ATTEST:

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

0067-25:EPT\_4929-9075-6625, v. 1

**FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement is made and entered into on this 12 day of February 2025, by and between Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter “LFUCG”), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and the Transit Authority of Lexington-Fayette Urban County Government, Kentucky, (hereinafter “LEXTRAN”), whose mailing address is 200 West. Loudon, Lexington, Kentucky 40508.

**W I T N E S S E T H**

**WHEREAS**, LEXTRAN submitted an application requesting federal funding under the Transportation Alternatives Program (TAP) to the Kentucky Transportation Cabinet (hereinafter “the CABINET”) for Town Branch Commons: Complete Street, Environmental Streetscape, Transit Plaza, herein identified as Town Branch Commons Zone 2 (hereinafter the “Project”); and

**WHEREAS**, the Project was previously approved for federal funding in the amount of \$2,730,214 by the Kentucky Transportation Cabinet under the Transportation Alternatives Program (Catalog of Federal Domestic Assistance Number 20.205), for use in Fayette County for design and construction of the Project; and

WHEREAS, the Project was approved for additional federal funding, bringing the total amount of federal funding by the Kentucky Transportation Cabinet to \$3,230,214;

WHEREAS, it is necessary to amend the Agreement dated June 23, 2016 between LFUCG and LEXTRAN to account for the additional funds provided by KYTC;

**WHEREAS**, LEXTRAN continues to agree that LFUCG will serve in the role of Recipient of the herein described federal funds and be responsible to the CABINET for compliance with all federal, state, and local regulations that govern Project implementation; and

**WHEREAS**, LFUCG and LEXTRAN continue to agree to collaborate in the implementation of the Project outlined in Appendix A; and

**WHEREAS**, the parties are in general agreement about the responsibilities and obligations of each party in connection with the Project and wish to memorialize their understanding into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to Project requirements, the parties hereto agree to amend the Agreement dated June 23, 2025, between LFUCG and KYTC in its entirety as follows:

## **ARTICLE I**

### General Terms:

1. LFUCG and LEXTRAN agree to be responsible for completion of Scope of Work made a part of this Agreement by reference and in the attached Appendix B, in accordance with the application for federal funds as approved by the CABINET and with the terms and conditions of this Agreement, and all applicable regulations or directives issued by the CABINET and/or the Federal Highway Administration.
2. The term of this Agreement shall be for a period beginning immediately after it is fully executed by both parties and after execution of the contract between the CABINET and LFUCG and continuing until the Project has been completed and all federal requirements have been fulfilled.

The total amount of federal grant funds available for distribution on the Project is \$3,230,214, which will be divided between LFUCG and LEXTRAN as outlined in Appendix C.

3. The responsibility for implementation of the Project including all recordkeeping for grant compliance and accounting shall be the responsibility of the LFUCG.
4. The parties agree that neither is an agent, servant, or employee of the other. Each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
5. The parties agree that LFUCG may terminate this Agreement if funds are not appropriated to the LFUCG by the CABINET or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. Upon notice of termination by the CABINET, LFUCG will provide immediate written notice to LEXTRAN. This Agreement is contingent upon the continued availability of appropriated federal funding. If the funding appropriated for any Phase of the Project becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in federal funding, further reimbursement of Project expenditures may be denied, the project may be cancelled, the timeline extended or the scope amended by LFUCG in response to amendments by the CABINET, either in whole or in part without

penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the LFUCG nor may such denial, cancellation, extension or amendment give rise to any claim against the LFUCG.

## ARTICLE II

### Obligations of LFUCG:

1. Be the lead agency for all aspects of the Project and ensure compliance with all federal, state, and local laws and regulations that are applicable to the Project.
2. Submit appropriate invoices for reimbursement from the CABINET in accordance with applicable federal and state legislation and regulations, on behalf of LEXTRAN and LFUCG.
3. Reimburse LEXTRAN on a monthly basis in response to submission of timely and complete invoices. Maximum federal amount to be reimbursed is \$523,430.23.
4. Provide technical assistance as needed to LEXTRAN for purposes of compliance with federal and state regulations, and to monitor LEXTRAN for compliance with the terms of this Agreement.

## ARTICLE III

### Obligation of LEXTRAN:

1. Complete all requirements necessary as the applicant for Transportation Alternatives Program funding.
2. Submit invoices to LFUCG on a monthly basis for reimbursement. Invoices shall include evidence of work completed, copies of invoices for which reimbursement is requested, evidence of compliance with Buy America, DBE, federal prevailing wage requirements, and documentation of matching funds. LEXTRAN agrees to provide matching funds in the amount of \$130,857.56.
3. LEXTRAN shall carry out this project in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), and 23 Code of Federal Regulations (CFR). LEXTRAN shall outline, undertake, and complete the work in accordance with the terms and conditions of this Agreement consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 (Attached to Agreement as Exhibit C), the Interim Federal-Aid Project Development Guide for Local Public Agencies, and any future revisions of these documents.
4. LEXTRAN shall comply with the National Environmental Policy Act (NEPA), Section 4(f) of 49 United States Code (USC) 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, the Endangered Species Act, and any other applicable environmental laws and regulations, addressing the social and environmental effects of the proposed Project. LEXTRAN shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by LEXTRAN pursuant thereto. Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, age, and income in all programs or activities of any recipient of federal assistance.

5. LEXTRAN agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.
6. LEXTRAN shall comply with the Federal Buy America construction contracts requirements, as spelled out in 23 CFR 635 Subpart D. LEXTRAN shall submit documentation of compliance with the Federal Buy America requirements when submitting invoices for reimbursement.
7. LEXTRAN agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses. An applicant DBE firm must be given consideration for participation in the project and a DBE goal shall be set by the CABINET for work on the Project. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. LEXTRAN agrees to submit documentation to the LFUCG of actual DBE participation when submitting invoices for reimbursement.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the LFUCG or the CABINET deem appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between LEXTRAN and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. LEXTRAN shall prohibit the contractor from withholding retainage on any subcontract on this Project to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

8. LEXTRAN shall follow all Federal and State design and construction criteria for the type of work to be performed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the CABINET's Standard Specifications for Road and Bridge Construction, edition 2008 as revised, and

as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET's List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

9. LEXTRAN shall be responsible for all project design activities, which may be completed either by the LEXTRAN'S staff or by a consultant. If LEXTRAN selects to perform the work through a consultant, LEXTRAN, with the oversight and approval of the LFUCG, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the Project in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the Project.
10. Upon approval of design by CABINET and LFUCG, LEXTRAN shall be responsible for all Project construction activities, which may be completed either by LEXTRAN's staff or by a contractor. If LEXTRAN intends to use contractor services, LEXTRAN shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the Project, with the concurrence of LFUCG and the CABINET, in accordance with the federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the Project.
11. LEXTRAN shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. LEXTRAN shall thoroughly review all bids and obtain concurrence from the LFUCG and the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this Project. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the Project, a comparison of bids against other recent bids for the same item or service, the urgency of the Project, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the LFUCG, CABINET, or FHWA. Specific Federal

requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

12. LEXTRAN shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. LEXTRAN must receive prior written approval from the LFUCG and the CABINET for all change orders, but such approval shall not increase the funding obligated to LEXTRAN under this Agreement.
13. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the recipient of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between LEXTRAN and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.
14. During the construction of the Project, LEXTRAN shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). LEXTRAN shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.
15. LEXTRAN shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." LEXTRAN shall refer to the Copeland Act for the requirements under this provision.
16. In connection with the execution of this Agreement, LEXTRAN shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. LEXTRAN shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this Agreement. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, LEXTRAN agrees as follows:
  - a. LEXTRAN will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex,

sexual orientation, gender identity, or age. LEXTRAN further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. LEXTRAN agrees to provide, upon request, needed reasonable accommodations. LEXTRAN will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. LEXTRAN agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. LEXTRAN will, in all solicitations or advertisements for work placed by or on behalf of LEXTRAN; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. LEXTRAN 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 advising the said labor union or workers' representative of LEXTRAN's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. LEXTRAN will take such action with respect to any contract, subcontract or purchase order as the CABINET or Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. LEXTRAN will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. LEXTRAN will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by LFUCG, the CABINET, or Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of LEXTRAN's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and LEXTRAN may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. LEXTRAN will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless

exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. LEXTRAN will take such action with respect to any contract, subcontract or purchase order as LFUCG, the CABINET, or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event LEXTRAN becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by LFUCG, the CABINET or Federal Highway Administration, LEXTRAN may request the United States to enter into such litigation to protect the interests of the United States.

17. No member, officer, or employee of LEXTRAN during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. LEXTRAN shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of LEXTRAN shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment
18. LEXTRAN warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the LFUCG shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
19. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.
20. LEXTRAN agrees to maintain the facilities in an acceptable condition and for a public purpose in an acceptable condition. In the event that the property is not maintained as a public facility LEXTRAN shall reimburse the LFUCG for all proceeds provided for in this Project including any applicable interest, unless such change in use is approved in writing by the LFUCG, the CABINET, and FHWA, if applicable.
21. LEXTRAN agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this Agreement and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.
22. LEXTRAN, contractor and any subcontractors shall permit the LFUCG, the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the Project and all relevant Project data and records, including any audit(s) of LEXTRAN pertaining to the Project.

23. LEXTRAN hereby acknowledges its duty to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. LEXTRAN shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If LEXTRAN has expended more than \$750,000 in Federal funding from all sources in its fiscal year, LEXTRAN shall provide the LFUCG copies of its 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.
24. LEXTRAN hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the LFUCG, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service
25. LEXTRAN shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
26. Pursuant to KRS 45A.485, LEXTRAN shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.
27. LEXTRAN shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this Agreement. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this Agreement shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.
28. LEXTRAN shall retain all records pertinent to expenditures incurred under this Agreement, for a period of (3) three years after the termination of all activities funded under this Agreement. Provide officials of LFUCG, the U.S. Department of Transportation, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts and the Legislative Research Commission, or any of their authorized representatives, access

to any books, documents, papers, or other records which are pertinent to funds expended under the terms of the Agreement, for purpose of financial audit or program review. The right of access shall be for the period in which records are retained. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. Furthermore, all books, documents, papers, records or other evidence provided to officials of LFUCG, the U.S. Department of Transportation, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts and the Legislative Research Commission which are directly pertinent to the Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

29. LEXTRAN certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

**ARTICLE IV**

Additional Provisions

1. To the extent provided by law, parties agree to defend, indemnify, and hold each other harmless from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution performance, or breach of this Agreement, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of which such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by a financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement.
2. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Fayette County, Kentucky.
3. This Agreement, in accordance with 49 CFR 18.43, may be terminated by LFUCG upon thirty days written notice, LEXTRAN materially fails to comply with any term of the Agreement.
4. This Agreement, in accordance with 49 CFR 18.44 may be terminated for convenience upon thirty days written notice by the LFUCG.
5. LEXTRAN and LFUCG each binds himself and his partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
6. This Agreement may be amended in writing and by the agreement of and signed by both parties.
7. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to LEXTRAN:

Transit Authority of  
Lexington-Fayette County  
Attention: Fred Combs  
General Manager  
200 West Loudon Avenue  
Lexington, Kentucky 40508

If to LFUCG:

Lexington-Fayette Urban County Government  
Director of Project Management, Mayor's Office  
Attention: Brandi Peacher  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

8. This Agreement contains the entire and complete understanding of the parties with respect to the subject matter and supersedes any and all prior agreement or understanding of any kind.
9. The signatories to this Agreement warrant and represent that each has the authority to enter into this Agreement on behalf of the Party represented.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first above written.

**Lexington-Fayette Urban County Government**

By: Linda Gorton  
Linda Gorton, MAYOR

ATTEST: Marckenzie Slack  
~~Martha L N Allen~~  
Clerk of the Urban County Council

Deputy

**Transit Authority of Lexington-Fayette Urban County Government**

Fred Combs  
Fred Combs, GENERAL MANAGER

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE )  
)

The foregoing Memorandum of Agreement was subscribed, sworn to and acknowledged before me by Fred Combs, as General Manager of the Transit Authority of Lexington-Fayette Urban County Government, on this the 7<sup>th</sup> day of Feb, 2025.

My commission expires: 11/8/2025

Nikki Falconbury  
NOTARY



## APPENDIX A – Project Description / TAP Application

The Town Branch Commons Corridor (TBCC) project is made up of several distinct zones. The section of the TBCC project that this TAP grant covers is Zone 2 which runs along Vine Street between Quality Street to Limestone, including the LEXTRAN central transit center. The proposed improvements will upgrade the current user experience with pedestrian safety, bike facilities, wayfinding, street restriping, bus bay recurbing, and exterior transit center improvements.

Implementing the project will allow pedestrians to utilize 9-11' sidewalks and a new protected crossing at the LEXTRAN transit center to safely and efficiently access the transportation services they rely on. Pedestrians currently do not have a convenient protected location to cross and are often seen walking between moving cars and climbing over a jersey barrier wall to access the transit center. The project section also includes green areas to serve as a storm water infiltration green-space as well as break up the wide pavement and make use of new pedestrian bulb outs which further calm traffic and shorten pedestrian crossings.

A buffered cycle track through this section will help connect the Rose Street and Old Vine Street bikeway as well as make the essential bicycle connection to the University of Kentucky campus at both Martin Luther King Boulevard and Limestone. The University of Kentucky 2013 Campus Master Plan specifically recommends a connection to the TBCC project at Vine Street and Martin Luther King Boulevard in order to encourage more faculty and students to utilize alternative methods of transportation.

The existing street will be restriped to conform to the changes described above. Also the exterior of the LEXTRAN building will be improved to reflect the changes to the bus bays, new pedestrian crossing and other miscellaneous items to enhance the pedestrian and transit user experience.



**APPENDIX B – Scope of Work and Project Responsibility Split**

1. It is the intent of the parties that they shall work collectively towards completion of the Project, contingent upon the receipt of the Grant.
2. The parties have estimated that the total cost of the Project will be \$3,744,272.50 including the federal TAP grant of \$2,995,418 and local match of \$748,854.50.
  - a. LEXTRAN's share of the grant is shown in the exhibit below and will be in an amount of \$523,430.23 with a local match of \$130,857.56.
  - b. LFUCG share of the grant is shown in the exhibit below and will be in an amount of \$2,471,987.77 with a local match of \$617,996.94.

**Project Responsibility Split**

**Town Branch Commons Corridor Project Zone 2 – Funding Split**

Lextran Total Project Estimate

Exterior Improvements	Estimated Cost	Federal Share (34.7%)	Local Share (65.3%)
Shell Construction & Painting	\$446,283.00	\$154,849.47	\$291,433.53
Electrical Systems	\$449,482.00	\$155,959.45	\$293,522.55
Equipment & Furnishings	\$476,310.00	\$165,268.12	\$311,041.88
Deep Cleaning and Sitework	\$136,474.00	\$47,353.20	\$89,120.80
<b>Total Cost</b>	<b>\$1,508,549.00</b>	<b>\$523,430.23</b>	<b>\$985,118.77</b>

Eligible TAP Grant Award Totals	Estimated Cost	Federal Share (80%)	Local Share (20%)*
Lextran Transit Center Improvements	\$654,287.79	\$523,430.23	\$130,857.56
Zone 2 TBCC Improvements by LFUCG (*)	\$3,089,984.71	\$2,471,987.77	\$617,996.94
<b>Total Cost</b>	<b>\$3,744,272.50</b>	<b>\$2,995,418.00</b>	<b>\$748,854.50</b>

\*-LFUCG's portion of the project will be the balance of the grant less LEXTRAN's portion.

**APPENDIX C – FORM 1273**

4929-5580-2894, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0069-25**

**File ID:** 0069-25

**Type:** Ordinance

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 01/14/2025

**File Name:** 25-0036 Create- Human Resources

**Final Action:** 02/06/2025

**Title:** An Ordinance amending the authorized strength by creating one (1) classified position of Human Resources Manager, Grade 527E, in the Div. of Human Resources, effective upon passage of Council. [Div. of Human Resources, George]

**Notes:**

**Sponsors:**

**Enactment Date:** 02/06/2025

**Attachments:** Bluesheet Memo 25-0036, From To 25-0036, Fiscal Impact- 25-0036, ORD 0069-25 Create HR Manager 4919-0001-8704 v.1.docx, O-008-2025

**Enactment Number:** O-008-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
2	Urban County Council	01/23/2025	Received First Reading	Urban County Council	02/06/2025		
2	Urban County Council	02/06/2025	Approved				Pass

**Text of Legislative File 0069-25**

**Title**

An Ordinance amending the authorized strength by creating one (1) classified position of Human Resources Manager, Grade 527E, in the Div. of Human Resources, effective upon passage of Council. [Div. of Human Resources, George]

**Summary**

Authorization to create one (1) classified position of Human Resources Manager (Grade 527E) in the Division of Human Resources, effective upon passage of Council. This position

will be located at the Division of Waste Management. The 12-month future cost is \$115,032.93. (L0069-24) (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: \$115,032.93

Annual Impact: \$

Project:

Activity:

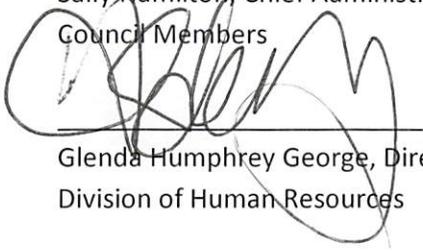
Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor  
Sally Hamilton, Chief Administrative Officer  
Council Members

FROM:   
Glenda Humphrey George, Director  
Division of Human Resources

DATE: January 6, 2025

SUBJECT: Create position – Division of Human Resources

**Request:**

The attached action is requesting authorization to create one (1) classified position of Human Resources Manager (Grade 527E) in the Division of Human Resources, effective upon passage of Council.

**Why are you requesting:**

The Division of Human Resources is requesting to create an HR Manager position that will be located at the Division of Waste Management. This position will handle recruitment, hiring, new employee orientation, employee relations matters, discipline and CBA issues.

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

This has a 12-month future impact cost of \$115,032.93.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Human Resources Manager	\$0	\$85,693.92	\$85,693.92
<b>Total Annual Impact/ Salary and Benefits \$115,032.93</b>			



File Number: 0069.25

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: 1/6/25

Classified Civil Service

Changes From:

Changes To:

Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly	Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Name	Salary	Line #	Pos.	Code	Grade	Position Title	#	Name	Salary
<u>Division of Human Resources (460)</u>								<u>Division of Human Resources (460)</u>							
460.020	6	177	527E	Human Resources Manager	-----	-----	-----	460.020	7	177	527E	Human Resources Manager	-----	-----	-----

**Bluesheet 25-0036**

**Human Resources**

Description	1 or -1	Hour Rate	63122 Base Comp	Benefits Cost			63621 FICA	63622 Unemp	63624 Medicare	Employee Total Cost
				63511 19.71% Pension	63615 Other Fringe	6.20%				
Human Resources Manager (Grade 527E)	Create	1.00	\$85,693.92	\$16,890.27	\$5,528.88	\$5,577.69	\$37.71	\$1,304.46	\$115,032.93	
<b>Pay Periods</b>			<b>\$85,693.92</b>	<b>\$16,890.27</b>	<b>\$5,528.88</b>	<b>\$5,577.69</b>	<b>\$37.71</b>	<b>\$1,304.46</b>	<b>\$115,032.93</b>	

**Annual Cost:** \$115,032.93

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 HUMAN RESOURCES MANAGER, GRADE 527E, IN THE DIVISION OF HUMAN RESOURCES, 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 amended to read as follows:

460.020      7      177    527E            Human Resources Manager

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

PUBLISHED:

0069-25:GET: 4919-0001-8704, v. 1

ORDINANCE NO. 008 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF HUMAN RESOURCES MANAGER, GRADE 527E, IN THE DIVISION OF HUMAN RESOURCES, 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 amended to read as follows:

460.020      7      177    527E      Human Resources Manager

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:      February 6, 2025

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED: February 14, 2025-1t  
0069-25:GET: 4919-0001-8704, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0072-25**

**File ID:** 0072-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 01/16/2025

**File Name:** Amendment to Resolution No. 364-2024 - DNA Labs International

**Final Action:** 01/23/2025

**Title:** A Resolution authorizing an Amendment to Resolution No. 364-2024, an Agreement with DNA Labs International, to correct the fiscal year for the expenditure from FY24 to FY25, all other terms in Resolution No. 364-2024 remain the same. [Div. of Police, Weathers]

**Notes:** Requesting this to move forward on January 21st docket if possible.

**Sponsors:**

**Enactment Date:** 01/23/2025

**Attachments:** Cover Memo - Amendment to Resolution No. 364-2024 - DNA Labs International.pdf, Resolution No. 364-2024.pdf, 72-25 dna amendment 4917-2339-7649 v.1.doc, R-032-2025

**Enactment Number:** R-032-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/21/2025	Approved and Referred to Docket	Urban County Council	01/23/2025		Pass
1	Urban County Council	01/23/2025	Received First Reading	Urban County Council	01/23/2025		
1	Urban County Council	01/23/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	01/23/2025	Approved				Pass

### Text of Legislative File 0072-25

**Title**

A Resolution authorizing an Amendment to Resolution No. 364-2024, an Agreement with DNA Labs International, to correct the fiscal year for the expenditure from FY24 to FY25, all other terms in Resolution No. 364-2024 remain the same. [Div. of Police, Weathers]

**Summary**

Authorization to amend Resolution No. 364-2024 - DNA Labs International (DLI) to correct the fiscal year on this Resolution. The fiscal year should be changed from FY24 to FY25. Resolution No. 364-2024 allowed for the approval of the DLI Master Services Agreement with a cost of \$150,000, and established DLI as a Sole Source Vendor. (L0072-25) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Michael Sanner, January 15, 2025

**Risk Management:** No

Fully Budgeted: N/A

Account Number: 1101-505506-5561-71299

Year Impact: \$ 150,000

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton  
Mayor

Kenneth Armstrong  
Commissioner

TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: January 16, 2025

SUBJECT: Request Amendment to Resolution No. 364-2024 - DNA Labs International (DLI)

---

**Request**

Authorization to amend Resolution No. 364-2024 – DNA Labs International (DLI).

**Why are you requesting?**

This amendment is requested to correct the fiscal year on this resolution. The fiscal year should be changed from FY24 to FY25.

Resolution No. 364-2024 allowed for the approval of the DLI Master Services Agreement with a cost of \$150,000, and established DLI as a Sole Source Vendor.

This request requires Council and Mayor Gorton’s approval.

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

**Are the funds budgeted? N/A**

**File Number: 0072-25**

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

LBW/rmh

RESOLUTION NO. 364 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, FOR THE DIVISION OF POLICE, TO EXECUTE A MASTER SERVICES AGREEMENT AND FORENSICS DNA CONTRACT WITH DNA LABS INTERNATIONAL (DLI), A SOLE SOURCE PROVIDER, FOR THE USE OF SECURE SERVICES THAT WILL DIRECTLY SUPPORT INVESTIGATIONS SPECIFIC TO UNSOLVED HOMICIDE AND VIOLENT CRIME INVESTIGATIONS, AT A COST NOT TO EXCEED \$150,000.00 IN FY 2024.

---

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, the Division of Police, be and hereby is authorized to execute a Master Services Agreement and Forensics DNA Contract with DNA Labs International, a sole source provider, for the use of secure services that will directly support investigations specific to unsolved homicide and violent crime investigations.

Section 2 - That an amount, not to exceed the sum of \$150,000.00 in FY 2024 be and hereby is approved for payment to DNA Labs International, from account # 1101-505506-71299.

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

PASSED URBAN COUNTY COUNCIL: July 2, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0684-24:CWE:4895-9296-9163, v. 1



700 W HILLSBORO BLVD. BLDG 3 DEERFIELD BEACH FL 33441 954 426 5163

R. 364.2024

C. 176.2024

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement") is entered into this day 1 of July, 2024 (the "Effective Date"), by and between DNA Labs International ("DLI"), and Lexington-Fayette Urban County Government ("Client"). DLI and Client may be alternately referred to herein as "party," individually, and "parties," collectively.

**ARTICLE I - PURPOSE:**

Client desires to engage DLI to render certain professional Services and Deliverables, as those terms are hereafter defined; and DLI desires to render such Services and Deliverables under the terms and conditions of this Agreement. The client's first year budget is \$150,000, which is not a work guarantee. The term "Services" means those forensic DNA Services, and other related Services that Client may request, and DLI may agree to provide from time to time. The term "Deliverables" means any Case Report or other material that Client may request and DLI may agree to provide from time to time. The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to DLI a completed "Case Submission Form" that will identify in detail each expected service request and the associated requirements. A DLI sample case submission form is attached as Exhibit A for your reference.

**ARTICLE II - PAYMENT AND OTHER EXPENSES:**

2.1 The products/services provided under this Agreement shall be subject to the terms and conditions set forth in this agreement.

This clause shall be applicable to all task orders, delivery orders, and modifications issued under this contract.

By signing this contract, the Contractor certifies their understanding and acceptance of the terms and conditions within this agreement.

2.1 Prices are defined in the attached hereto as Exhibit B and may be modified at any time during the contract term. Case Submission Forms submitted to DLI must reference the corresponding agency case number. Client agrees to pay DLI the total amount specified for the performance of the Services described in a Case Submission Form. Unless otherwise indicated, prices do not include travel or shipping.

2.2 DLI will be paid the amount as specified in this Agreement for the Services provided. DLI will invoice Client for the Services based on the testing services performed. The invoice will contain a reasonable and



sufficient explanation or itemization of the Services rendered under an associated Case Submission Form. Client will pay DLI within thirty (30) days of the date of DLI's invoice unless otherwise agreed to.

2.3 DLI reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by DLI against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

2.4 If Client desires to change or modify the Services in any Case Submission Form, Client will so advise DLI, in writing. If such a change or modification appears to substantially change the Services as recited in a Case Submission Form, upon request, DLI can issue an updated estimate for testing costs. The estimated costs for a case may change depending on the analyst's testing suggestions.

2.5 DLI will provide Discovery request responses and Expert Witness Testimony per the fee schedule on Exhibit B. Client and/or the Attorney's office requesting the services are responsible for travel arrangements, costs and testimony fees. Payment is due within net 15 days.

2.5 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by DLI in the performance of Services under a Case Submission Form other than those specifically identified herein or therein.

#### ARTICLE III - TERM:

3.1 The "Term" of this Agreement will be for a period of two (2) year from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.

3.2 The parties may extend, upon mutual written agreement, the Term of this Agreement for two (2), two-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein however Exhibit B may be modified.

3.3 It is understood by the parties that a Case Submission Form or service request may be terminated independently of this Agreement, and that termination of one or more Case Submission Forms or service requests does not result in the termination of this Agreement unless this Agreement is terminated as specified in Article VIII.

#### ARTICLE IV – SCOPE OF WORK, SHIPMENT AND DELIVERY:

4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.



**4.2 Scope of Work and Case Submission and Reporting.**

- All testing directions are contained in the Case Submission Form submitted by the client. The detailed testing requirements must be comprehensively described on the Case Submission Form.
- A hard copy of the Case Submission Form is included with the evidence shipment. A copy of the Case Submission Form is also emailed to: [evidence@dnalabsinternational.com](mailto:evidence@dnalabsinternational.com), prior to the evidence being shipped to DLI.
- All testing is performed in our Deerfield Beach Laboratory. STR (Short Tandem Repeat) amplification of samples shall be tested using the PowerPlex Fusion 5C. Amplified samples shall be analyzed using the ABI 3500 or 3500XL Genetic Analyzer and the data shall be evaluated with Genemapper ID-X software.
- Y-STR and Genealogy testing can be requested on a case-by-case basis.
- Consumption orders are required to be issued by the Client for any evidence where permission is given to consume the sample for testing. This must be in place before the case evidence is shipped to DLI. This is a specific Client Requirement.
- Except for Reference Standards/Buccals, each item of evidence incurs an Accessioning/Serology fee and a DNA testing fee.
- Extracts may be consumed at amplification (if necessary). Extracts will be dried down.
- STRmix will not be used on samples for CODIS upload. If a manual deduction cannot be performed and only STRmix can be used, then DLI is approved to use STRmix on the sample.
- Testing time is 60-90 days. Larger or more complicated cases may take longer.
- The court-admissible report will be emailed to the Authorized Points of Contact on Page 1 of the Case Submission Form.
- Any CODIS-eligible profile data will be sent to the Kentucky State Police Laboratory for review and possible upload to CODIS.
- Evidence will be returned when testing is completed and the report has been issued. Extracts will be dried down. The Client may request evidence to be returned quicker on a case-by-case basis.

**ARTICLE V- DLI'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:**

5.1 DLI will report to Client's Point of Contract, which will be identified in writing to DLI via the Case Submission Form.

5.2 DLI will provide the Client the Deliverables based on a schedule of a 60-90 day testing time. Exceptions can be made for larger or more complicated cases, with the Clients preapproval. If the Client requires any other items, material, devices, documents, data, analysis or reports which will be considered additional Deliverables.

**ARTICLE VI -CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:**



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6.1 All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party. The disclosing party will be entitled to injunctive relief for any violation of this Article VI, without having to post bond or establish the insufficiency of a remedy at law.

6.2 In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information; (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.

6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

#### ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of DLI's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, mask work or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by DLI, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Case Submission Form, and/or which arise under or relate to DLI's Confidential Information.

7.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by DLI. Client will execute, without



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additional consideration, all documents reasonably required to confirm DLI's ownership of such Intellectual Property and to secure protection thereon for DLI. Client acknowledges that this Agreement and the Services rendered under any Case Submission Form will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of DLI; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to DLI, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints DLI as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.

7.3 The Deliverables as described in the Case Submission Form will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.

7.4 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Case Submission Form. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

#### ARTICLE VIII -TERMINATION:

8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. Payments will be owed by Client to DLI for Services rendered under all validly executed and in-progress Case Submission Forms after the date of termination. DLI will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.

8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by DLI to Client if all amounts due and payable have been paid to DLI as provided hereunder; and (iv) DLI will submit a final invoice and receive payment as provided for under any and all Case Submission Forms validly executed and in-progress in accordance with Article II.



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8.3 Individual Case Submission Forms may be terminated without terminating this Agreement based on the discretion of each party relative to the Services rendered under a particular Case Submission Form, subject to the obligations recited under Paragraph 8.2. There may be a termination fee for cases submitted for testing, and then terminated.

8.4 In the event a party breaches this Agreement, the aggrieved party will provide written notice of such breach (identifying the nature of the breach) to the breaching party and the breaching party will have a reasonable opportunity to cure (not to exceed ten (10) days) such breach to the non-breaching party's reasonable satisfaction. In the event the breach is not promptly cured, then either party may elect to terminate the Agreement immediately.

#### ARTICLE IX - USE OF NAMES/NON-SOLICITATION:

9.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that DLI may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.

9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Case Submission Forms, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

#### ARTICLE X- WARRANTIES/ACCEPTANCE:

10.1 DLI represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. DLI will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of DLI. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.

10.2 DLI represents and warrants that the Services performed in connection with each Case Submission Form issued hereunder will be of a professional quality.



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10.3 DLI represents and warrants that the Deliverables developed, created and provided under the Case Submission Forms will be original works, and that any third-party material that is included in any such Deliverables will be provided to Client with the same rights as provided under such third party obligations, and DLI will not grant any greater rights than provided by such third party.

10.4 EXCEPT WHERE OTHERWISE STATED, THE DELIVERABLES ARE PROVIDED "AS IS." DLI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY THAT ANY USE OF THE PRODUCTS OR SERVICES WILL NOT VIOLATE OR INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES WITH RESPECT TO THE DELIVERABLES OR SERVICES. DLI MAKES NO WARRANTY THAT THE DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS, RESULT IN ANY CONTEMPLATED BUSINESS OR FINANCIAL RESULT, BE SECURE FROM ANY DATA BREACHES OR OPERATE UNDER CLIENT'S SPECIFIC CONDITIONS OF USE. DLI MAKES NO WARRANTY THAT OPERATION OF THE DELIVERABLE WILL BE SECURE, FREE OF MALICIOUS CODE, VIRUSES, ERROR FREE, BUG FREE OR FREE FROM INTERRUPTION. CLIENT MUST DETERMINE WHETHER THE DELIVERABLE SUFFICIENTLY MEETS CLIENT'S REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. CLIENT WILL BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE DELIVERABLE TO MEET CLIENT'S REQUIREMENTS. DLI WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE THAT UTILIZES OR ACCESSES THE DELIVERABLES.

10.6 Client agrees that DLI's sole liability, and Client's sole and exclusive remedy for breach of the limited warranty contained in this Article X, pursuant to any claim of any kind against DLI will be, at DLI's option, (a) reperformance of any non-conforming Services or (b) a refund of the price allocable to the non-conforming Deliverables or Services.

#### ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 DLI represents and warrants that the Services performed in connection with each Case Submission Form issued hereunder will be of a professional quality.

11.2 IN NO EVENT WILL DLI'S AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT AND/OR CLIENT'S USE OR INABILITY TO USE THE DELIVERABLES OR SERVICES, WHETHER UNDER CONTRACT, NEGLIGENCE, TORT, INDEMNITY, WARRANTY, STRICT LIABILITY OR ANY OTHER BASIS EXCEED THE LESSER OF (I) THE COST OF CORRECTING ANY NON-CONFORMITIES IN THE DELIVERABLES OR SERVICES OR (II) THE COST OF REPLACING THE DELIVERABLES OR REPERFORMING THE SERVICES. IN NO EVENT (INCLUDING UNENFORCEABILITY OF THE ABOVE LIMITATIONS AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER) WILL DLI'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PREVIOUSLY PAID BY CLIENT FOR THE NON-CONFORMING DELIVERABLES OR SERVICES:



11.3 With regard to proprietary and/or Confidential Information and rights and interests, DLI will be entitled to pursue any legal and/or equitable action, including injunctive relief and damages, against Client with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to DLI's confidential and/or proprietary claims, including Confidential Information and Intellectual Property or third party proprietary interests. IN NO EVENT, HOWEVER, WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM THE PERFORMANCE OF THE SERVICES UNDER ANY CASE SUBMISSION FORM, OR THE OBLIGATIONS RECITED IN THIS AGREEMENT OR ANY CASE SUBMISSION FORM, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF MISUSE OR MISAPPROPRIATION OF DLI'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION, INCLUDING CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OR THIRD PARTY PROPRIETARY INTERESTS.

11.4 The parties acknowledge that the limitations set forth in this Article XI are integral to the prices charged under this Agreement and that, were DLI to assume any further liability other than as set forth herein, such prices would of necessity be set substantially higher. DLI's entire liability hereunder for the breach of this Agreement or any individual Case Submission Form will be limited only to actual and provable damages up to the amounts of monies payable hereunder or thereunder to DLI. Client expressly agrees that this limitation of damages and remedies will constitute the exclusive remedies and measure of damages available to Client and all other remedies and measures of damages which might otherwise be available under the law of any jurisdiction are hereby waived by Client.

11.5 Without limitation to the generality of the foregoing, DLI will not be liable for any damage or loss caused by the improper or unapproved use of the Deliverables provided hereunder.

**ARTICLE XII - INDEMNIFICATION:**

12.1 To the extent allowable by law, the Client will defend, indemnify, and hold harmless DLI and its respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) ("Claims") arising out of or occurring in connection with the negligence or willful misconduct of Client or its employees or agents, including but not limited to: (i) any misuse or modification of the Deliverables or Services by Client or its employees or agents, (ii) any act (or failure to act) by Client or its employees or agents in contravention of any safety procedures or instructions that DLI provides to Client or its employees or agents or (iii) the failure to store, install, operate, or maintain the products in accordance with the instructions of DLI. This shall not be deemed a waiver of sovereign immunity of any other third-party defense available to Client.

12.2 To the extent allowable by law, the Client will defend, indemnify and hold DLI harmless from any Claims by a third party of liability, loss or damage resulting from claims of tort, contract, negligence or any other cause of action from a third party as a result of DLI's activities with respect to the provision of



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Services hereunder or the breach of any representations, warranties, covenants, agreements or other obligations hereunder, or the use of third party products or Services as provided by Client, or Services or violation of local laws and regulations in connection with its business operations or any with applicable local laws and regulations in connection with its business operations or any non-compliance with local, federal or international laws. This shall not be deemed a waiver of sovereign immunity of any other third-party defense available to Client.

#### ARTICLE XIII - NO LICENSE:

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by DLI; it being specifically understood and agreed that all such rights are reserved to DLI.

#### ARTICLE XIV - OTHER:

14.1 The parties will comply with all applicable laws, rules, and regulations.

14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.

14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Case Submission Form will be resolved in favor of the Case Submission Form. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

14.4 This Agreement will not be modified or amended except in writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.

14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.



14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that DLI may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of the assignor or transferor will inure to the benefit of assignee or transferee.

14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.

14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

14.9 This Agreement is governed by and construed and interpreted in accordance with the laws of the Commonwealth of Kentucky without regard to choice of law rules. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a state court located in Kentucky. The parties agree to submit to a court competent jurisdiction in Fayette County Kentucky for the aforementioned courts for the purpose of litigating all such disputes. The parties waive any objection to the laying of venue for any suit, action, or proceeding in such courts. The substantially prevailing party in any action will be entitled to recover its costs and attorneys' fees.

14.10 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to DLI at:

To VENDOR at:

DNA Labs International  
700 W. Hillsboro Blvd., Bldg. 3, Deerfield Beach, FL 33441  
Attn: Contract Department  
954-426-5163                      [contracts@dnalabsinternational.com](mailto:contracts@dnalabsinternational.com)  
Invoice Questions to:        [accounting@dnalabsinternational.com](mailto:accounting@dnalabsinternational.com)  
Court-related requests:      [court@dnalabsinternational.com](mailto:court@dnalabsinternational.com)

To CLIENT at:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
Attn: Mayor Linda Gorton  
859-258-3600  
Lexington-Fayette Urban County Government



# DNA LABS

700 HILLSBORO BLVD, BLDG 3 DEERFIELD BEACH FL 33441 954 426 5163

**Finance/Invoice Contact**

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

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

Email to send Invoices: \_\_\_\_\_

Accepted and agreed to by the duly authorized signatories below:

**DLI**

Allison Nunes  
Name \_\_\_\_\_

*Allison Nunes*

Signature \_\_\_\_\_

President & Lab Director  
Title \_\_\_\_\_

2-13-2024  
Date \_\_\_\_\_

**Client – Lexington-Fayette Urban County Government**

Mayor Linda Gorton  
Name \_\_\_\_\_

*Linda Gorton*

Signature \_\_\_\_\_

MAYOR  
Title \_\_\_\_\_

7/3/2024  
Date \_\_\_\_\_

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION NO. 364-2024, AN AGREEMENT WITH DNA LABS INTERNATIONAL, TO CORRECT THE FISCAL YEAR FOR THE EXPENDITURE FROM FY24 TO FY25, ALL OTHER TERMS IN RESOLUTION NO. 364-2024 REMAIN THE SAME.

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

Section 1 - That Resolution 364-2024, an agreement with DNA Labs International, is amended to correct the fiscal year for the expenditure from FY24 to FY25. All other terms in Resolution 364-2024 remain the same.

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  
72-25:MRS: 4917-2339-7649, v. 1

RESOLUTION NO. 032-2025

A RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION NO. 364-2024, AN AGREEMENT WITH DNA LABS INTERNATIONAL, TO CORRECT THE FISCAL YEAR FOR THE EXPENDITURE FROM FY24 TO FY25, ALL OTHER TERMS IN RESOLUTION NO. 364-2024 REMAIN THE SAME.

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

Section 1 - That Resolution 364-2024, an agreement with DNA Labs International, is amended to correct the fiscal year for the expenditure from FY24 to FY25. All other terms in Resolution 364-2024 remain the same.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2025



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MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

72-25:MRS: 4917-2339-7649, v. 1