Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, February 11, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0161-25** Table of Motions: Council Work Session, February 4, 2025

Attachments: TOM 020425

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 **0162-25** Summary: Environmental Quality and Public Works Committee, December 3, 2024

Attachments: eqpw_2024-12-03_summary

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0085-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with TSW, Inc., for Parking and Trail Design at Veterans Park, at a cost not to exceed the sum of $84,500. [Div. of Parks and Recreation, Conrad]

Attachments:
RFP#57-2024-Blue Sheet memo Veterans Park Parking and Trail Design - Si
Veterans Park Parking and Trail Design Purchase of Service Agreement - Co
Veterans Park Parking and Trail Design Purchase of Service Agreement - Ex
Veterans Park Parking and Trail Design Purchase of Service Agreement - Ex
RESO 0085-25 TSW, Inc. 4921-2999-8102 v.1.docx
R-063-2025
Contracts #025-2025

b **0101-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and Grey Oak Lane 2, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County. [Div. of Water Quality, Martin]

Attachments:
Blue Sheet GOL2 (Brannon Reserve Ph 2)
_GOL2 (Brannon Reserve Ph 2)_SSAgreement
_GOL2 (Brannon Reserve Ph 2)_MAP
_GOL2(Brannon Reserve Ph2)_Exhibit A
_GOL2(Brannon Reserve Ph2)_Group Exhibit B&C
RESO 0101-25- SSA Grey Oak Lane 2 4910-9508-9692 v.1.docx
R-068-2025
Contract #053-2025

c **0125-25** A Resolution authorizing the Div. of E911 to access iconectiv's database of phone numbers and corresponding carriers, iconective LLC., is a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with iconective LLC., related to the procurement at a cost not to exceed $6,000. [Div. of Enhanced 911, Patton]

Attachments: Memo iconectiv sole source 2025
iconeciv annual service renewal Jan 2025
iconectiv Sole Source 2025
125-25 iconectiv 4923-4512-8983 v.1.docx
R-069-2025
Contract #058-2025

d **0126-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 4 to the Contract with W. Principles, LLC d/b/a the Walker Co. of Ky., for Town Branch RAS/WS Pump Station Improvements, for the Div. of Water Quality, increasing the Contract by the sum of $154,401.75, from $2,955,268.23 to $3,109,669.98. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
Change Order Contract #128-2021
RASWAS Proposal
RESO 0126-25- Change order 4 W Principles 4913-0487-0684 v.1.docx
R-070-2025

e **0134-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) incentive Grant to Bluegrass Greensource, Inc., for a stormwater quality project, at a cost not to exceed $39,630. [Div. of Water Quality, Martin]

Attachments: Blue sheet
FY 2025 Bluegrass Greensource_Class B Edu - Council Map full
FY25 Class BE - Bluegrass Greensource, Inc GAA_signed by Grantee
RESO 0134-25- Class B Education Stormwater Grant with Bluegrass Greens
R-071-2025
Contract #042-2025

f **0135-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Participating Addendum/Cooperative Purchasing Master Agreement with Safariland LLC through NASPO Valuepoint, establishing a price contract for the purchase of Body Armor and Ballistic Resistant Products, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract. [Div. of Procurement, Slatin]

Attachments: BlueSheet Memo
Safariland PA Template 02.2023
1605931537_Safariland_Master_Agreement_11_12_2020 (1)
RESO 0135-25- Safariland Body armor contract 4926-6605-3660 v.1.docx
R-072-2025
Contract #079-2025

g **0137-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Fayette County Public Schools, for a Stormwater Quality Project, at a cost not to exceed $310,081.50. [Div. of Water Quality, Martin]

Attachments: Blue sheet
FY25 Class BI - Fayette County Public Schools - Council Map full
FY25 Class BI -FCPS GAA signed by Grantee
RESO 0137-25-Class B Infrastructure FCPS 4909-9036-3420 v.1.docx
R-150-2025
Contract #110-2025

h **0140-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Workplace Solutions Cooperative Acceptance Agreement with Cintas Corporation pursuant to an Omnia Partners Agreement, establishing a price contract for the rental of facility entrance mats and rental uniforms, and authorizing the Director of Purchasing, for the term of the Contract, to execute any additional necessary documents related to the Agreement. [Div. of Procurement, Slatin]

Attachments: BlueSheet Memo
Final LFUCG Agreement x Cintas.pdf
RESO 0140-25- Cintas Agreement 4900-4598-9916 v.1.doc
R-073-2025
Contract #078-2025

i **0145-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Populus Technologies, Inc., for data management and per-trip fee collection services related to dockless (shared mobility) vehicles, for the Div. of Planning, at a cost not to exceed $9,500 and fifteen percent (15%) of per trip fees collected by Populus Technologies, Inc. [Div. of Planning, Duncan]

Attachments: Bluesheet Memo for Populus Contract FY 25
Lexington- 2024- Populus- Mobility Manager - Renewal
Lexington-_2024-2025-Populus renewal_Populus signed
RESO 0145-25- Populus contract for dockless vehicles 4903-0800-2588 v.1.d
R-074-2025
Contract #050-2025

j **0146-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to LFUC Airport Board, for a Stormwater Quality Project, at a cost not to exceed $152,000. [Div. of Water Quality, Martin]

Attachments: Blue sheet
FY 2025 LFUC Airport Board Class B Infra - Council map
FY24 Class BI LFUC Airport Board GAA ATTACHMENT A Grantee Signed
RESO 0146-25- LFUC Airport Board Class B Infrastructure Grant 4935-0878-
R-075-2025
Contract #043-2025

k **0147-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc., to assist with Community and Minority Business Development, at a cost not to exceed the sum of $140,000. [Mayor's Office, Glasscock]

Attachments: Blue Sheet Commerce Lexington Minority Business Development Blue Sheet
CLEX Minority Business Agreement January 2025
RESO 0147-25 PSA Commerce Lex CMBD 4931-4639-8743 v.1.docx
R-076-2025
Contract #046-2025

l **0148-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Goodwill Industries of Ky., Inc., extending the period of performance through December 31, 2025 and revising the scope of services, at no additional cost to the Urban County Government. [Dept. of Housing Advocacy and Community Development, Lanter]

Attachments: Blue sheet memo Goodwill - HU4H
Goodwill Amendment HU4H 2.3.25.docx
RESO 0148-25 Goodwill Amendment 4937-0665-0905 v.1.docx
R-077-2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0161-25

File ID:	0161-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/06/2025
File Name:	Table of Motions: Council Work Session, February 4, 2025			**Final Action:**	02/11/2025

Title: Table of Motions: Council Work Session, February 4, 2025

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	TOM 020425	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved				Pass

Text of Legislative File 0161-25

Title

Table of Motions: Council Work Session, February 4, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
February 4, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, J. Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Gray, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present. Council Member Sheehan was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the February 6, 2025 Council Meeting Docket. Seconded by Curtis. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the January 28, 2025, Work Session Summary. Seconded by LeGris. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

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

IX. Communications from the Mayor- Procurements

Motion by Gray to approve Communications from the Mayor- Procurements. Seconded by Sevigny. Motion passed without dissent.

X. Continuing Business/Presentations

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

Council Member Lynch provided a summary of the January 14, 2025 General Government and Planning Committee.

XI. Council Reports

Motion by Morton to place Anti-Displacement and Vulnerable Neighborhood Preservation in the General Government and Planning Committee. Seconded by Gray. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Baxter to adjourn at 3:34 p.m. Seconded by Sevigny. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0162-25

File ID:	0162-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/06/2025
File Name:	Summary: Environmental Quality and Public Works Committee, December 3, 2024			**Final Action:**	02/11/2025

Title: Summary: Environmental Quality and Public Works Committee, December 3, 2024

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	eqpw_2024-12-03_summary	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Refer	Urban County Council	02/20/2025		Pass

Text of Legislative File 0162-25

Title

Summary: Environmental Quality and Public Works Committee, December 3, 2024

Environmental Quality & Public Works Committee

December 3, 2024

Summary and Motions

Chair Sheehan called the meeting to order at 1:00 p.m. Committee Members, Vice-Mayor Wu and Council Members Fogle, Lynch, LeGris, Gray, Worley, F. Brown, and Sevigny were present. Council Member Monarrez was absent. Council Members Plomin and Reynolds were present as non-voting members.

I. APPROVAL OF OCTOBER 22, 2024 COMMITTEE SUMMARY

Motion by Sevigny to approve the October 22, 2024 Environmental Quality & Public Works Committee Summary. Seconded by Fogle. Motion passed without dissent.

II. CONSENT DECREE & REMEDIAL MEASURES PLAN UPDATE

Charlie Martin, Director of Water Quality, discussed the Consent Decree status, the remaining capital obligation, and the active and upcoming projects. All stormwater and supplemental project obligations are complete. Capacity, Management, Operations, and Maintenance (CMOM) obligations are ongoing. The focus is on the Remedial Measures Program (RMP) and the remaining schedule. A four-year extension was granted due to the pandemic, and December 31, 2030 is the new compliance deadline. Another change is a semiannual report instead of quarterly. Of the 117 total projects, Martin said 76 have been completed, 24 are active, and 17 are pending. He reviewed the Cleaner Water Kentucky Grant Funds and said there is approximately $37.8 million in grant money available for the RMP projects. Total project costs continue to trend lower than the 2014 projection, but the risk of cost escalation remains.

When asked about the start date for the project at New Circle Road and Limestone, Martin said it would likely be January or February before they can begin work. He anticipates an April start date for the Winchester Road project. Regarding the feasibility of planting flowers in neighborhoods near the Floyd Drive project, Martin is happy to discuss post-construction/restoration in that area. He clarified the pipeline work on Greentree Road is finished, but post-construction is not. They have had issues with contractors and utility companies. Speaking about RMP Projects and the Cleaner Water Kentucky Program, Martin said this allowed for the addition of 10% of grant money, but it required a separate agreement. He confirmed this is state money, not local money. No action was taken on this item.

III. WASTE DIGESTER TASK FORCE REPORT-OUT

Dave Sevigny, 10th District Council Member, provided a brief background on the Waste Digester Task Force, which was created on November 14, 2023 to examine the feasibility of implementing a waste digester in Lexington. He recognized members of the Task Force which included Council Members, Environmental Quality & Public Works staff, and Council staff. He introduced Richard Dugas, Administrative Officer in Environmental Quality and Public Works, who provided the Task Force report-out. Dugas reviewed the timeline of work which included a thorough review of the consultant's report, meeting with consultants, and site visits. The original consultant's report brought forward three concepts to consider: a rotary drum, tunnel reactor, and Source Separated Organics – Aerated Static Pile (SSO-ASP). The Task Force ultimately decided to remove the rotary drum from potential solutions and moved forward

with a focus on SSO-ASP composting. Addressing contamination rates is key to having a successful composting program and contamination rates for Lexington-Fayette County are above the national average. Four recommendations were reviewed with developing and implementing a recycling and yard waste contamination plan identified as the priority. Current costs include $75,000 to develop the recycling and yard waste reduction plan. It is important to note a strong educational program is necessary to reduce contamination. Environmental Quality & Public Works staff will update the committee every six months beginning in the summer of 2025 and will continue these updates until implementation is complete.

Motion by Sevigny to Approve the Waste Digester Task Force Report-Out recommendations as presented to the committee and included in the committee packet. Seconded by Gray. Motion passed without dissent.

IV. REVIEW OF RECYCLING PRACTICES

Richard Dugas, Administrative Officer in Environmental Quality and Public Works, presented the annual Review of Recycling Practices, beginning with a review of items we currently accept. Our public information group continues to improve ways to communicate with the public. Grants continue to provide ways for us to fund recycling practices. He reviewed materials collected in 2020, noting that curbside paper collection was suspended in 2019. He discussed facility upgrades that took place in 2022. The current baler is 12 years old and has reached the end of its lifespan. A new baler was purchased and will be installed later this month (December 2024) and during this time, we will not accept recycling. During this shutdown, the roof over the material drop area will be replaced, repairs will be made to the loading dock, and the remaining sorting equipment will be cleaned and maintained. No action was taken on this item.

V. COMMITTEE REFERRALS

No action was taken on this item.

The meeting adjourned at 2:05 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0355-22

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

Title:

Notes:

Sponsors: **Enactment Date:**

Deed #: **Hearing Date:**

Drafter: **Effective Date:**

History of Legislative File

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

Text of Legislative File 0355-22

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0085-25

File ID:	0085-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	025-2025	**In Control:**	Urban County Council
				File Created:	01/17/2025
File Name:	Veterans Park Parking and Trail Design			**Final Action:**	02/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with TSW, Inc., for Parking and Trail Design at Veterans Park, at a cost not to exceed the sum of $84,500. [Div. of Parks and Recreation, Conrad]

Notes: In office 2/10/2025. MS
SAF in CCO, 2 copies given back to Sam Futia in Parks. 2.25.25 AA

Sponsors:		**Enactment Date:**	02/20/2025
Attachments:	RFP#57-2024-Blue Sheet memo Veterans Park Parking and Trail Design - Signed Corrected, Veterans Park Parking and Trail Design Purchase of Service Agreement - Corrected, Veterans Park Parking and Trail Design Purchase of Service Agreement - Exhibit A, Veterans Park Parking and Trail Design Purchase of Service Agreement - Exhibit B, RESO 0085-25 TSW, Inc. 4921-2999-8102 v.1.docx, R-063-2025, Contracts #025-2025	**Enactment Number:**	R-063-2025
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/20/2025	Approved				Pass

Text of Legislative File 0085-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

a Purchase of Service Agreement with TSW, Inc., for Parking and Trail Design at Veterans Park, at a cost not to exceed the sum of $84,500. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to approve RFP#57-2024 Veterans Park Parking and Trail Design award to TSW, Inc. for $84,500. Funds are Budgeted. (L0085-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-71299

This Fiscal Year Impact: $84,500

Annual Impact:

Project: DISTRICT04_2024

Activity: COUNCIL

Budget Reference: 2024

Current Balance: $85,000

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad ayf 2/3/25
Monica Conrad, Director Parks and Recreation

DATE: January 17, 2025

SUBJECT: RFP#57-2024 Veterans Parking professional services agreement

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Request:

Request Council Authorization of a professional services agreement with TSW, Inc. for parking and trail design at Veterans Park.

Purpose:

TSW, Inc. submitted the selected proposal in response to RFP#57-2024 Veterans Park Parking and Trail Design.

Budgetary Implication:

The fee for the proposed services is $84,500.

Are the funds budgeted?

Yes, funds for this project are available in the following accounts:

DISTRICT04_2024/COUNCIL	1105-707602-7221-71299 site 796	budget ref 2024	$84,500

File Number:

Director/Commissioner: Monica Conrad/Chris Ford

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 22nd day of January 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW, a Kentucky corporation, ("Organization") with offices located at 110 West Vine Street, Suite 300, Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on March 1, 2025 and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP #57-2024
b. Exhibit "B" – Consultant Proposal

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – LFUCG RFP #57-2024 for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Eighty Four Thousand, Five Hundred dollars ($84,500) for the performance of the Services. Such payments shall be made monthly after project deliverables have been completed, as outlined in Exhibit "A." The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 57-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

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

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

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

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

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

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

For Organization:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
110 West Vine Street, Suite 300
Lexington, KY 40507

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Parks and Recreation, Tim Joice

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

21. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

ENTITY TUNNELL SHANGLOR ASSOC. INC
DBA TSW

BY: BRYAN BAYS, PRINCIPAL

_____

ATTEST:
Nida Abdel-Aziz

WITNESS: Nada Abdel-Aziz

DATE: JAN 29, 2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #57-2024 Veterans Park Parking and Trail Design** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **December 10, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

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

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

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:
1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

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

_____ _____

Signature Date

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Professional qualifications and experience of the team with engineering services throughout the design and construction phases. 30%
2. Demonstrated understanding of the project requirements including past experience with similar projects. 25%
3. Capacity of the team to perform the work within the time limitations illustrated by the current volume of work in progress. 15%
4. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 5%
5. Degree of local employment provided by person or firm. 5%
6. Estimated cost of services 20%

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Request for Proposals
Design Services for Parking and Trail Design

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation is seeking proposals from consultants who are expertly qualified in the performance of professional design services relating to analysis, design, engineering, permitting, and construction of parking and trail connections. The site for the design services is Veterans Park, 650 Southpoint Dr, Lexington KY,40515.

PROJECT BACKGROUND

Veterans Park is a Community Park on the southeast side of Lexington. The park is host to Little League and Babe Ruth baseball leagues, a disc golf course, mountain biking trails, shared-use trails, a playground area, and multiple veteran memorials. At times of high use, parking near the Little League fields is insufficient. Additionally, the park needs a new pedestrian connection from Southpoint Dr to the internal park trail network. The purpose of these services is to assess current conditions and perform full design services for new parking and trail connections for the Lexington Division of Parks and Recreation at Veteran's Park along the entrance at St. Elias Ln and Southpoint Dr.

The project combines a need for additional parking and safe pedestrian connections from internal park trails to the surrounding neighborhood sidewalk, despite challenges related to elevation change, shallow bedrock, existing structures (e.g., retaining walls), and FEMA floodplain.

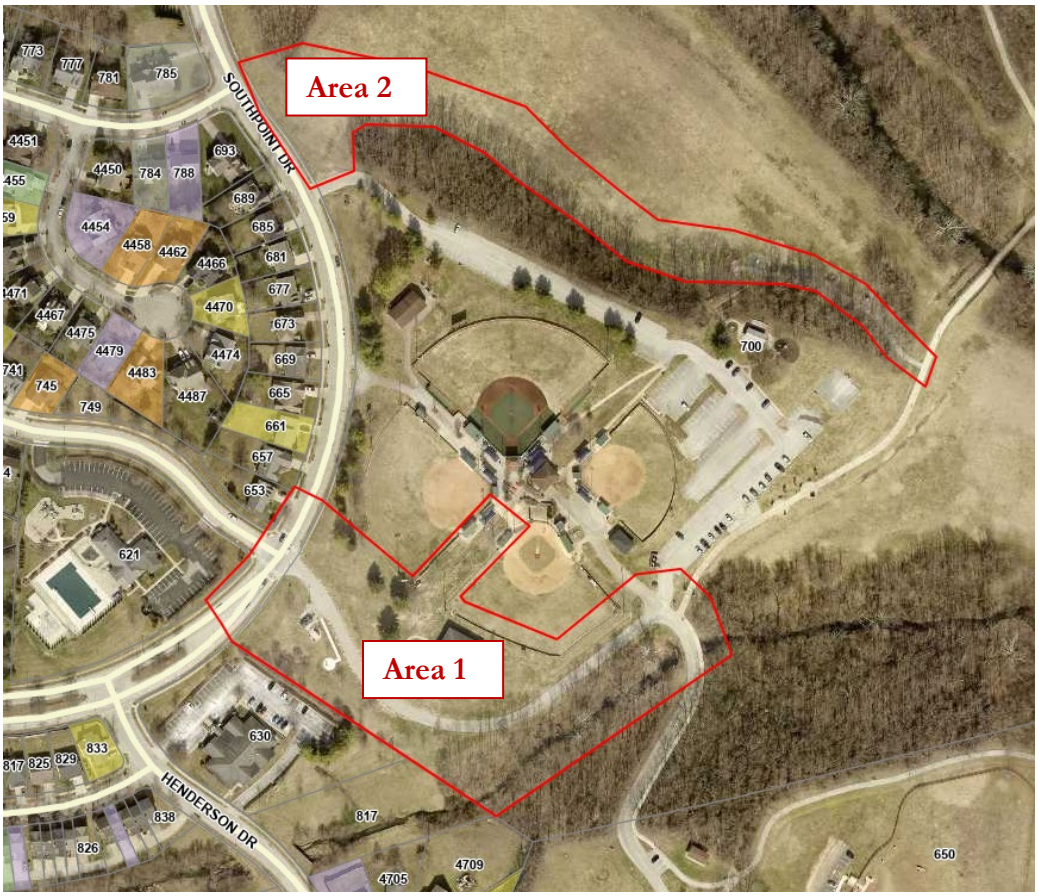
PROJECT SCOPE

Phase I

I. Site Plan

Topographic Survey

The Owner will furnish to the consultant a topographic survey with existing site conditions, which will cover the following two Areas of Interest



Site Analysis and Parking Audit

An audit of all parking within the park is necessary to determine whether the required minimum is being supplied and if they are well-distributed for the park amenities. This includes ADA spaces and distribution of those spaces.

Geotechnical Investigation

Area 1 is known to have shallow bedrock. A geotechnical analysis will be necessary to assess appropriate parking and trail layouts that maximize the amount of parking spaces and require the least possible cost for excavation. Consultant will recommend specific areas for a Geotechnical Investigation based on site design preferences. Owner will fund Geotechnical Investigation separately and furnish the findings to the Consultant.

II. Conceptual Design

1. The Conceptual Design should utilize the parking audit to determine whether the park has sufficient parking. If the park is short on parking, the Conceptual Design should make a recommendation for a location for additional parking.
2. The Conceptual Design should identify the most appropriate alignments for pedestrian pathway connections based on the following criteria

a) In Area 1: Trail Option 1 to include new walking path or shared-use trail connection from Southpoint Lane along the entrance road to the stop sign below the baseball fields and existing parking
b) In Area 2: Trail Option 2 to include a new shared-use trail connection from Southpoint Ln along/adjacent to the current multi-use field space to connect to the existing trail by the play elements. The existing trail may also need to be widened to be at least 12 feet wide to match the proposed new trail.

3. The Conceptual Design Phase will include at least one meeting with the Owner to address any specific concerns or issues with proposed concepts.

III. Schematic Plans and Cost Estimate

The Schematic plan is expected to include:

a) A new parking area(s) with ADA accessibility and path of travel and with sufficient stormwater management while managing floodplain impacts. Recommend any necessary repair or replacement of existing retaining wall below baseball field in conjunction with new wall alignment to accommodate parking design. Include cost estimates.
b) Trail Option 1 with cost estimate.
c) Trail Option 2 with cost estimate.

The Schematic Design process will include a community engagement meeting that will provide more detail than the conceptual design.

Phase II

IV. Add-ons:

1. **Community Engagement**
   Provided the Schematic Plan and cost estimates indicate a feasible design for moving forward, Consultant will work with Owner to host a community engagement meeting with stakeholders and/or interested members of the public.
2. **Construction Documents**
   The Consultant shall develop detailed construction documents including drawings, details, sections, general notes and all appropriate technical specifications so that the project can be bid. Work in this phase shall include meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid. All technical specifications shall be provided by the Consultant. The Consultant is expected to attend the pre-bid meeting, assist the Owner in responding to questions during bidding and help evaluate the bids received.

DELIVERABLES

1. The Consultant shall provide digital (.dwg) files with schematics over topographic survey.
2. The Consultant shall provide UPC cost estimates (.xlsx) associated with each project component.
3. Add-on: the Consultant shall provide one (1) full set of the construction documents in PDF format for bidding purposes and digital (.dwg) file.

MEETINGS AND MILESTONES

The Consultants shall be expected to attend meetings with Division of Parks and Recreation staff for project kick-off, initial site analysis, internal review at 50% and 100% completion of schematic design. For the second phase, community engagement at 100% schematic design, internal review meetings at 50% and 100% of construction documents. If additional meetings are requested by the Owner, compensation shall be negotiated using hourly rates submitted with the proposal.

TIMELINE

1. Project kick-off: March 1, 2025
2. Conceptual development meeting: April 1, 2025
3. Schematic Plan Meeting 1: April 15, 2025
4. Schematic Plan Meeting 2: May 1, 2025
5. Community Engagement (if applicable): May 15, 2025
6. Construction Documents and Permitting (if applicable): no later than August 1, 2025

SELECTION

Consultant will be selected based on the following criteria:

1. Professional qualifications and experience of the team with engineering services throughout the design and construction phases. 30%
2. Demonstrated understanding of the project requirements including past experience with similar projects. 25%
3. Capacity of the team to perform the work within the time limitations illustrated by the current volume of work in progress. 15%
4. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 5%
5. Degree of local employment provided by person or firm. 5%
6. Estimated cost of services 20%

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of elected officials and Urban County Government staff will evaluate the proposals.

Methods of Payments for Services of Consultant

For Basic Services.
All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is represented below.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

Consultant Services		**Lump Sum Fee**
1. Site Plan, Conceptual Design, Schematics & Cost Estimates		$
2. Community Engagement		
3. Construction Documents		
	50% Completion	$
	100% Completion	$
3. Permit Application Preparation		$
		Total

Unit Pricing

a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and

vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

c. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0%.

TITLE/SKILL LEVEL	**HOURLY RATE**

RFP: **#57-2024** / DUE: **DECEMBER 10, 2024**

Lexington-Fayette Urban County Government

Veterans Park Parking and Trail Design

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

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TSW

PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

December 9, 2024

Dear Selection Committee:

On behalf of the **Tunnell-Spangler-Walsh & Associates, Inc. (TSW) Team**, it is our pleasure to submit the enclosed proposal to Lexington-Fayette Urban County Government for the Design Services for Parking and Trails that will assess current conditions and perform full design services for new parking and trail connections for the Lexington Division of Parks and Recreation at Veteran's Park. We appreciate the opportunity to submit on this effort and believe that our team has the proven analytical, visioning, community engagement, design, and implementation experience needed to perform a parking audit, assess current facilities, work with stakeholders and the community to define goals and priorities, and create a conceptual design that meets the needs of the community, while staying within a reasonable budget for LFUCG. For this effort, we are teaming with **HMB Professional Engineers** for transportation and civil engineering and **Athena Engineering and Environmental** for geotechnical expertise.

TSW's team lead, Samantha Castro, brings a unique perspective to the project living adjacent to, and often frequenting Veterans Park, and having a child that plays baseball in the Southeastern Little League. Our Team understands how many unique users of the park there, the draw Veterans has for much of Fayette and Jessamine County, and how those different needs weigh on park infrastructure. This project is the continuation of an effort to steadily improve the park, be it through watershed improvements, enhancements to trails, increases in native plantings, and the latest addition of the popular dog park.

The TSW Team, led by landscape architects and planners, and supported by engineers, takes a systems approach to planning and analysis that considers environmental conditions, cultural resources, user experience and needs, and landscape solutions into a system-wide plan. Our solutions are community based, creative, cost conscious, and sustainable. Our project examples try to highlight unique elements that have a direct correlation to this project. For instance, the East Roswell Park renovation that is currently under construction, included ADA accessibility updates to existing facilities, parking expansion, and trail access.

As the leader of our Lexington, Kentucky office, Samantha Castro will be the main contact for this effort. Please do not hesitate to contact me or Samantha if you have any questions.

Sincerely,

Bryan Bays, Principal

Direct: 470.751.2421
Email: bbays@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

SECTION 1:

TSW Team Overview

The **Tunnell-Spangler-Walsh & Associates, Inc. (TSW) Team** has been assembled to bring expertise in parking assessment, planning, design, engineering, and sustainability of trail design and accessibility, and stakeholder engagement. The team will be managed by TSW, which will guide the update with analysis, land planning, trail design, stakeholder engagement, policy recommendations, and implementation and management strategies. For this effort, we are teaming with **HMB Professional Engineers** for parking analysis, and civil engineering, and **Athena Engineering and Environmental LLC** for geotechnical expertise.

Tunnell-Spangler-Walsh & Associates, Inc. (TSW)

TSW is a full-service planning, architecture, and landscape architecture firm of talented professionals who work collaboratively to provide our clients with extraordinary designs for communities, buildings, and greenspaces. We were founded in Atlanta, Georgia, as a corporation in 1990. With approximately 48 full-time employees in our Atlanta headquarters and offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our boutique-sized offices allow our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

For more than 30 years, we have been proud to create award-winning plans that embody the principles of livable communities: walkability, sense of place, compelling public spaces, human-scaled buildings, and connectivity. TSW is proud of our experience in planning, designing, and redeveloping great parks, trails, and public spaces through planning studies, community engagement, design, and implementation efforts. This broad experience has given us a thorough understanding of balancing innovative ideas with realistic budgets and timelines.

TSW's personnel includes 48 full-time employees, several of whom work in multiple studios. Our staff members include: 24 planners (15 with AICP accreditation), 13 registered landscape architects, 5 landscape designers, 4 registered architects, 9 project architect designers, 8 LEED Accredited Professionals, and 2 administrative employees.

TSW Contact Information

Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300, Lexington, KY 40507
Phone: 859.317.5585 / Email: scastro@tsw-design.com
Web: www.tsw-design.com

HMB Professional Engineers

HMB Professional Engineers, Inc. is a multi-disciplinary civil engineering firm founded and headquartered in Frankfort, KY. For six decades, HMB has partnered with public and private sector clients in the planning, design, construction and maintenance of all manner of public infrastructure projects throughout Kentucky, Tennessee, Indiana, Alabama and Florida. HMB brings diverse expertise to each project in order to meet the needs, and exceed the expectations, of our clients.

With nearly 95 professionals on staff specializing in transportation design and planning, public utilities, water resources, environmental services, right-of-way acquisition, surveying, traffic, stream restoration and other related services, there are no projects that are outside HMB's capabilities through in-house expertise and decades of relationships within the infrastructure development community.

HMB Professional Engineers Contact Information

Bradford Johnson, PE, Planning Principal-in-Charge
3 HMB Circle, Frankfort, KY 40601
Phone: 502.695.9800 / Email: bcjohnson@hmbpe.com
Web: www.hmbpe.com

Athena Engineering & Environmental, LLC

Athena Engineering & Environmental, LLC (Athena) is an SBA-certified woman-owned small business (WOSB) with capabilities most sought after in a premier teaming partner—geotechnical, environmental, water resources, ecological, surveying, value engineering and expert technical review services. They provide outstanding solutions through rewarding partnerships with firms and professionals who share their dedication to the success of their clients, their community, and their employees. Established in 1997 as KS Ware and Associates, LLC with a fresh re-brand as Athena in 2022, Athena's accomplished staff of geotechnical, environmental, structural, and hydraulic/hydrologic engineers; geologists; surveyors; and technicians/analysts serve clients nationwide from offices in Bowling Green, Kentucky and Nashville, Tennessee (Headquarters).

Athena is prequalified with KYTC as a Disadvantaged Business Enterprise (DBE) for Geotechnical Drilling, Engineering, and Laboratory Testing. Their Kentucky engineering registration number is 1983. They also have a status of A-Active Good with the Commonwealth of Kentucky Secretary of State (ID #0606259), and are on LFUCG's Certified Small Business and WBE List.

Athena provides geotechnical expertise and services to deliver practical and value-added innovations, integrating client needs with cost-efficient solutions. Athena has experience in virtually every combination of rock, soil, and water conditions to successfully offer technically-sound solutions to complex project challenges. They have encountered a diverse range of geologic settings and subsurface conditions, enhancing the complexity and adaptability of the firm's expertise. Athena successfully addresses various geotechnical problems with a range of solutions, including simple cut-and-fill slope designs with settlement analysis, foundation analysis and evaluation, pavement system evaluation and design, and engineering geology.

Athena's sister company Athena Drilling, LLC is a women-owned small business established in 2022. Athena Drilling currently owns a Geoprobe 7822DT capable of collecting soil samples for geotechnical and environmental investigations via hollow stem augering/mud rotary, wireline rock coring, and direct push methods to depths more than 100 feet. The rig is equipped with an SPT autohammer, 4-speed head, dual winch lines, and CPT valve. Additional available equipment includes a mini-excavator and dozer.

Athena's Kentucky Office Location:
350 Cal Batsel Road, Bowling Green, KY 42101

Athena Engineering Contact Information

Julie Oliphant, PE, President
350 Cal Batsel Road, Bowling Green, KY 42101
Phone: 615.775.4423 / Email: joliphant@AthenaEE.com
Web: www.AthenaEE.com

SECTION 2:

Key Personnel

TSW Team Organizational Chart

TSW TEAM PROJECT MANAGEMENT:
Principal-in-Charge: **Bryan Bays**
Project Manager: **Samantha Castro**

COMMUNITY ENGAGEMENT

Samantha Castro
Bryan Bays
Lindsay Walker
Kristan Curry
Eloisa De Leon

PARKING ANALYSIS

Brad Johnson
Kristan Curry
Lindsay Walker
Casey Kaucher
Peyton Peterson

TRAIL DESIGN

Bryan Bays
Samantha Castro
Peyton Peterson
Eloisa De Leon
Bradford Johnson
Lora Boller

GEOTECHNICAL

Dusty Barrett
Jackson Daugherty

PERMITTING

Brad Johnson
Michael Leathers

FINAL PLAN + SUPPORTING MATERIALS

Samantha Castro
Bryan Bays
Payton Peterson
Eloisa De Leon
Kristan Curry

TSW Team Commitment

TSW has a stringent policy about only pursuing work that we have available staff for to ensure a detailed, implementation-based planning process that stays on time and on budget. At the conclusion of contract negotiations, our team is committed and ready to commence work immediately. The TSW Team has reviewed staff workloads for the estimated timeframe for this project. The staff members that are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member does need to be replaced because of unforeseen circumstances, Lexington-Fayette Urban County Government will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience. Below are estimated, minimum percentages of time for each key personnel.

TSW

▪ Bryan Bays, Principal-in-Charge / Landscape Architect	25-30%
▪ Samantha Castro, Project Manager / Community Engagement	60-65%
▪ Peyton Peterson, Landscape Architect	30-35%
▪ Eloisa De Leon, Landscape Designer	60-65%

HMB Professional Engineers

▪ Bradford Johnson, Senior Transportation Planner	20-25%
▪ Kristan Curry, Local Programs Manager	35-40%
▪ Lindsay Walker, Traffic Forecasting	20-25%
▪ Lora Boller, Structures	20-25%
▪ Casey Kaucher, Traffic Impact	15-20%
▪ Michael Leathers, Environmental Lead	15-20%

Athena Engineering and Environmental

▪ Dusty Barrett, PE, PMP, Geotechnical Engineer	25-30%
▪ Jackson Daugherty, PE, PMP, Geotechnical Engineer	60-65%

Bryan Bays, PLA

Principal / Landscape Architecture Practice Leader

Bryan is a Principal Landscape Architect at TSW, where he leads the firm's landscape architecture practice. Bryan is a hands-on design leader who guides projects from conceptual planning through to construction. He has successfully managed multidisciplinary teams on projects ranging from $1 million to $15 million in construction cost, consistently delivering innovative, sustainable, and accessible public spaces.

Bryan's design approach is deeply rooted in understanding the context, community, and natural environment of each project. He creates landscapes that balance aesthetic appeal, functional need, and environmental stewardship while navigating the complexities of budget and funding constraints. His work focuses on the seamless integration of green infrastructure solutions—such as stormwater management, habitat restoration, and sustainable plantings—ensuring that spaces not only meet the needs of users but also contribute to broader ecological health.

A strong advocate for universal accessibility, Bryan strives to create inclusive spaces that are welcoming to all users, regardless of age, ability, or background. His leadership ensures that every project prioritizes both environmental sustainability and equitable access, fostering vibrant, resilient communities.

Education:
1998 Bachelor of Science in Landscape Architecture, Purdue University

Professional Status:
- Professional Landscape Architect: AL, AR, GA, IN, NC, OK, KY

Professional Affiliations:
- American Society of Landscape Architects

Awards:
- 2012 CTRMA + TXDOT Green Mobility Challenge, First Place
- 2011 AIA (GA Chapter) Citation Design Award, Atlanta Botanical Garden
- 2009 ULI (Atlanta Chapter), Atlanta Botanical Garden
- 2007 Hardscape North America, Commercial Project, Ave Maria University and Town Center

Work Experience:

Prior to joining TSW in 2013, Bryan worked at EDAW and then AECOM as a Landscape Architect and Practice Leader, and now serves as TSW's Director of Landscape Architecture.

Representative Projects:

East Roswell Park (Roswell, GA) - Lead Landscape Architect for renovation of an existing park facilities for ADA improvements, trail extension, parking expansion, and addition of a dog park.

Capital Cascades Trail and Parks (Tallahassee, FL) - Lead Landscape Architect for development of a multi mile trail extension of the Capital Cascades trail including storm water LID improvements, park development, and other various enhancements. v

Stockbridge On-Call A/E Services (Stockbridge, GA) - Project Manager and Lead Landscape Architect for various municipal projects, including schematic design of 3 community parks and a new Amphitheater.

City of Stockbridge Amphitheater (Stockbridge, GA) - Landscape Architect for the municipal amphitheater that will seat 3,000 people for concerts and events. The project includes a two-story building to house the stage and green room and additional buildings for tickets/will call, restrooms, and concessions.

Gwinnett County Parks & Rec On-Demand Landscape Architects (Gwinnett County, GA) - Project Manager and Lead Designer for Gwinnett County Park & Rec On-Demand Landscape Architects contract. Recent projects have included design services for George Pierce Park, McDaniels Park Commerce Avenue, Sweetwater Creek Greenway, Club Drive Park, and Gwinnett Environmental Heritage Center.

Samantha Castro, AICP, LEED ND

Lexington Office Lead / Project Manager / Community Planner

Samantha recently joined TSW as a Senior Associate in the Planning Studio. She brings more than 18 years of experience as a planner and urban designer in the public and private sectors. She enjoys working with the community, soliciting input on large-scale master planning efforts to small area plans. Samantha has served as an Adjunct Professor for the Community Design and Engagement Studio at the University of Kentucky since 2018.

Education:
2005 Master of Landscape Architecture and Regional Planning University of Pennsylvania

2002 Bachelor of Arts with dual major in Art History and French Wellesley College

Professional Status:
- American Institute of Certified Planners
- LEED Accredited Professional Neighborhood Development

Professional Affiliations:
- APA / Kentucky Chapter Executive Committee Member
- ULI - Kentucky

Awards:
- 2021 APA Kentucky Outstanding Public Engagement: City of Lexington's Division of Planning "Mornings with Planning" Webinar Series

Work Experience:

Prior to joining TSW, Samantha was a Senior Planner for Lexington-Fayette Urban County Government and a Planner/Urban Designer at Lord Aeck Sargent, AECOM, and EDAW.

Representative Projects:

Urban Growth Management Master Plan (Lexington, KY) - Project Manager and Land Use Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Lexington Complete Streets (Lexington, KY) - Local planning consultant for an update and better integration of existing LFUCG street design standards including the LFUCG Roadway Manual, Subdivision Regulations, and Neighborhood Traffic Management Program Guide to create a comprehensive Complete Streets Design Manual with standards that align with current Complete Streets best-practices.

Imagine Lexington Comprehensive Plan* (Lexington, KY) - Senior Long Range Planner for the Lexington-Fayette Urban County Government's 2018 and 2023 Comprehensive Plans. Related work included county-wide community engagement efforts, authorship of the Comprehensive Plan itself, and subsequent implementation of policy and regulation changes, and related plans and studies.

Public Engagement Toolkit Handbook* (Lexington, KY) - Project Manager and Senior Long Range Planner to develop the Public Engagement Toolkit that offers developers guidance and tips for success, while simultaneously empowering Lexington residents to: understand the development review process; know where to find information about proposed developments; and recognize appropriate stages in the process to provide input.

Imagine New Circle Road* (Lexington, KY) - Project Manager for a land use and transportation study of one of Lexington's major corridors. Bringing together residents, business owners, policymakers, and other community members to propose transportation and streetscape improvements, new housing and development opportunities, and ways to support existing and new businesses.

*Work completed prior to joining TSW.

Peyton Peterson, PLA

Senior Associate / Landscape Architect
Landscape Architecture Studio Manager

Peyton's portfolio spans the public and private sectors across the Southeast, with a focus on understanding each project's unique context—connecting people to a place's history, narrative, and native ecologies. He takes a collaborative approach, working closely with clients, stakeholders, and team members to achieve programmatic goals. His iterative design process, informed by past experiences and a focus on innovation, ensures each project meets its needs and creates lasting impact. Peyton's current learning centers on blue-green infrastructure, informal play spaces, and pollinator gardens.

Education:
2015 Master of Landscape Architecture, University of Georgia

2010 Bachelor of Science in Horticulture - Landscape Design North Carolina State University

Professional Status:
- Professional Landscape Architect: NC
- Georgia Certified Plant Professional

Professional Affiliations:
- ASLA
- City of Atlanta Tree Conservation Committee

Awards:
- 2024 TravelBlazers Award - Douglasville Town Green - GA Association of Covention & Visitors
- 2020 Great Place Award - Powder Springs Town Green - Atlanta Regional Commission

TSW

Representative Projects:

East Roswell Park (Roswell, GA): Design Lead for an existing park renovation, focusing on six key areas: a dog park, a new entrance and parking lot for an arts center, two playgrounds with pavilions, ADA-compliant parking at multi-use fields, and the extension of a multi-use trail. Led improvements that prioritized ADA accessibility, equitable design standards, and stormwater management upgrades to meet modern code requirements.

Banty Jones Park (Rome, GA): Landscape Architect for the complete renovation of a 5.25-acre park in an underserved community. Designed inclusive, accessible, and equitable play spaces, including a splash pad, separate play areas for ages 2-5 and 5+, and an active lawn. Developed community gathering areas with a stage, pavilions, and grilling zones. Incorporated all-native plantings and stormwater management improvements to enhance sustainability and ecological value. Led community branding and wayfinding improvements throughout the park, creating cohesive signage and design elements that reflect the local identity and enhance user experience.

George Pierce Park (Gwinnett County, GA): Design lead for an existing park expansion. New elements featured a universally accessible playground with seven unique play structures, including a two-story lookout tower with slides and climbing nets. Utilized a permeable rubber tile surfacing by sofSURFACES to promote stormwater infiltration, fall safety, and vibrant color coordination. The project also includes an accessible nature loop trail, designed with careful attention to minimize environmental impact while maintaining slopes under 5%. Low timber retaining walls preserved mature trees, and reforestation efforts, including the planting of 460 native trees, ensured a seamless integration with the surrounding landscape.

Sweetwater Creek Greenway and Club Drive Park (Gwinnett County, GA): Project Manager overseeing full landscape architecture services for Sweetwater Creek Greenway Phase I and Club Drive Park Phase II design and implementation. Led the project from initial fieldwork and base mapping to design development, including trail alignment, parcel crossing design, wetland delineation, and cost estimation.

Cherokee County Parks & Trails Southwest Area Plan (Cherokee County, GA): Landscape Designer for the development of a parks and trails master plan for the southwest region of the county, focusing on underutilized County-owned or leased parcels. The plan aimed to create new recreational opportunities and establish a network of arterial trails to connect the parks.

Eloisa De Leon

Landscape Designer

Eloisa De Leon, a designer in TSW's Landscape Architecture Studio of TSW, has four years of experience as a landscape designer in a variety of project settings. Eloisa is proficient in illustrative design, 3-D modeling, and AutoCAD. Eloisa has worked on numerous marketing and construction document packages.

Prior to joining TSW in 2019, Eloisa was a research assistant at Mississippi State University, doing research on water management and design of community gardens.

Education:
2020 Master of Landscape Architecture
Mississippi State University

2015 Bachelor of Science in Architectural Engineering
University of Southern Mississippi

Professional Affiliations:
- American Society of Landscape Architects

Awards:
- 2019 ASLA Honor Award, ASLA Mississippi Chapter
- 2019 ASLA Award of Excellence, Student Collaboration - Cultivating the Future: Designing and Constructing a Didactic Garden

Representative Projects:

City of Bainbridge Chason Park Expansion (Bainbridge, GA) - Landscape Designer for the development of design research, illustrative graphics, and construction documents for Chason Park, a historic park on a bluff that is in between the historic downtown district and the Flint River. The project includes five construction phases.

City of Mobile Hero Plaza (Mobile, AL) - Landscape Designer for development of design and construction documents for civic plaza area adjacent to the Mobile Convention Center that includes the design of pedestrian enhancements, including ADA ramps, vehicular drop off area, shade structure, hardscape and landscape for statue displays and interpretive panels, seating walls, fountain, and roundabout.

City of Hawkinsville Veterans Memorial Park (Hawkinsville, GA) - Landscape Designer for development of design and construction documents for public park along the Ocmulgee River and adjacent existing river walk trail that includes an event lawn, skate park, pickle ball courts, splash pad, playground area, restroom building, and dog park.

Inspire Linear Park (Pensacola, FL) - Landscape Designer for a multiple building apartment complex that includes construction documents for landscape, pool area, pickle ball courts, community garden, and dog park. Integrated sustainable hardscape and landscape designs were incorporated to meet growing demand for focus on health and natural experiences.

Decatur Tree Ordinance (Decatur, GA) - Landscape Designer for planning and design services to the City of Decatur associated with the City's ongoing updates to its tree ordinance. Extensive research and collaboration with the City of Decatur was performed to develop simple, yet informative, graphics that easily explain the purpose of the new ordinance.

Rome River Arts District (Rome, GA) – Landscape Designer for 6-acre infill project that includes a 2-acre public park, large interior food hall, commercial out parcels, and two multifamily buildings. Streetscapes consist of commercial store fronts and integrated landscape design to enhance, but not block, the building and provide pedestrian comfort. The streetscape continues into the project, connecting the interior River Arts Park to the city. Hardscape design, cargo container village, and beer garden with food trucks activate the 2-acre park with multifamily development looking over the attractions.

Brad Johnson, PE

Brad has worked at HMB Professional Engineers seven years and has over 23 years experience as a traffic engineer and transportation planner. He currently serves as the Principal-in-Charge for HMB's Planning Division, based in Lexington, and manages a variety of planning and traffic engineering projects.

Brad's background in planning and traffic engineering includes multiple Lexington projects, including the **University of Kentucky On-Call Traffic Contract, UK Medical Center Traffic and Parking Study, South Limestone Multimodal Transportation Study**, **Alumni Drive Design**, and **East End Small Area Plan**.

Related Experience

Distillery Parking and Access Study
Working for a Kentucky distillery, HMB conducted a parking study to assess their future parking needs in order to address increasing tourism. Changes to access, internal circulation, and pedestrian safety within their campus was also analyzed. Alternatives were developed and recommendations made in a concepts report. Brad managed the project, coordinated the data collection, and developed the report.

Downtown Richmond Parking Study
Richmond, Kentucky
Working for the City of Richmond, HMB developed conducted a parking study of downtown to determine parking supply and demand and make recommendations to improve parking conditions. Brad managed the project, coordinated the data collection, and developed the recommendations.

Flemingsburg-Fleming County Recreational Park Conceptual Trail Design
Fleming County, Kentucky
Working for the Fleming County Fiscal Court, HMB developed a conceptual design for a trail extension. Three alternatives were developed and presented to the Fiscal Court. A preferred alternative was selected and a detailed cost estimate was developed along with 3D graphics that were used in a grant funding application. Brad managed the project.

University of Kentucky Engineering On-Call Contract
Lexington, Kentucky
Brad served as project manager for several task orders including the North Campus Parking Study, Student Center Pedestrian Access Study, Transcript Garage Improvement Project, UK Master Plan Traffic Review and Leader Avenue Roadway Closure. These projects involved a variety of analysis, including data collection of autos, pedestrians and bicyclist, intersection analysis, parking analysis, signal design and preliminary design of improvement options. For several tasks, significant coordination between the University of Kentucky, LFUCG, and KYTC was required.

East End Small Area Plan
Lexington, KY
Brad served as project engineer working alongside EHI Consultants and LFUCG to develop a small area plan for the East End neighborhood. The process combined traditional neighborhood planning with new techniques of organizing the social, physical, and economic environment of the neighborhood to promote infill, diversity, economic opportunity, mixed use development, and public open space. Brad assisted with the traffic engineering and roadway design components of the study, including evaluating sidewalk conditions and bicycle connectivity.

West Loudon Avenue Multimodal Study
Lexington, Kentucky
Project engineer for a study to evaluate a portion of West Loudon Avenue for pedestrian improvements / connectivity to the YMCA, Hope Center, and Legacy Trail. Pedestrian and bicycle counts were collected to determine usage and peak periods. Using the collected data, recommendations were made for signing, crosswalks, and enhanced visibility for non-motorized users.

Professional Background

Years of Experience
25 Years Total

Education
BS | Civil Engineering
University of Kentucky

MBA | University of Kentucky

Registrations
Kentucky, PE #23991

Professional Development
KYTC Basic Traffic Engineering Design
KYTC Traffic Impact Study Training
Highway Capacity Software Training
Synchro/Sim Traffic Training
CDM Smith Internal VISSIM Training
SDITE Annual Technical Conference

Software Capabilities
Highway Capacity Software
Synchro/SimTraffic
VISSIM
TransCAD
GuideSIGN
MicroStation
ArcGIS

Kristan Curry, JD, MUEP

Kristan recently joined HMB last fall after spending the previous seven years with LFUCG. Kristan uses her skills in urban design, placemaking, public engagement, ArcGIS mapping and public speaking to impact the transformation of communities and the transportation facilities that serve them. She uses legal analysis, strategic thinking and diplomacy to encourage protection of natural resources through better design that complies with ordinances and regulations in innovative ways.

Related Experience

Lexington Fayette Urban-County Government (2015-2022)

- **Lexington Greenspace Trust, Program Coordinator:** Kristan submitted a variety of successful grant proposals for design and implementation of water quality lot improvements in underutilized neighborhood greenspaces. She testified before the Planning Commission in support of enabling ordinance revisions and coordinated annual monitoring visits to the Coldstream Park Supplemental Environmental Project. As lead staff, Kristan managed all regular public meetings, member recruitment and communication with Council Members and internal divisions, as well as neighborhood outreach and ribbon cutting ceremonies.
- **Technical Review Committee:**
  - Enforced compliance with environmental ordinances/regulations through sign-off role, consulted with development applicants, attended pre-construction meetings.
  - Employed ArcGIS and authoritative digital mapping tools in identifying environmentally sensitive areas for protection tools, including stream buffers.
- Provided legal analysis and bill tracking for KY Regular Legislative Sessions, 2017-2021; APA-KY Legislative Committee Co-Chair and Legislative Liaison to APA Also was on the event planning team for the 2019 Fall APA-KY conference.
- Served on KY League of Cities Board of Directors; Past KAEE Ambassador.
- Led public stakeholder meetings for the Urban Forestry Management Plan.
- Verified public recording of greenways in preparation for dedication to LFUCG.

Curry Consulting Company - Founder and CEO (2006-2015)

Conducted title searches, primary source research and master planning activities.

Professional Background

Years of Experience

24 Years Total

Education

BA | English and History
Wake Forrest University

Juris Doctorate | College of Law
University of Kentucky

MUEP | Urban and Env. Planning,
University of Virginia

Lindsay Walker, PE, PTOE, ACIP

Traffic Forecasting

Lindsay is experienced as a group supervisor, project manager and Transportation Planner / Traffic Engineer. Her specific skills include corridor planning, traffic operations analysis, alternatives development and evaluation, public involvement, crash analysis, and traffic forecasting. Lindsay joined the HMB team in 2019 and serves as the Planning Division Manager.

Related Experience

KY 1681 (Manchester Street) Pedestrian Study
Lexington, Kentucky

This study evaluated pedestrian activity and provided potential options for safer, more user-friendly access along KY 1681 (Manchester Street) adjacent to the Distillery District entertainment area. This included evaluation and preliminary design of a new mid-block crossing. Lindsay's roles included:

- Served as Project Manager and single point of contact
- Coordinated with LFUCG, KYTC, and Distillery Business owners to determine needs, solutions, and permit requirements
- Led the improvement concept development and cost-benefit analysis
- Served as the primary document author

West Loudon Avenue Multimodal Study
Lexington, Kentucky

Project manager for a study to evaluate a portion of West Loudon Avenue for pedestrian improvements / connectivity to the YMCA, Hope Center, and Legacy Trail. Pedestrian and bicycle counts were collected to determine usage and peak periods. Using the collected data, recommendations were made for signing, crosswalks, and enhanced visibility for non-motorized users.

Bowling Green Downtown Square Improvements
Bowling Green, Kentucky

Project manager as a subconsultant to Vaughn and Melton to prepare traffic operations, safety analysis, lighting evaluation and design plans, and pedestrian signal design plans for improvements to Fountain Square Park to Circus Square Park.

Beckley Parking Study
Beckley, West Virginia

Involved with data collection, analysis efforts and final recommendations for this comprehensive evaluation of parking in downtown Beckley. Project tasks included an assessment of supply and demand for parking in the city, an evaluation of utilization and, ultimately, recommendations for ways to improve the efficiency of their current parking as well as areas where new parking was needed.

Professional Background

Years of Experience
22 Years Total

Education
BSCE | University of Kentucky

MCE | University of Kentucky

Registrations
Kentucky, PE #26121
Professional Traffic Operations Engineer, 2009
American Institute of Certified Planners

Professional Development
KYTC Project Manager's Boot Camp Xpress
KYTC Basic Traffic Engineering Design
KYTC Traffic Impact Study Training
Highway Capacity Software Training
Synchro/Sim Traffic Training
Leadership PE
Leadership ITE

Software Capabilities
Highway Capacity Software
Synchro/SimTraffic
VISSIM
TransCAD

Lora Boller, PE

Structures

Lora joined HMB in 2021 and has over 16 years design experience in structural design, bridge inspection, roadways, drainage, hydraulics, and hydrology. Lora's role as part of the structures team includes design and plan preparation as well as bridge hydraulics. She has worked on various types of structures including bridges, culverts, and retaining walls.

Related Experience

KY 1681 (Manchester Street) Pedestrian Study
Lexington, Kentucky

This study evaluated pedestrian activity and provided potential options for safer, more user-friendly access along KY 1681 (Manchester Street) adjacent to the Distillery District entertainment area. This included evaluation and preliminary design of a new mid-block crossing. Lora's role included:

- Collected existing structure information for bridge over Town Branch
- Evaluated impacts associated with conceptual sidewalk connections
- Prepared conceptual pedestrian bridge planning level cost estimates

Eastern Kentucky Flood Emergency Inspections - Letcher County, KY
HMB volunteered qualified personnel to assist with county structure inspections during the aftermath of the extreme flood event of July 2022. Lora led the inspection of 20 impassable structures on County roads to provide assessment and recommendations for temporary and permanent solutions to regaining traffic access. These recommendations were collected by KYTC to allow for rapid turnaround on structure replacements funded by FEMA and KYTC Emergency Funds.

Bridge Rehabilitation on Pennsy Trail over Grassy Creek
City of Indianapolis, IN
Inspection, analysis, and design to rehabilitate a 43' railroad bridge into a pedestrian bridge along Pennsy Trail.

KY 224 over Western Kentucky Parkway Grayson County, KY
HMB was tasked with designing a superstructure replacement and partial substructure replacement in order to widen the existing structure from two lanes to three. Lora performed design and plan review for the design of the proposed spread box beam superstructure which included phased construction.

Professional Background

Years of Experience
18 Years Total

Education
BS | Civil Engineering
Purdue University, 2005

MS | Civil Engineering
University of Kentucky, 2006

Registrations
Kentucky, PE #36347

Certifications
- FHWA-NHI-130055 Safety Inspection of Bridges (2013)
- INDOT - Bridge Inspection Team Leader, 2013, IN000411-2021-ATL-F
- OSHA 10 Hour Construction Safety and Health Course, 2012

Casey Kaucher, PE

Traffic Impact Study

Casey is a highly versatile engineer with expertise in roadway geometrics, innovative intersection design, traffic signal plans, traffic impact studies, traffic capacity analysis, evaluation for signal warrants, trip generation, forecasts, traffic modeling and safety analysis, ADA compliant design, traffic control, and preparation of construction plans and specifications. Other areas of experience include maintenance of traffic reviews, traffic sign and pavement marking design, traffic calming. And conducting non-signalized traffic studies (i.e. speed limit, multiway stop, traffic calming reports).

Related Experience

Lexington-Fayette Urban County Government (LFUCG) Traffic Engineer Manager. Casey was responsible for reviewing development plans to ensure compliance with LFUCG and applicable engineering practices and regulations. She also prepared traffic signal plans including pedestrian and vehicular detection equipment design. Other areas of experience at Traffic Engineering included maintenance of traffic reviews, traffic sign and pavement marking design, traffic calming construction, reviewing traffic impact studies, and conducting non-signalized traffic studies. Casey also worked with other internal LFUCG Divisions to review or recommend bicycle lane installations or traffic calming pavement markings on LFUCG owned collector routes, usually conducted in association with routine pavement resurfacing projects.

US 31E (Bardstown Road) Study, Jefferson County, KY, KYTC District 5. Casey is a project engineer for this ongoing study to evaluate potential traffic and safety improvements along US 31E. For this study, Casey has used the Intersection Control Evaluation procedure, a data-driven performance-based framework to screen intersection alternatives and identify an optimal solution. This includes evaluating concepts through CAP-X and SSI to evaluate traffic operations and safety function.

KY Statewide Traffic Engineering District 6, Campbell and Boone Counties, KY. Update of signal timing and coordination for KY 14 corridor and database development and implementation of conversion of over 30 controllers from 170 controllers to 2070 controllers in Newport, KY. Tasks include:

- *Base mapping*
- *Equipment inspection*
- *Existing geometry / field work*
- *Travel time data collection*
- *Turning movement counts*
- *Signal timing evaluation*
- *Evaluation of Measures of Effectiveness*
- *Implementation*

Professional Background

Years of Experience
18 Years Total

Education
BSCE, | University of Kentucky

Registrations
Kentucky, PE

Professional Development
KYTC Basic Traffic Engineering Design
KYTC Traffic Impact Study Training
ADA Sidewalk Facilities for Public Right of Way
Safe Streets Academy
Work Zone Traffic Control

Software Capabilities
Highway Capacity Software
Synchro/SimTraffic
VISSIM
MicroStation
ArcGIS

Michael Leathers, PE
Environmental Lead

Michael's 18 years at HMB has been defined by his ability to perform in a variety of different roles. After a short period doing design and construction management of airport projects, he joined HMB's remediation division and served as Project Manager for over 200 UST sites. He then became a roadway engineer, where his experience includes assisting the design manager in oversight of design for the Downtown Crossing of the Ohio River Bridges Project. In 2015, he became division manager of HMB's environmental division. He now oversees HMB's environmental projects and serves as a principle author for NEPA decision documents. This vast amount of experience has allowed Michael to become familiar with project processes and milestones, while operating as a conduit between environmental and design.

Related Experience

KYTC Statewide Environmental Services
Statewide, Kentucky
Michael has served this contract since 2015 and as Project Manager since 2019. In this time, he has contributed to over 70 assignments covering all 12 KYTC Districts. The assignments include numerous biological assessments and 404/401 permit applications, as well as baseline studies and NEPA documents. On each assignment, Michael works directly with KYTC's DEA and District staff to ensure project goals and milestones are met. Michael history in design and environmental provides him a unique understanding of the interaction between the two and how they are both crucial to the project development process.

KYTC Statewide Biology & Permitting Services
Statewide, Kentucky
With Michael serving as Project Manager, HMB was awarded the first iteration of this contract in 2021, and then selected again in 2023. Over this time, HMB has received numerous assignments for 404/401 permitting activities throughout the state with varying impacts to stream and wetlands. For each assignment, Michael manages HMB's tasks, tracks the project schedules, work with the regulatory agencies, and maintained open communication with KYTC.

Brent Spence Corridor
Kenton County, Kentucky and Hamilton County, OH
HMB has played a key role in the recent biology and permitting studies for this mega project. HMB was assigned the Biological Assessment through our Statewide Environmental Services contract with KYTC. This included field studies, overseeing the mussel survey of the Ohio River, and writing of the report. Michael managed this assignment, worked closely with KYTC and the diving team, and contributing to the writing of the BA. Then, through a contract with ODOT, HMB delineated stream and wetland impacts for the project and wrote a summary of impacts for the environmental document. Michael managed this project as well and continues helping KYTC in their coordination with the regulatory agencies.

Mountain Parkway Expansion
HMB is a key member of the General Engineering Consultant (GEC) team responsible for the upgrade and expansion of over 46 miles of the existing Mountain Parkway. As part of this GEC, HMB has prepared Biological Assessments and 404/401 permit applications for numerous sections along the corridor. Michael oversaw the development of these BA's and permits and performed the necessary coordination with the GEC team, KYTC, and regulatory agencies. Michael also prepared and submitted the required Notice of Intent (NOI) information for coverage under KPDES permit.

Professional Background

Years of Experience
18 Years Total

Education
MBA | Campbellsville University | 2008
BSCE | UK| 2005

Registrations
PE | KY #27053

KEY SKILLS
Project Management
Design and Environmental Coordination
Environmental Processes
Permitting
Scheduling
ArcGIS

Dusty Barrett, PE, PMP
Geotechnical Engineer

Experience
17 Years of Experience
2 Years with Athena

Education
MS, Civil Engineering, University of Kentucky, 2007
BS, Civil Engineering, University of Kentucky, 2006

Professional Registration
PE in KY (#27941), AL, IN, MA, MO, OK, SC, VA, WV, WY, NCEES Record

Training and Certifications
Project Management Professional (PMP), 2018

Dusty has served as Geotechnical Engineer for many KYTC geotechnical engineering, analysis, and laboratory testing projects throughout his career, both directly for KYTC and in support of other architectural and engineering firms' site development projects. His duties include preparation of boring plans and fee proposals, negotiations for roadway and structure geotechnical explorations, review of field boring logs, submittal of lab testing and engineering analyses plans, review of lab data and subsurface data sheets, oversight and review of engineering analyses and reports, and preparation of pay estimates. Dusty has project experience with pavement analysis and design, slope stability analysis of critical cut and embankment cross-sections, foundation design based on skin friction and end bearing of terminating pile depth layers, calculation of nominal bearing resistance for spread footings on bedrock, wave equation drivability analyses of piles, estimation of negative skin friction forces, settlement and time rate of settlement calculations and preparation of geotechnical reports.

Yates Elementary, Fayette County, KY
Geotechnical Engineer for field operations for the geotechnical investigation for three proposed additions. The initial scope included conducting a building survey due to poor structure performance. A comprehensive survey included accessing utility tunnels, crawl spaces, basements and a walk through of the entire building including the exterior. Review of original construction plans in conjunction with the building survey revealed both shallow and deep foundations which likely resulted in differential settlement. Mr. Barrett drafted the geotechnical report with detailed foundation recommendations for each addition.

Jessamine County Water Tank, Nicholasville, KY
Geotechnical Engineer for a 1,000,000-gallon elevated tank in Nicholasville, KY. Mr. Barrett performed the day-to-day field work including boring layout, mobilization, soil test borings and rock coring. Mr. Barrett developed a comprehensive lab plan to obtain a thorough overview of the soil types and conditions prior to specifying lab tests. He completed the geotechnical report for the project which included detailed recommendations for drilled shafts and design parameters consisting of allowable end bearing capacities and skin friction values. Mr. Barrett authored the geotechnical report for this project.

Nicholas Street, Hardin County, KY
Geotechnical Engineer for project involving extensive soft soils that required mitigation. Some soils were undercut and replaced with engineered fill while others were stabilized in place using a layer of crushed aggregate. Mr. Barrett managed the field technicians who tested soil compaction using proof-rolls and nuclear density gages. The technicians also monitored and tested placement of asphalt and aggregate base as well as observing pile installation. Concrete testing was also performed for the bridge over Freeman Creek along with observation of steel reinforcement installation prior to concrete placement.

Elizabethtown Sports Park, Hardin County, KY
Geotechnical Engineer for the day-to-day field work including boring layout, mobilization, soil test borings and rock coring. Mr. Barrett developed a comprehensive lab plan to obtain a thorough overview of the soil types and conditions prior to specifying lab tests. He completed the geotechnical report for the project which included general recommendations for the future site development and construction process as well as recommendations for the roadway and bridge construction.

Glasgow Outer Loop, Barren County, KY
Geotechnical Engineer for three bridge structures. Responsibilities included the approach embankment analysis, pile drivability analysis, and the preparation of the geotechnical reports for all bridges. He also completed all KYTC forms for the project. Mr. Barrett also oversaw the execution of the drilling in accordance with the approved boring plan.

Trojan Trail Design/Build, Barren County, KY
Geotechnical Engineer for widening of bridges crossing Beaver Creek. Once construction started, he managed and completed field work which included density testing of fill, aggregate base and asphalt. He also tested concrete for the two bridges. He observed the placement of precast concrete box beams for conformance to the project plans and specifications with specific detail on the cushions and bolting. He reviewed and provided recommendations for the remediation of a sinkhole that dropped out during construction.

ATHENA engineering environmental

Experience
10 Years of Experience
2 Year with Athena

Education
BS, Civil Engineering, Western Kentucky University, 2015

Professional Registration
PE in KY (#34963) and TN

Training and Certifications
Project Management Professional (PMP), 2018

FHWA-NHI-132082 LRFD for Highway Substructures

PSMJ Project Manager Bootcamp

KSPE Leadership PE Class of 2022

NSPE-KY Mammoth Cave Chapter Vice President

ATHENA engineering environmental

Jackson Daugherty, PE, PMP
Geotechnical Engineer

Jackson is a Geotechnical Engineer with prior experience on KYTC geotechnical engineering, analysis, and laboratory testing projects, both directly for KYTC and in support of other architectural and engineering firms' site development projects. He has also completed similar geotechnical assignments for state DOT clients in Tennessee, Indiana, and Georgia. Jackson's extensive geotechnical design experience includes shallow and deep foundation design, settlement, slope stability, lateral earth pressure, seismic design, liquefaction potential, lateral spreading, lateral squeeze, and negative skin friction. He has experience with karst remediation, chemical modification, and both rigid and flexible pavement design.

KYTC I-69 ORX, Henderson, KY
Geotechnical Engineer for preliminary design information for a drainage basin, land bridges, electrical transmission towers, and additional borings at the request of the design-build team. Seismic Piezocone Penetration Testing (SCPTu) were performed to analyze the potential for liquefaction. Laboratory testing included moisture content, soil classification (Atterberg limits, specific gravity, grain size, and hydrometer analyses), standard Proctor, California Bearing Ratio (CBR), unconfined compression (soil and rock), unconsolidated undrained, consolidated undrained, one-dimensional consolidation, loss-on-ignition and remolding for triaxial tests. Geotechnical design included MFAD design parameters for transmission tower construction and structure design information for the land bridges. Jackson completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC KY-480 Alpha Way, Bullitt County, KY
Geotechnical Engineer for R-003-2016 and S-002-2016. Jackson performed slope stability analyses of cut slopes, reviewed and discussed potential geological hazards such as acid producing shale, and provided design recommendations for stockpiling and drainage control where this material is anticipated to be exposed. He provided locations in terms of station limits for working platforms for construction, transverse benching, embankment foundation benching and perforated pipes for subgrade drainage. He performed driveability analyses using GRL WEAP to determine upper and lower energy boundaries for pile driving, practical refusal criteria, and slope protection guidance for scour at the end bents. Jackson completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC Bridging Kentucky, Statewide, KY
Geotechnical Engineer performing field assessments and drafting boring plans, laboratory plans, geotechnical reports, and invoices. Jackson performed drivability analyses, determined pile capacities for friction and end bearing piles, developed drilled shaft axial resistance tables, provided rock bearing parameters for shallow foundations, and estimated L-pile parameters. During construction, he reviewed pile driving results and estimated the capacities using the Modified Gates Equation. He completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC KY-251 Minor Widening, Hardin County, KY
Geotechnical Engineer for R-009-2017. Managed drilling services communicating with KYTC personnel during the completion of the scope of work to address unexpected field conditions. Jackson performed slope stability analyses of cut and fill slopes, reviewed and discussed potential geological hazards such as slumped sandstone and faulting, and provided design recommendations for chemical roadbed. He provided locations in terms of station limits for working platforms for construction, transverse benching, embankment foundation benching, and perforated pipes for subgrade drainage. Jackson completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC Buster Pike over Norfolk Southern Railroad, Boyle County, KY
Geotechnical Engineer for the expansion of Buster Pike Bridge over Norfolk Southern Railroad in Boyle County, KY. Jackson provided geotechnical recommendations for the design of rock bearing shallow foundations at both abutments.

SECTION 3:

Project Understanding

Project Understanding

Veterans Park, a well-loved community space in Lexington, faces several challenges that need to be addressed to improve its functionality and user experience. One of the major issues is parking, especially during games and events. People often park on the grass despite efforts to discourage it, and the prohibition of street parking along the residential side of the street has not alleviated the problem. The two western fields closest to Southpoint Drive sit significantly higher up than the other two, leading to parking issues as people avoid hauling their chairs, wagons, and families up the hill.

Connectivity within the park is another challenge. The paths in and through the ballpark do not connect in an obvious way to the sidewalks along Southpoint or to the trail system within the park. This lack of connectivity makes it confusing for park users, especially those who feel like they are parking at a baseball complex. Additionally, the park's paths do not connect well to the surrounding sidewalks and trail system, and there is a need to improve ADA accessibility.

Parking and accessibility - much of the grassy area along St. Elias (Area 1) is used as overflow parking for the baseball fields. This makes for accessibility challenges and is exacerbating issues of soil erosion between the upper and low ball fields as families routinely move between the batting cages and the ballfields..

Environmental considerations are also crucial, given the park's proximity to West Hickman Creek, which has undergone restoration. The park's low-lying field used by YMCA youth soccer teams and adult pickup leagues can often be soggy due to its proximity to the creek. Stormwater management is another concern, as the design team needs to identify existing stormwater features and assess the need for expansion based on the proposed changes.

Stakeholder engagement is essential for the success of this project, as several of the parking issues are driven by group and league activities. The design team will use small group interviews to gain a detailed understanding of the needs and challenges stakeholders face regularly.

Construction Program

- +/-2000 LF of 12' wide trail
- Parking upgrades to be determined by the parking study
- Grading and associated modifications to existing site elements

Needed point of connection from Southpoint Drive through the multi-use fields to the existing trail network.

While there is a major trailhead to the rest of Veterans Park within Area 1 there might be a perception that the parking and amenities around this area are reserved for baseball use.

SECTION 4:

Similar Experience

Recent TSW Project Experience Overview

Greenways can play a significant role in connecting communities, while also promoting healthy, recreational activity. TSW has been planning and designing greenways, trails, and park connections as part of communities for more than 30 years. Our experience includes a variety of planning and design efforts from rural Rail-with-Trail studies to urban trail development plans. Our diverse experience allows us to produce comprehensive plans that guide future connections while focusing on maintenance and user experience of existing facilities. The matrix below shows TSW's overall comprehensive planning experience for greenway, parks, and trail systems experience followed by highlighted projects and references.

TSW Relevant Experience Matrix	LED MULTIDISCIPLINARY TEAM	EXISTING CONDITIONS ANALYSIS	COMMUNITY/STAKEHOLDER ENGAGEMENT	STRATEGIC PLANNING	POLICY + ORDINANCE UPDATES	OPERATIONS/MANAGEMENT RECOMMENDATIONS	ACTION PLAN	VISIONING GRAPHICS
Atlanta BeltLine EIS Trail Design & Development	●	●	●	●	●	●	●	●
Atlanta BeltLine Unified Plan	●	●	●	●	●	●	●	●
City of Bainbridge Parks + Recreation Planning	●	●	●	●	●	●	●	●
Northeast Cherokee County Parks & Trails Plan	●	●	●	●	●	●	●	●
Southwest Cherokee County Parks & Trails Plan	●	●	●	●	●	●	●	●
City of Clarksville Riverfront and Upland Trail System	●	●	●	●		●	●	●
City of Forsyth Parks Master Plan	●	●	●	●	●	●	●	●
City of Gulf Shores Parks + Recreation Planning	●	●	●	●	●	●	●	●
Gwinnett County Parks & Recreation On-Demand Services	●	●		●		●		●
Gwinnett Place Connected	●	●	●	●	●	●	●	●
Perimeter CIDs Public Space Standards	●	●	●	●	●	●	●	
Piedmont Park North Woods Master Plan	●	●	●	●	●	●	●	●
City of Stockbridge Parks System Master Plan	●	●	●	●	●	●	●	●
Rivertown Multi-use Trail Network Plan	●	●		●	●	●	●	●
Tallahassee Capital Trails Segment 4		●	●	●	●	●	●	●
Town Center CID Creative Placemaking Master Plan	●	●	●	●	●	●	●	●

EAST ROSWELL PARK

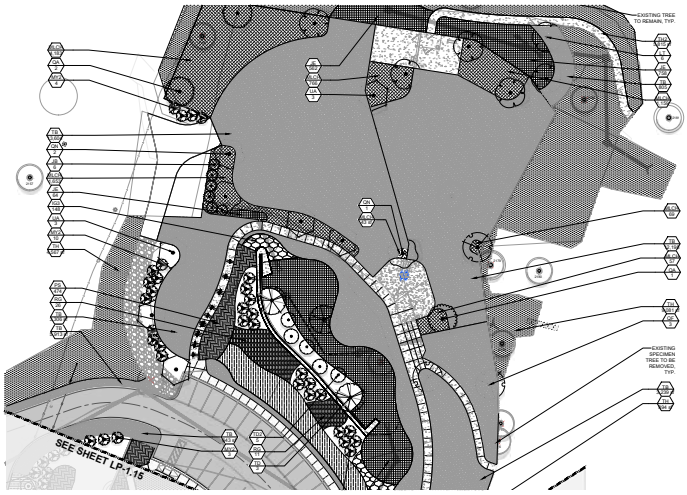
Roswell, GA

East Roswell Park, a popular 40-acre site, underwent significant renovations following an ADA assessment that identified areas for improvement. TSW was retained by the City of Roswell to lead the design and implementation of upgrades aimed at enhancing accessibility and inclusivity across the park.

Key features included the creation of a new 1-acre dog park, along with a paved entrance drive, lower parking lot, and a stormwater pond designed to meet current regulations and manage water quality and volume. The existing parking lot at the Art Center was reconfigured to include a turnaround and drop-off area, improving accessibility for parking and summer camp operations.

Additional improvements included the extension of 700 linear feet of multi-use trail to enhance park connectivity, ADA-compliant access at two pavilions, and the addition of an inclusive playground. Accessible parking and seating were also added at two multi-use fields.All new parking lots and drive aisles were designed to meet current ADA and fire accessibility codes.

During the design process, TSW provided cost estimates to coordinate with the client and ensure the project remained within budget.



Client:

Parks + Rec. Department -City of Roswell, GA

Project Status:

Under Construction

Project Highlights:

- $2.5 million dollar construction budget
- TSW Landscape Architecture served as the lead consultant for the renovation of several sites within an existing park.
- The updated design features ADA accessibility, a new dog park and storm pond, accessible parking lots, and a newly designed playground.

SW Cherokee County Parks and Trails Plan

Cherokee County, GA

TSW was retained by Cherokee County to create a park and trails area plan for the SW portion of the county. The plan is intended to address parcels owned or leased by Cherokee County and intended for use as public parks and recreation facilities along with a system of trails and bike / ped facilities around the parks. The area encompasses about 6,000 acres, with geographic boundaries of the Bartow County line on the west side, Wade Green Road on the east, the Cobb County line to the south and near Kellogg Creek Road and the U.S. Army Corps of Engineers property on the north side.

With a robust virtual public input process, TSW worked with the County and community to listen to challenges and opportunities of the sites, help develop a vision for the park sites and trails, and gathered feedback on conceptual designs. Public input activities included: Stakeholder Interviews and Focus Groups, Online Surveys for each park and recreation habits in general, a virtual Kick-off Meeting, in-person Pop-up Event paired with a virtual Design Workshop, and culminated in a Draft Plan Review Meeting and Presentation to County Boards and Commissions. All through the process, virtual engagement methods allowed residents and park users to provide place-based feedback on interactive maps with the concept plan options.

TSW developed Conceptual Plans for the parks and trail system totaling 140 acres with a variety of passive and active programming and provided a minimum of two options per site to present to the community for feedback. Following final input, TSW revised concepts into a Preferred Concept Plan for each site that included Construction Cost Estimates and a Phased Capital Improvement Program.

CLIENT:

Cherokee County, GA

Project Status:

Complete

Project Highlights:

- Conceptual master plans for 4 parks
- Trails plan to connect the parks and other destinations in the southwest portion of the county
- Hybrid engagement approach with virtual activities, meetings, and an in-person outdoor pop-up

LONG SWAMP CREEK RECREATION AREA

Located at 2015 Ball Ground Road, at the confluence of Long Swamp Creek and the Etowah River, this 24-acre park is located mostly in flood plain and has significant Native American history on the site. The master plan includes an outdoor archery range, canoe & kayak launch, primitive camping sites, trails, and picnic areas along with the necessary parking and restroom facilities to support the park.

The county has applied for a grant through the Georgia Outdoor Stewardship program managed by the GA Department of Natural Resources and expects to receive notice in fall of 2022 on the success of this application. Grant funds will be matched by Cherokee County Special Purpose Local Option Sales Tax (SPLOST) funds.

CONSTRUCTION BUDGET $1.7 Million

Above: Trails concept plan for SW Cherokee County

Yellow Creek Recreation Area

Yellow Creek Road Conservation Area & Trails will serve as a passive conservation park. The conservation area's size and drastic topography change provides various recreational and educational opportunities, and the conservation easement on the property limits what can be constructed. Public input indicated that equestrian and mountain biking trails were most desired in this location.

CONSTRUCTION BUDGET $2.8 Million

Above: Outdoor pop-up event

Woodworth Park

Intended to be both an active and passive park. Active areas will accommodate areas for play, splash pad and little league field sports. Passive elements of the park will include walking trails through the park, overlooks and a canopy walk. In the future, the site will also become the home of the Cherokee County Recreation and Community Center.

CONSTRUCTION BUDGET $1.8 Million

George Pierce Park Expansion

Gwinnett County, GA

George Pierce Park expansion is an intergenerational, universally-accessible park project. The 304-acre County Park includes a community center, sports fields, the Ivy Creek Trail, and expanses of high quality upland and lowland forest.

The centerpiece of TSW's plan for the park expansion is a universally-accessible playground embracing features that remove both the physical and social barriers to equitable play. In addition, an accessible nature loop trail was designed to traverse the rugged forest adjacent to the playground while maintaining slopes less than 5%. Design of the trail was challenging and required diligent focus before and during construction to minimize damage to the woodland floor and mature tree canopy. Prior to construction, the on-site review of the land disturbance yielded in-field changes to minimize the construction footprint. Low timber retaining walls were used to reduce grading and preserve trees allowing the path to stay tight to the existing topography and better engage the native landscape. The result is a pathway that appears as though it has been there for years. In areas where grading could not be minimized, reforestation techniques were utilized. More than 450 five-gallon trees, consisting of oaks, tulip poplars, hickories, and ironwoods were planted 6 feet on center to help quickly stitch gaps in the forest canopy.

TSW's Architecture Studio completed design and construction documents for the new restroom and pavilion building.

CLIENT:
Gwinnett County

PROJECT STATUS:
Completed in 2022

PROJECT HIGHLIGHTS:

- Full landscape architecture and architecture services for intergenerational, universally-accessible park design
- Includes playground, restrooms, pavilion, boardwalk area, and nature trail

CONSTRUCTION BUDGET $3.2 million

Sweetwater Creek Greenway & Club Drive Park: Phase II

Lawrenceville, GA

TSW was retained as part of a multi-year on-demand landscape architecture services contract to provide full landscape architecture services for the Sweetwater Creek Greenway Phase I and Club Drive Park Phase II design and implementation. Sweetwater Creek Greenway totals approximately 5.5 miles and runs along Sweetwater Creek from Bethesda Park to Club Drive Park. TSW's portion of work includes two segment of approximately one mile, which is a combination of concrete trail and boardwalk sections over creeks and wetlands. The effort kicked off with fieldwork and base mapping followed by design work, which included trail alignment and plans, detailed parcel crossing design, wetland delineation, and cost estimates. The project is currently in the phases to develop RTP Grant exhibits, NEPA documentation, and a Flood Study. TSW will then develop construction documents, conduct permitting, assist with the bidding process, and provide construction administration services. The second phase of Club Drive Park, which opened in early 2019, includes two boardwalk structures with integrated seating and signage elements, which provide a unique experience of the surrounding woods and wetlands. A large lawn provides ample recreational space, and the outer circulation path connects with the trails in Phase I of the park to create a multi-use exercise loop. Estimated construction costs were approximately $6 million.

CLIENT:
Gwinnett County

PROJECT STATUS:
Completed in 2019

PROJECT HIGHLIGHTS:

- Landscape architecture services (design through construction administration) for park addition and greenway

CONSTRUCTION BUDGET $1.8 million

Public Engagement Toolkit Handbook

Lexington, Kentucky

While previously employed as a Long Range Planner with the Lexington-Fayette Urban County Government's Division of Planning, Samantha Castro, worked on creating the Public Engagement Toolkit handbook. The creation of this handbook was a result of the Imagine Lexington 2018 Comprehensive Plan.

The Lexington Division of Planning formed an advisory panel made up of developers, community representatives, and residents to help define "meaningful engagement" and development the Public Engagement Toolkit (PET) - an endeavor that has been titled The PET Project. The goal of the Toolkit is to offer developers guidance and tips for success, while simultaneously empowering Lexington residents to:

- Understand the development review process
- Know where to find information about proposed developments
- Recognize appropriate stages in the process to provide input

Reference Information:

Chris Taylor, Deputy Director of Planning
Phone: (859) 258-3181
Email: ctaylor3@lexingtonky.gov

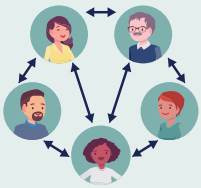
Public Engagement Toolkit Handbook

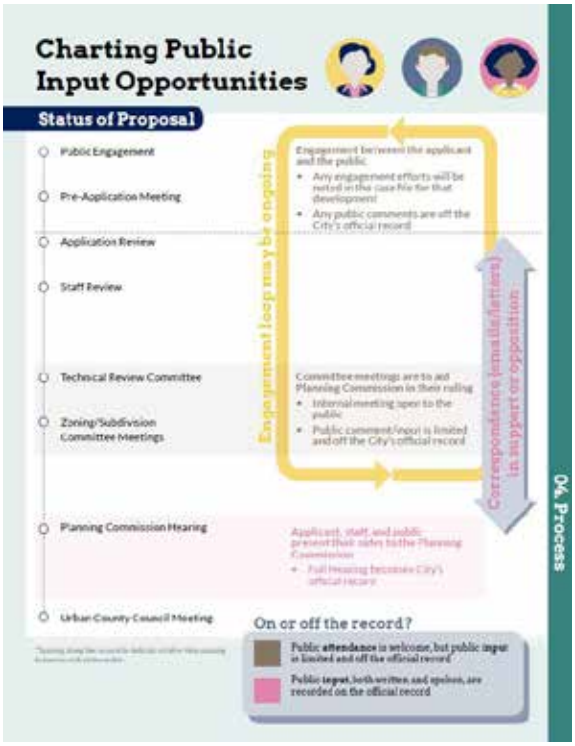
Lexington, Kentucky

TSW

Spectrum of Public Participation

The International Association of Public Participation (IAP2) created a spectrum to illustrate the full range of participant involvement options.

	Inform	Consult	Involve	Collaborate	Empower
					
Public Participation Goal	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities, and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision- making in the hands of the public
Desired Outcome	Keep the public informed.	Keep the public informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	Work with the public to ensure that their concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	Look to the public for advice and innovation in formulating solutions and incorporate their advice and recommendations into the decisions to the maximum extent possible.	The public's idea will be implemented.
Relationship to the Planning & Zoning Process	The Inform level of public participation does not actually provide the opportunity for public participation, but rather provides the public with the information they need to understand the agency decision-making process. The Division of Planning's current process already accomplished the "Inform" part of the Spectrum through their rezoning notification process outlined by state and local regulations.	The optimal form of engagement is more likely to fall somewhere between **"Consult"** and **"Collaborate"** to foster an open dialogue and a sense of buy-in from the community.			The Planning and rezoning process deals with private property and all of its associated rights, and because of that **Empower has limited applications for the purposes of this toolkit.**



Bowling Green Downtown Square Improvements

Bowling Green, Kentucky

The City of Bowling Green set forth an unprecedented project need in their request for assistance with engineering, design, plan development, and construction management / inspection of these Downtown Square Improvements (12 square blocks). Areas of emphasis were identified to focus improvement efforts, including:

- The creation of safe pedestrian connections and amenities around Fountain Square Park
- Improved connectivity between Fountain Square Park and Circus Square Park
- Safety, traffic, and operational evaluation of the one-way pair, College and State Streets
- Investment into Morris Alley and Capital Alley to provide safe connections from Fountain Square Park to parking

As part of the traffic and safety analysis, data was collected and evaluated around Fountain Square Park to prepare an existing/future traffic operations analysis. The results showed additional capacity above what would be needed in the future, resulting in the opportunity to make lane reductions, translating to more usable space for multimodal connections. **To address pedestrian safety issues, the lane reductions allowed for direct and defined connections to Fountain Square Park.** In addition, modified parking configurations were proposed to enhance sight distance.

PROJECT DATA

STATE
Kentucky

AGENCY
City of Bowling Green, KY

KEY PERSONNEL
Lindsay Walker, PE

Newtown Pike Design

Lexington, Kentucky

This urban roadway improvement project is located in Fayette County, along Newtown Pike (KY 922) between its intersections with W. Fourth Street and Loudon Avenue. The project includes approximately 2100 feet of urban widening along Newtown Pike, 1200 feet of urban widening along Loudon Avenue, and 1300 feet of widening along Georgetown Road/ W. Fourth Street. A 10 foot shared use path has been constructed along Newtown Pike and West Loudon Avenue. The path traverses through the campus property and connects to the Legacy Trail (a 12 mile walking and biking trail) at the entrance of the North Lexington YMCA. HMB designed a 112 foot pedestrian/ bicycle bridge to carry the path over an under pass that goes under West Loudon. HMB incorporated weathered steel into the design to match current structures along the Legacy Trail. Handicap ramps and detectable warnings, meeting the American Disabilities Act requirements, were added at all intersections and entrances.

Along with the challenging traffic numbers, above and below ground utilities and adjacent businesses, the new college campus provided significant challenges. HMB worked with District 7 to address these issues early in the project development stage and were able to minimize impacts and keep project costs manageable. Minimizing utility impacts and maintaining traffic through construction were both significant challenges on this project. HMB worked with District 7 team members in order to deliver a solution that minimized disruption to existing utilities and maintained traffic flow during construction.

PROJECT DATA

STATE
Kentucky

AGENCY
KYTC

KY 1681 Manchester Street Pedestrian Study

Lexington, Kentucky

The Manchester Street Pedestrian Study was initiated in March 2024 by the Lexington-Fayette Urban County Government (LFUCG) to evaluate pedestrian activity along Manchester Street adjacent to the entertainment area, the Distillery District, to assess the need for and potential options for safer, more user-friendly access. The study area extends from the intersection of Manchester Street and South Forbes Road south to the existing pedestrian crossing at Thompson Road.

Tasks undertaken to assess pedestrian connectivity in this area include:

- Existing roadway information / geometrics / traffic volume / crash data
- Field review
- Informal interviews of stakeholders / business owners / coordination with KYTC
- On-site observations of pedestrian activity
- Research on applications of pedestrian accommodation in other entertainment venues
- Identification of pedestrian safety countermeasures
- High-level planning cost estimates
- Concept drawings with sight distance evaluation

A new mid-block crossing was identified as the top priority project connecting the rear parking lot of Goodfellas to Legacy Trail / parking.

Our team worked in conjunction with LFUCG and KYTC to evaluate key considerations for KYTC to consider a permit for a marked crosswalk include:

- Appropriate sight distance looking both ways on Manchester Street. This was evaluated and determined to meet requirements.
- A development plan for improvements to the parking area behind Goodfellas to allow for safe pedestrian passage from the crosswalk to the patio area.
- A connection on the parking lot side either to Town Branch Trail or to a new sidewalk.

Additional guidance documents was consulted to determine if treatments beyond pavement marking and signage would be required for installing a crosswalk at this location. According to the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations matrix, high-visibility crosswalk markings, parking restrictions on crosswalk approaches, adequate nighttime lighting levels and crossing warning signs should be considered.

PROJECT DATA

STATE
Kentucky

AGENCY
LFUCG

KEY PERSONNEL
Lindsay Walker, PE, PTOE, AICP,
Brad Johnson, PE
Lora Boller, PE

SECTION 5:

Project Approach

I. Phase I - Site Analysis + Planning

The design team will develop a site plan that responds to our comprehensive analysis of the existing physical conditions and an understanding of the needs and use patterns of current and proposed users and groups within the park.

1.1. Site Analysis:

The site analysis will focus on several key areas to ensure a comprehensive understanding of the park's current conditions, uses/users and potential improvements. The outcome of the analysis will identify the needs and drivers to inform the conceptual design. The site analysis will with the following areas:

1. **Parking Audit:** Parking is a significant issue during games and events, with people often parking on the grass despite efforts to discourage it. Vehicular circulation through the existing parking lots is also challenged by dead end drive aisles and confusing flow. Safe pedestrian access within the parking lot, to the fields, and to the trailhead or playgrounds is also a major concern. The analysis will assess current parking facilities through discussions with user groups and through field surveys, and identify opportunities for expansion, with a focus on safety, accommodating peak capacity, and ADA accessibility compliance.
2. **Geotechnical Investigation:** The analysis will include a preliminary geotechnical investigation to understand the soil conditions, subsurface rock locations, and any potential challenges for construction and landscaping. The goal is to avoid areas that may be costly for building the expanded parking. Our study will identify areas for further geotechnical investigation to be provided by the City later in the process. Athena Engineering & Environmental, LLC brings extensive geotechnical engineering expertise to park and greenway projects, including being the geotechnical consultant for multiple A/E contracts with Metro Nashville Parks and Recreation. They regularly perform geotechnical studies for the design of new greenways, parking lots, pavilions, maintenance buildings, retaining walls, event centers, and other structures related to existing and new park facilities. They will review the proposed site plan and develop a scope for the Owner to use in procuring a geotechnical investigation under a separate contract. Once completed, they will also review the geotechnical investigation report provided by the Owner and provide comments for the preparer and the design team.

Existing parking - example of parking bays that dead end and cause issues in flow during peak times.

Existing parking - playground amenities are inaccessible to park users except through the parking lot or via a hidden set of stairs.

3. **Connectivity and ADA Accessibility:** The paths within the park do not connect well to the park facilities, surrounding sidewalks and trail system. The analysis will explore ways to improve connectivity and make the park more accessible to all users. Where possible, the design team will strive to make all areas universally accessible while also minimizing the use of ramps and stairs.
4. **Environmental Considerations:** The park is located near West Hickman Creek, which has undergone restoration. The analysis will consider the environmental impact of any proposed changes and ensure that the natural plantings and creek restoration efforts are preserved.
5. **Stormwater Analysis:** The design team will identify existing stormwater features and assess the need for expansion based on the proposed changes.
6. **Stakeholder Engagement:** Engaging the stakeholder groups is crucial for the success of this project given that several of the parking issues are driven by group/league activities. The design team will use small group interviews to gain a detailed understanding of the needs and challenges stakeholders deal with on a regular basis. This would likely include representatives of the various baseball leagues, and the Pinnacle and Waterford Neighborhood Associations. We would leverage existing contacts from the recently constructed dog park which included the Kentucky Mountain Bike Association and the Hickman Creek Conservancy. As an additional service, our analysis can include a community engagement workshop to gather input on programming needs from the community at large.

1.2. Conceptual Design:

A conceptual design will be developed to address the needs and issues identified in the site analysis and enhance the park's functionality and user experience. The plan will balance need and cost to develop appropriate parking and connectivity to park areas 1 and 2. The RFP identified specific criteria for connectivity to these areas:

1. Area 1: Trail option 1 to include a new walking path or shared use trail connection from Southpoint Lane along the entrance road to the stop sign below the baseball fields and existing parking.
2. Area 2: Trail Option 2 to include a new shared -use trail connection from Southpoint Ln along/adjacent to the current multi-use field space to connect to the existing trail by play elements. The existing trail may also need to be widened to be at the last 12 feet wide to match the proposed new trail.

The internal park trail network currently ends at the multi-use fields and lacks a needed connection to Southpoint Drive. This area of the park feels disconnected due to these circulation challenges.

1.3. Schematic Plans + Cost Estimate:

Schematic Plans: The design team will develop schematic plans that apply the conceptual design framework and program in detail to the site. This will include scaled schematic plan layouts, conceptual grading (including stormwater), supporting imagery, materiality, and sketches, to communicate design ideas. The plans will address areas specifically referenced in the RFP:

1. New parking area(s) with ADA accessibility and path of travel and with sufficient stormwater management while managing floodplain impacts. Recommend any necessary repair or replacement of existing retaining wall below baseball field in conjunction with new wall alignment to accommodate parking design.
2. Trail Option 1
3. Trail Option 2

Cost Estimate: A detailed cost estimate will be prepared to provide a preliminary evaluation of the general magnitude of the costs associated with the project including the 3 areas identified in the RFP. This will include estimates for materials based on construction types and other necessary details.

II. Phase II – Community Input + Construction Documentation

2.1. Community Engagement:

The design team will lead one 2 hour community engagement workshop to gather community input on the proposed plans. The city will provide a meeting space and advertise the workshop to the public.

Optional engagement opportunities could be added onto the scope for a nominal fee including:

- Pop-Ups and surveying of users at baseball games and sports practices in the meadow, weekends in the park, at Pinnacle or Waterford food truck meets, at the dog park or disc golf courses.
- Online survey with flyers distributed at baseball games, and yard signs posted at trailheads and park entrances with QR codes.
- Mailings to surrounding neighbors.

2.2. Construction Documents:

Detailed construction documents will be prepared to guide the implementation of the proposed design. These documents will include specifications for materials, dimensions, and other necessary details. Work in this phase shall include meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid. All technical specifications shall be provided by the Consultant. The Consultant will attend the pre-bid meeting, assist the Owner in responding to questions during bidding and help evaluate the bids received.

Permitting will be led by HMB's environmental staff who offer extensive experience completing field surveys, document preparation, and regulatory agency coordination. A preliminary review of the project area identified West Hickman Creek along the southern edge of the Area 1. As the project moves forward, HMB will document all water related resources and work closely with the design team to avoid impacts as much as possible. When impacts are unavoidable, we will aim to minimize or mitigate them, and then work with the regulatory agencies to obtain the necessary permits.

Previous Community Engagement Efforts

III. Deliverables:

The design team will provide the deliverables in the formats required by the RFP.

3.1. Submittals:

Phase I.
- Site Analysis: Summary of findings
- Concept Design: Final Conceptual Design
- Schematic Design + Cost Estimate: 50% and 100%

Phase II.
- Community engagement Summary of findings
- Construction Drawings: 50% and 100%

3.2. Meetings

The following in person meetings are included in this scope. Additional in person meetings will be provided as additional services. Virtual meetings will be held as needed throughout the project for coordination and over input.

Phase I.
- Project kick-off (1 meeting)
- Site analysis (1 meeting)
- Schematic Design + Cost Estimate: 50% and 100% (1 meeting)

Phase II.
- Community engagement (1 workshop)
- Construction Drawings: 50% and 100% (1 meeting)

Project Schedule

The TSW Team has prepared a 5-month project schedule that will complete the Veterans Park Parking and Trail Design prior to the August 1, 2025 deadline laid out in the RFP.

Veterans Park, Lexington KY

		March				April				May				June				July				August			
Task	**Milestone**	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Phase I																									
Kick Off Meeting	1-Mar																								
Site Analysis																									
Stakeholder Meetings																									
Concept Plan																									
Conceptual Development Meeting	1-Apr																								
Schematic Plan + Cost Estimate																									
Schematic Plan Meeting	15-Apr																								
Schematic Plan Meeting 2	1-May																								
Phase II																									
Community Engagement	15-May																								
Plan refinement (if applicable)																									
Permitting																									
Construction Documents	1-Aug																								

SECTION 6:

Cost of Services

The TSW Team's goal is to build a partnership with the Lexington-Fayette Urban County Government and the community. We do not want fees to be a barrier preventing our selection as your planning consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee approach and refine our scope of services. Reimbursable expenses are included in the fees below.

Estimated Fees

DESCRIPTION	TOTAL
Site Plan, Conceptual Designs, and Cost Estimates	**$35,000**
Community Engagement*	**$3,000**
Construction Plans 50%	**$20,000**
Construction Plans 100%	**$22,000**
Permitting	**$4,500**
TOTAL	**$84,500**

The following are a list of assumptions to reach the above estimated fee:

1. Our fees for phase 2 of work assume a maximum construction budget of approximately $1,000,000 and a project schedule of 5 months. Substantial changes in construction budget, schedule and/or scope may require fee amendments.
2. Design modification performance requirements for existing retaining walls will be identified in the construction plans. Structural design of retaining walls will be delegated to the contractor.
3. This work excludes lighting, signage, and irrigation
4. This scope excludes work within the floodplain.

***Optional engagement opportunities** are available as discussed in Phase 2.1.

SECTION 6:

Hourly Rates

TSW

Bryan Bays, Principal-in-Charge / Landscape Architect	$230
Samantha Castro, Project Manager / Community Engagement	$140
Peyton Peterson, Landscape Architect	$130
Eloisa De Leon, Landscape Designer	$95

HMB Professional Engineers

Bradford Johnson, Senior Transportation Planner	$220
Kristan Curry, Local Programs Manager	$115
Lindsay Walker, Traffic Forecasting	$150
Lora Boller, Structures	$150
Casey Kaucher, Traffic Impact	$115
Michael Leathers, Environmental Lead	$150

Athena Engineering and Environmental

Dusty Barrett, PE, PMP, Geotechnical Engineer	$245
Jackson Daugherty, PE, PMP, Geotechnical Engineer	$210

APPENDIX:

Required Forms + Additional Information

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

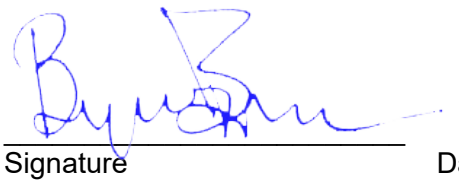
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

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



Signature

Date **December 9, 2024**

AFFIDAVIT

Comes the Affiant, **Bryan Bays**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Bryan Bays** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW**, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF **Georgia**

COUNTY OF **Fulton**

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Bryan Bays, Principal** on this the **9th** day of **December**, 20**24**.

My Commission expires: **July 25, 2025**

NOTARY PUBLIC, STATE AT LARGE

ALANNA FAIRBURN NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires 07-25-2025

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

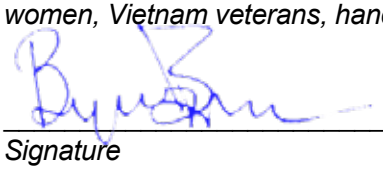
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW

Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

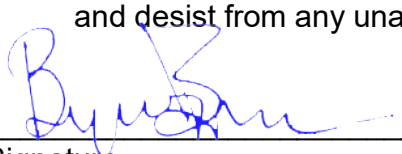
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

December 9, 2024

Date

TUNN&SPANG CBOURDON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carol Bourdon	
Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: cbourdon@wscins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA	
INSURED Tunnell-Spangler & Associates, Inc. DBA TSW 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309	INSURER B : HARTFORD INSURANCE COMPANY	
	INSURER C : CONTINENTAL CASUALTY	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6020707119	9/5/2024	9/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6020707119	9/5/2024	9/5/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6020707167	9/5/2024	9/5/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		44WECAT5YS8	9/5/2024	9/5/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			AEH254029695	9/5/2024	9/5/2025	Per Occurrence	2,000,000
C	Ded. $25,000			AEH254029695	9/5/2024	9/5/2025	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional named insured:

Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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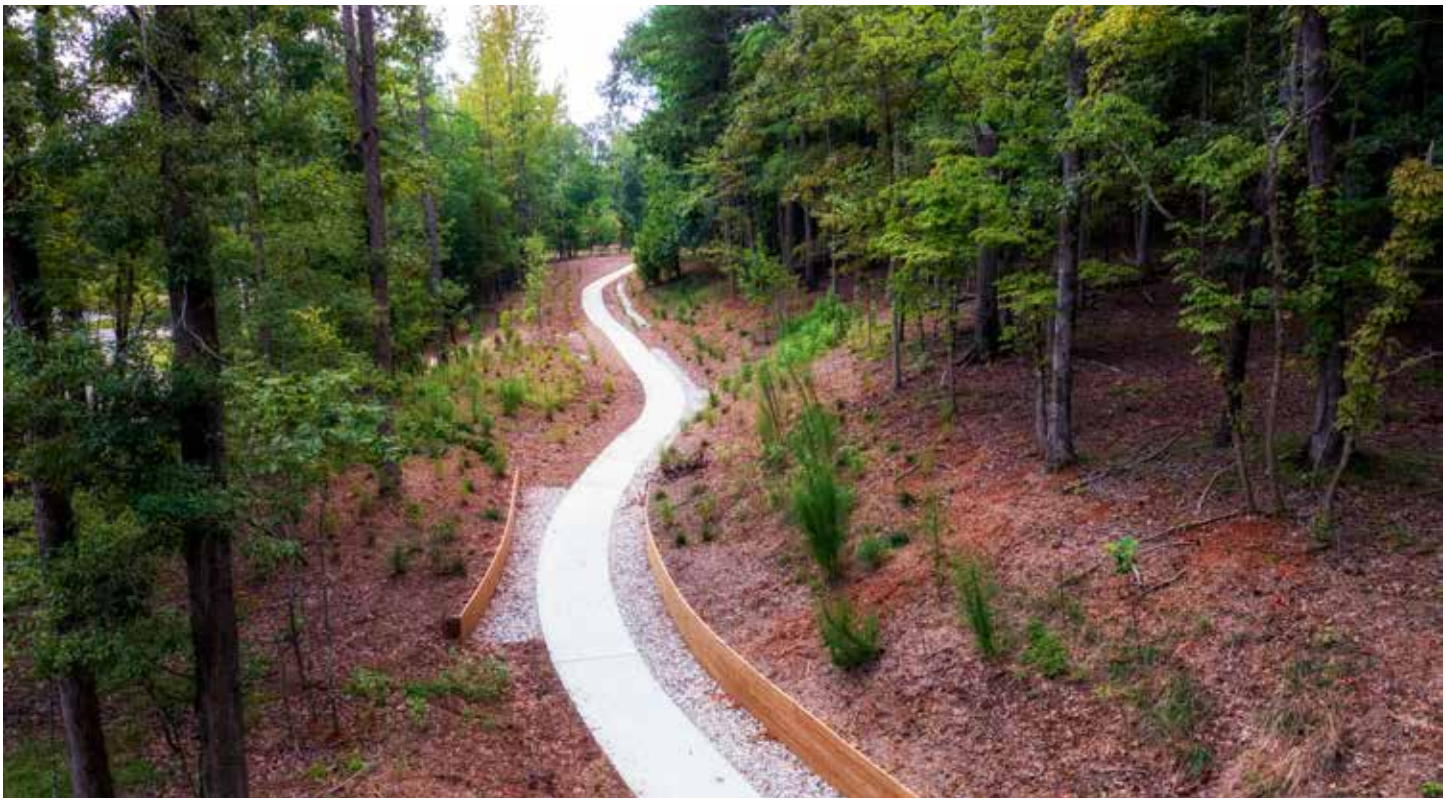
TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

RFP: **#57-2024** / DUE: **DECEMBER 10, 2024**

Lexington-Fayette Urban County Government

Veterans Park Parking and Trail Design

Affirmative Action Plan



TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

SUBMITTED TO:

Director, Division of Central Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

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TSW

PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

December 9, 2024

Dear Selection Committee:

Tunnell-Spangler-Walsh & Associates, Inc. (TSW) is pleased to submit our Affirmation Action Plan to the Lexington-Fayette Urban County Government in support of the Veterans Park Parking and Trail Design effort.

For this project, we have included **Athena Engineering & Environmental, LLC** (Athena), an SBA-certified woman-owned small business (WOSB) with capabilities most sought after in a premier teaming partner—geotechnical, environmental, water resources, ecological, surveying, value engineering and expert technical review services. Athena is prequalified with KYTC as a Disadvantaged Business Enterprise (DBE) for Geotechnical Drilling, Engineering, and Laboratory Testing. Their Kentucky engineering registration number is 1983. They also have a status of A-Active Good with the Commonwealth of Kentucky Secretary of State (ID #0606259), and are on LFUCG's Certified Small Business and WBE List.

Concerning the goal for Veteran-owned firm participation, we reviewed the Veteran subcontractors list from LFUCG and did not find one that suited our current team needs.

After reviewing the contents of this plan, please reach out if you have any questions or need additional information.

Sincerely,

Bryan Bays, Principal

Direct: 470.751.2421
Email: bbays@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 57-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. **Athena Engineering & Environmental, LLC**	**WBE**	**Geotechnical**	**$5,000**	**6%**
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
Company

Company Representative

December 9, 2024

Principal

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 57-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW
Company

Company Representative

December 9, 2024
Date

Principal
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW	**Date:**	December 9, 2024
Project Name:	Veterans Park Parking and Trail Design	**Project Number:**	57-2024
Contact Name:	Bryan Bays	**Telephone:**	404.873.6730
Email:	bbays@tsw-design.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☒ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Shear Structural, J&A Engineering, Partners for Economic Solutions, Perez Planning + Design, Sycamore Consulting, Stability Engineering, Grice and Associates

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

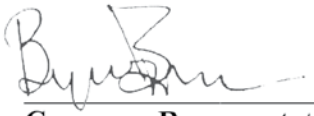
Athena Environmental Engineering (WBE) - contacted via email on Dec 4, 2024 about teaming.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW	
Company	**Company Representative**
December 9, 2024	**Principal**
Date	**Title**

4870-1925-6809, v. 1

CITY OF ATLANTA

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

Andre Dickens
Mayor

OFFICE OF CONTRACT COMPLIANCE
Bruce T. Bell
Interim Director

May 11, 2022

Mr. Adam Williamson
Tunnell, Spangler & Associates, Inc. dba Tunnell, Spangler, Walsh & Associates, Inc.
1447 Peachtree Street, Ste. 850
Atlanta, GA 30309

ANNIVERSARY DATE: May 11

Dear Mr. Williamson:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Bruce T. Bell

Bruce T. Bell, Interim Director
Mayor's Office of Contract Compliance

BTB/mp

Certification #: 2022-27-045 **Supplier ID #:** 701345 **Phone #:** (404) 873-6730

Business: Architectural services; all other professional, technical and scientific consulting services

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Athena Engineering & Environmental, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Certification Granted: July 30, 2018
Expiration Date: July 31, 2025
WBENC National Certification Number: WBE1801464

Authorized by Phala Mire, President Women's Business Enterprise Council - South

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 541330, 541380, 541620, 562910
UNSPSC: 81100000, 81101500, 81101514

Back To Directory

Print to PDF

ATHENA ENGINEERING & ENVIRONMENTAL, LLC
Mrs. Julie Oliphant,
Managing Principal
54 Lindsley
Avenue, Suite 101
Nashville TN 37210
(615) 255-9702 or
(615) 775-4423
Fax: (615) 256-
5873
joliphant@athenaee.com
www.athenaee.com

NAICS
541330

District Location:	OOS
Status:	DBE
Certified on:	11/7/2007

Services Rendered:

541330 - Specializing in geotechnical engineering, soil analysis, materials testing, environmental consulting, construction stakes, lines and grades, and information technology applications

SECTION 2: **CURRENT WORK FORCE ANALYSIS FORM**

WORKFORCE ANALYSIS FORM

Name of Organization: **Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW**

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														2
Professionals	37	12	11		2	3	2			2	5					16	21
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	48	17	15		3	3	2			2	5		1			21	27

Prepared by: **Rebekah Calvert, Marketing Mgr** Date: 12 / 4 / 24

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AFFIDAVIT

Comes the Affiant, **Bryan Bays**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Bryan Bays** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW**, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF **Georgia**

COUNTY OF **Fulton**

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Bryan Bays, Principal** on this the **9th** day of **December**, 20**24**.

My Commission expires: **July 25, 2025**

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

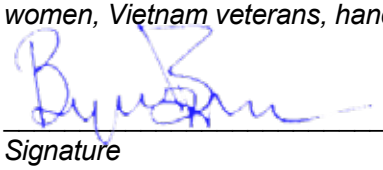
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW

Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

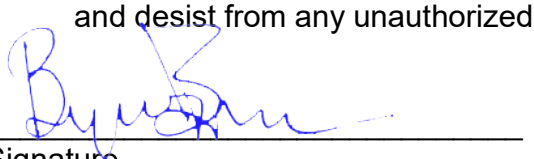
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

December 9, 2024

Date

TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH TSW, INC., FOR PARKING AND TRAIL DESIGN AT VETERANS PARK, AT A COST NOT TO EXCEED THE SUM OF $84,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with TSW, Inc., for parking and trail design at Veterans Park.

Section 2 – That an amount, not to exceed the sum of $84,500.00, be and hereby is approved for payment to TSW, Inc., from account #1105-707602-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0085-25:GET: 4921-2999-8102, v. 1

RESOLUTION NO. 063 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH TSW, INC., FOR PARKING AND TRAIL DESIGN AT VETERANS PARK, AT A COST NOT TO EXCEED THE SUM OF $84,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with TSW, Inc., for parking and trail design at Veterans Park.

Section 2 – That an amount, not to exceed the sum of $84,500.00, be and hereby is approved for payment to TSW, Inc., from account #1105-707602-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0085-25:GET: 4921-2999-8102, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 22nd day of January 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW, a Kentucky corporation, ("Organization") with offices located at 110 West Vine Street, Suite 300, Lexington, KY 40507.

WITNESSETH

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on March 1, 2025 and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP #57-2024
b. Exhibit "B" – Consultant Proposal

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – LFUCG RFP #57-2024 for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Eighty Four Thousand, Five Hundred dollars ($84,500) for the performance of the Services. Such payments shall be made monthly after project deliverables have been completed, as outlined in Exhibit "A." The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 57-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

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

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

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

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

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

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

For Organization:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
110 West Vine Street, Suite 300
Lexington, KY 40507

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Parks and Recreation, Tim Joice

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

21. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

ENTITY TUNNELL SPANGLER ASSOC. INC.
DBA TSW

BY: BRYAN BAYS, PRINCIPAL

ATTEST:
Nada Abdel-Aziz
WITNESS: Nada Abdel-Aziz
DATE: JAN 29, 2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0101-25

File ID:	0101-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	053-2025	**In Control:**	Urban County Council
				File Created:	01/22/2025
File Name:	Site Specific Agreement Grey Oak Lane 2			**Final Action:**	03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and Grey Oak Lane 2, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County. [Div. of Water Quality, Martin]

Notes: Unoriginal signature and emailed CK 3/12/2025.

SAF in the CCO. Returned to Christina King via scans 3/18/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Blue Sheet GOL2 (Brannon Reserve Ph 2), _GOL2 (Brannon Reserve Ph 2)_SSAgreement, _GOL2 (Brannon Reserve Ph 2)_MAP, _GOL2(Brannon Reserve Ph2)_Exhibit A, _GOL2(Brannon Reserve Ph2)_Group Exhibit B&C, RESO 0101-25- SSA Grey Oak Lane 2 4910-9508-9692 v.1.docx, R-068-2025, Contract #053-2025	**Enactment Number:**	R-068-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King\Rebecca Highland	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0101-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and Grey Oak

Lane 2, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County. [Div. of Water Quality, Martin]

Summary

Authorization of a sanitary sewer service site specific Agreement between LFUCG, Grey Oak Lane 2, LLC (GOL2) and Jessamine-South Elkhorn Water District (JSEWD). The Agreement is for LFUCG to provide sanitary sewer conveyance and treatment capacity for properties identified in the Agreement in accordance with the master Agreement between LFUCG and JSEWD (Resolution 690-2002). No Budgetary impact. (L0101-25) (Martin/Albright)

Budgetary Implications [select]: NO

Advance Document Review:

Law: Yes

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 14, 2024

SUBJECT: **Site Specific Agreement:**
Grey Oak Lane 2, LLC (Brannon Reserve Ph 2)

Request

The purpose of this memorandum is to request a resolution authorizing a sanitary sewer service Site Specific Agreement between the Lexington-Fayette Urban County Government (LFUCG), Grey Oak Lane 2, LLC (GOL2) and Jessamine-South Elkhorn Water District (JSEWD).

Capacity for JSEWD

29,184 gallons per day (gpd) for GOL2 (Brannon Reserve Ph2)
71% of the 2 million gpd capacity has been used or reserved

Purpose of Request

The agreement is for LFUCG to provide sanitary sewer conveyance and treatment capacity for properties identified in the Site Specific Agreement in accordance with the Master Agreement between LFUCG and JSEWD (Resolution 690-2002).

Project Cost in FY25 and in Future Budget Years

Execution of the terms and conditions of the Site Specific Agreement will be at no cost to LFUCG.

SITE SPECIFIC AGREEMENT:
BRANNON RESERVE – PHASE 2

This Site Specific Agreement (the "Agreement") is made and entered into on the 4th day of September, 2024 by and among **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Kentucky urban county government (hereinafter **"LFUCG"**), the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT,** a Kentucky rural water and sanitation district (hereinafter **"JSEWD"**), and **GREY OAK LANE 2, LLC,** an Kentucky limited liability company, of 5400 Harrodsburg Road, Nicholasville, KY 40356(hereinafter **"GOL2"**).

W I T N E S S E T H:

WHEREAS, GOL2 owns real estate, located in Jessamine County, Kentucky on the north side of and adjacent to Ashgrove Road Plat (Cabinet 10, Slide 275 – 28.55 acres) and more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, JSEWD and the Lexington- Fayette Urban County Government, hereinafter "LFUCG", are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, conditioned upon GOL2'S compliance with and subject to the terms of this Agreement and for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, GOL2 and JSEWD hereby covenant and agree as follows:

1. ***Sewer Capacity.*** The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed **29,184** gallons per day (average daily flow) for sewage collection and conveyance.

2. ***Agreement to Serve.*** Conditioned upon GOL2'S full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer

facilities by GOL2, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by GOL2 to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. GOL2 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer infrastructure to be constructed without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require GOL2 to convey to JSEWD the sanitary sewer facilities constructed under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed, but JSEWD shall not be compelled to request or accept conveyance.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for GOL2 by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in **Group Exhibit "B"**, GOL2 must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event GOL2 fails to complete all requirements under this Agreement within **365** days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

3. ***Connection Fees.*** GOL2 agrees to be responsible for and pay all fees in the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event GOL2 does not construct the homes on the lots, then any successor in title shall be responsible for the Connection Fee at the time the building permit is issued.

4. ***Additional Fees.*** In addition to the Connection Fees heretofore referenced, GOL2 agrees to pay the full cost of sewer service to its Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

(a) GOL2 shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services (legal and administrative) of JSEWD and/or LFUCG in any way related to the sanitary sewer system.

(b) GOL2 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and GOL2 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to

JSEWD, 802 South Main Street, Nicholasville, Kentucky (P.O. Box 731, Nicholasville, KY 40340-0731). JSEWD will calculate and bill GOL2 or the appropriate user for such Sewer User Fees which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.

(c) If required, GOL2 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.

(d) Pre-treatment permit fees/extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. ***Lien to Secure Payment of Connection Fees and Additional Fees.*** JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. ***Sanitary Sewer and Storm Water Management Installations.*** To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, GOL2 agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in **Group Exhibit "B"**, all on-site and off-site installations and facilities required by LFUCG and JSEWD to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, GOL2 shall size, rehabilitate and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG and JSEWD to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG and JSEWD infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, GOL2 agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD, LFUCG and the Kentucky Division of Water as reflected in **Group Exhibit "B"**, all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph eight (8) herein for sanitary sewer systems, except that the applicable

regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management shall inspect and accept the storm water management installations. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and **Group Exhibit "B"** may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, GOL2 will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. ***Procedures for the Property Sewer System.*** GOL2 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

(a) During construction of the Improvements, LFUCG and JSEWD shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by GOL2. JSEWD agrees to issue a stop work order to GOL2, if requested to do so in writing by LFUCG. GOL2 shall also provide JSEWD and LFUCG with periodic written certifications by GOL2's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

(b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, GOL2 shall provide JSEWD and LFUCG with three (3) sets of digital (AutoCAD) of the "as-built" plans, prepared by GOL2's engineer, showing the location of all installations related to the Improvements as constructed. GOL2 shall provide JSEWD five (5) sets of as-built sanitary and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary and storm sewer systems. GOL2 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

(c) Upon completion of construction of the Improvements or any part thereof, GOL2's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal

requirements, and as constructed it will function for the purpose for which it was designed. GOL2 shall provide proof satisfactory to JSEWD that all contractors, subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system and final inspection by JSEWD and LFUCG of the Property sanitary sewer system, a letter of acceptance shall be delivered to GOL2 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. ***Use of Property Sanitary Sewer System.*** The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. ***Representation and Warranties of GOL2.*** In order to induce JSEWD and LFUCG to enter into this Agreement, GOL2 hereby represents and warrants to JSEWD and LFUCG as follows:

(a) GOL2 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. GOL2 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of GOL2. This Agreement has been duly executed and delivered by GOL2 and constitutes the legal, valid and binding obligation of GOL2 enforceable against it in accordance with its terms.

(b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of GOL2's organizational documents, or any other agreement to which GOL2 is a party.

(c) GOL2 covenants to obtain any consent, approval or authorization of any third party required in connection with GOL2's execution and delivery of this Agreement or the performance by GOL2 of the obligations contemplated herein has been obtained.

(d) GOL2 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements.

(e) GOL2 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in

(a) workmanship. GOL2 agrees to repair and replace, at its own expense, all of the work which may prove to be defective. GOL2 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of GOL2's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by GOL2 which bond or letter of credit shall not be released without prior written approval of JSEWD.

(b) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum, product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits,

decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) GOL2 is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for GOL2's property as described in Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "A".

11. ***Easement.*** GOL2 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. GOL2 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, GOL2 agrees, upon request, to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto , which, upon request, GOL2 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. GOL2 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. GOL2 and JSEWD agree to assign to LFUCG a right of ingress and egress to the sanitary sewer system and to the Property.

12. ***Notices.*** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

"LFUCG"
LFUCG Department of Environmental
Quality and Public Works
200 East Main Street
Lexington, KY 40507

With copy to:
LFUCG Department of Law
200 East Main Street
Lexington, KY 40507

"GOL2"
Mr. William B Frye
5400 Harrodsburg Road
Nicholasville, KY 40356

"JSEWD"
JESSAMINE-SOUTH ELKHORN WATER DISTRICT
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

13. ***Indemnification.*** GOL2 shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of GOL2 herein; (b) any breach of or noncompliance by GOL2 with any covenant or agreement of GOL2 contained in this Agreement; (c) any negligent or wrongful act of GOL2, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. ***Compliance with Law.*** GOL2 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. GOL2 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. ***Exhibit Incorporation by Reference.*** Exhibits A and Group B attached hereto are hereby incorporated by reference as if set out fully herein.

16. ***Binding Effect, Assignment.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. GOL2's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. ***Cost and Attorney's Fees.*** JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred by it connected with the collection of Connection Fees or Additional Fees.

18. ***Amendment/Waiver.*** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as

provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. ***Covenants Running with Land.*** GOL2, and its successors in title, agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. ***Undertakings.*** The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. ***Governing Law.*** This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court. If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. ***Captions.*** The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. ***Multiple Copies.*** This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. ***Entire Agreement.*** This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
ITS: MAYOR DATE

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____ 9-4-24
ITS: CHAIRMAN DATE

GREY OAK LANE 2, LLC
an KY limited liability company

By: _____ 9-9-24
Print Name: William B Frye, Member
Its Authorized Signer

Brannon
Reserve Ph 2
"GOL2"
WH8_1550
WH8_1541
WH8_1539
WH8_1540
WH8_1202
WH8_1197
WH8_1557
WH8_1203
WH8_1196
WH8_1195
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WH8_1173
WH8_1225
WH8_1184
WH8_1235
WH8_1453
WH8_1178
WH8_1175
WH8_1176
WH8_1183
WH8_1181
WH8_1182

Ex-A

UTILITY PROVIDERS

GAS
DELTA NATURAL GAS COMPANY, INC.
3401 ELVIS PRESLEY BLVD.
NICHOLASVILLE, KY. 40356
(859) 885-4124

ELECTRIC
BLUE GRASS ENERGY
1201 LEXINGTON ROAD
NICHOLASVILLE, KY. 40356
(859) 885-4191

WATER
JESSAMINE COUNTY WATER DISTRICT NO. 1
2225 LEXINGTON ROAD
NICHOLASVILLE, KY. 40356
(859) 885-4514

SANITARY SEWER
JESSAMINE SOUTH-ELKHORN WATER DISTRICT
402 SOUTH MAIN STREET
NICHOLASVILLE, KY. 40356
(859) 881-0064

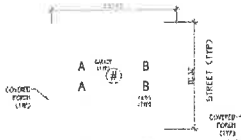
TELEPHONE
WINDSTREAM
1100 N. NEW CIRCLE ROAD, SUITE 170
LEXINGTON, KY. 40505
(859) 257-4253

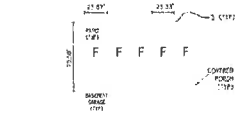
CABLE
TIME WARNER CABLE
220 EDGEWOOD DRIVE
NICHOLASVILLE, KY. 40356
(859) 305-6090

KENTUCKY UNDERGROUND PROTECTION INC.
KENTUCKY STATE LAW REQUIRES CONTRACTORS TO CALL 3 BUSINESS DAYS PRIOR TO DIGGING CALL 1-800-752-0001 FOR A LOCATION REQUEST. ANY EXCAVATIONS THAT ARE NOT A PART OF YOUR DIG SHALL BE CONTACTED INDIVIDUALLY

OFF-STREET PARKING NOTE

CONFIGURATION OF PARKING AND DRIVEWAYS WILL VARY BETWEEN THE DIFFERENT UNITS, HOWEVER AT LEAST TWO (2) OFF-STREET PARKING SPACES SHALL BE PROVIDED FOR EACH UNIT.





DEVELOPMENT PLAN NOTES:

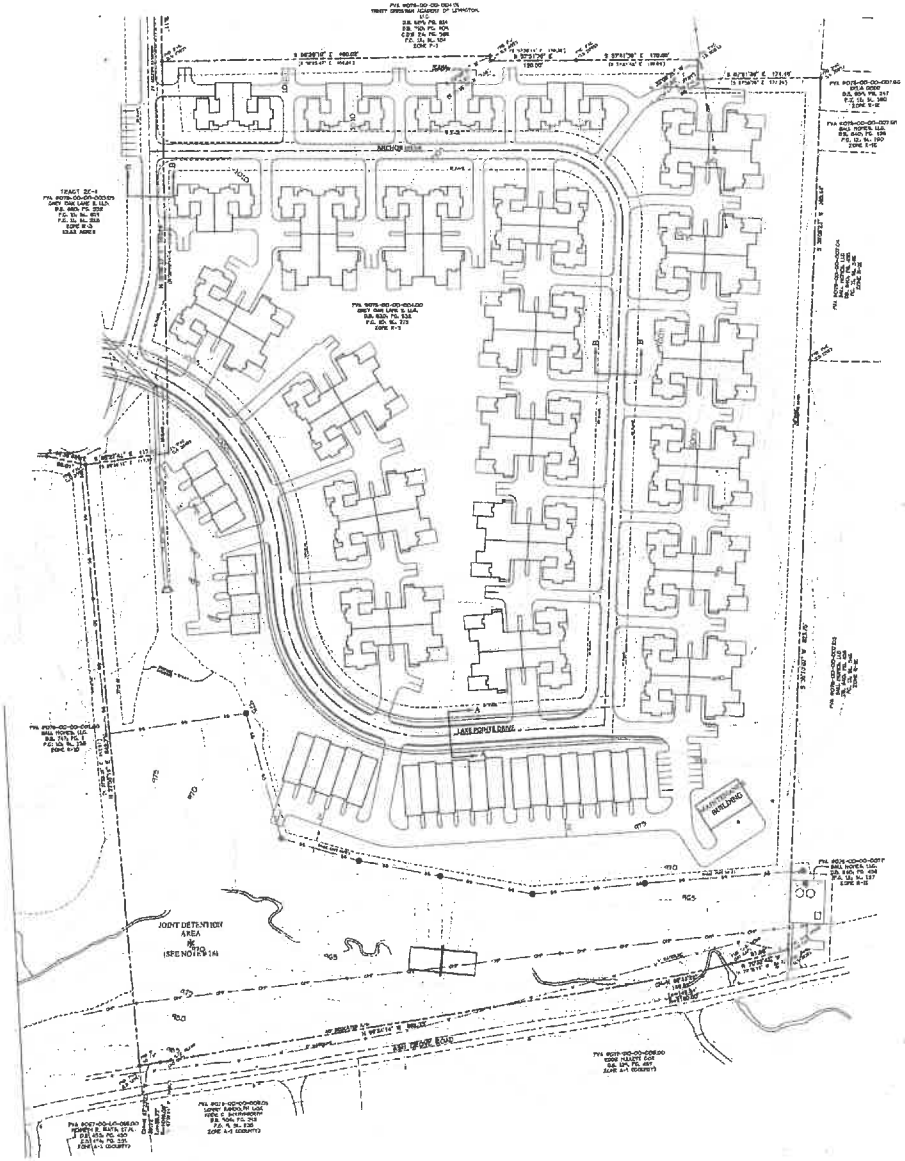
1. THIS DEVELOPMENT PLAN (DP) IS FOR PHASE 2 OF BRANNON RESERVE.
2. PRIOR TO ANY CONSTRUCTION TAKING PLACE, A PRELIMINARY PLAT, IF REQUIRED BY THE SUBDIVISION REGULATIONS, SHALL BE SUBMITTED TO, AND APPROVED BY THE PLANNING COMMISSION.
3. THIS IS A HORIZONTAL REGIME PROJECT AND AS SUCH, A PRELIMINARY PLAT IS NOT REQUIRED.
4. NO GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTURBANCES OF THE NATURAL GROUND COVER SHALL TAKE PLACE PRIOR TO APPROVAL OF AN EROSION CONTROL PLAN IN ACCORDANCE WITH ARTICLE 16 OF THE NICHOLASVILLE ZONING ORDINANCE.
5. ACCESS EASEMENTS SHOWN HEREON ARE NOT ALLEYWAYS, NOR ARE THEY TO BE PUBLICLY MAINTAINED. MAINTENANCE OF SAME SHALL BE BY AGREEMENT BETWEEN EFFECTED PROPERTY OWNERS AND/OR OTHER PRIVATE PARTIES.
6. OFF-STREET PARKING AND LOADING AREAS SHALL BE IN COMPLIANCE WITH NICHOLASVILLE ZONING ORDINANCE ARTICLE 15.
7. THE NICHOLASVILLE CITY ORDINANCE PREVENTS THE NICHOLASVILLE BOARD OF ADJUSTMENT FROM GRANTING ANY VARIANCE FROM A SUBDIVISION AND/OR LOT REQUIREMENT IMPOSED BY EITHER THE SUBDIVISION REGULATIONS OR ZONING ORDINANCES OF THE CITY OF NICHOLASVILLE IF THE VARIANCE WAS MADE NECESSARY BY THE ENFORCEMENT OF A DEED OF RESTRICTIONS EFFECTING THESE LOTS.
8. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO INSTALL AT THEIR OWN EXPENSE, WATER AND SEWER TAPS, LATERALS, METER BOXES, ETC. IN ACCORDANCE WITH APPLICABLE CITY OF NICHOLASVILLE STATE AND APPROPRIATE UTILITY PROVIDER REGULATIONS.
9. THE FINISH ELEVATION OF THE FIRST FLOOR OF A STRUCTURE WITH SANITARY SEWER SERVICE SHALL BE NOT LESS THAN 2 FEET ABOVE THE MANHOLE TOP OF THE FIRST DOWNGRADE SANITARY SEWER MANHOLE PAST THE SERVICE CONNECTION FOR THE STRUCTURE. FOR BASEMENT SERVICE, THE BASEMENT FLOOR ELEVATION SHALL BE NOT LESS THAN 2 FEET ABOVE THE MANHOLE TOP AT THE FIRST DOWNGRADE MANHOLE PAST THE SERVICE CONNECTION FOR THE STRUCTURE, AND NO SERVICE CONNECTION WILL BE PERMITTED FOR A STRUCTURE WHOSE FLOOR ELEVATION IS LESS THEN 3 FEET ABOVE THE TOP OF THE PUMP STATION WET WELL SERVING THE AREA, UNLESS THE OWNER OF THE PROPERTY HAS INSTALLED AN INDIVIDUAL SEWAGE PUMPING FACILITY AT THE STRUCTURE WITH THE ELEVATION OF THE DISCHARGE POINT MEETING THE REQUIRED DISTANCES ABOVE THE TOPS OF THE MANHOLES AND PUMP STATION WET WELLS, AND HAS EXECUTED A WAIVER AND RELEASE AND HOLD HARMLESS AGREEMENT WITH THE CITY OF NICHOLASVILLE.
10. SCREENING BETWEEN THE VEHICULAR USE AREA AND ADJOINERS TO BE COMPLETED PER APPLICABLE ZONING ORDINANCE.
11. IT IS ANTICIPATED THAT THE DEVELOPMENT IS TO OCCUR IN PHASES. EXACT CONFIGURATION TO BE DETERMINED BY MARKET DEMANDS. CHANGES TO THE FINAL DEVELOPMENT PLAN REQUIRED PLANNING COMMISSION APPROVAL. MINOR CHANGES MAY BE MADE VIA MINOR AMENDMENTS.
12. CONTOURS SHOWN HEREON REFLECT CURRENT CONDITIONS. DETAILED PROPOSED TOPOGRAPHY WILL BE INCLUDED ON CONSTRUCTION PLANS.
13. ALL INTERIOR STREETS AND STORM DRAINAGE ARE PRIVATE AND WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
14. NO BUILDING PERMIT SHALL BE ISSUED UNLESS AND UNTIL THIS FINAL DEVELOPMENT PLAN IS APPROVED BY THE PLANNING COMMISSION.
15. THE BOUNDARY SHOWN HEREON WAS DERIVED FROM DEEDS OF RECORD AND DOES NOT CONSTITUTE A RETRACEMENT SURVEY. THIS PLAN SHALL NOT BE USED FOR CONVEYANCE.
16. SUBJECT TO AN AGREEMENT BETWEEN ADJOINING PROPERTY OWNERS, BOTH THE INDICATED DETENTION AREA AND SANITARY LIFT STATION WILL SERVE NOT ONLY THE FULL DEVELOPMENT SHOWN HEREON, BUT ADDITIONAL AREAS TO THE WEST AND EAST.
17. EASEMENTS WHERE INDICATED BY NOTED EASEMENT, THE INTERIOR STORM DRAINAGE SYSTEM WILL REMAIN PRIVATE AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
18. THE INTERIOR POTABLE WATERMAINS AND FIRE HYDRANTS ARE AND SHALL REMAIN THE PROPERTY OF AND MAINTAINED BY JESSAMINE SOUTH ELKHORN WATER DISTRICT NO.1.
19. THE INTERIOR SANITARY COLLECTION MAINS AND APPURTENANCES ARE AND SHALL REMAIN THE PROPERTY OF AND MAINTAINED BY THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.
20. NO PART OF A PRINCIPAL BUILDING INCLUDING CRAWL SPACES OR BASEMENTS PROPOSED TO BE CONSTRUCTED UPON A LOT SHALL BE LOCATED LESS THAN ONE (1) FOOT ABOVE THE 100 YEAR FLOOD PLAIN ELEVATIONS TO BE SHOWN ON FINAL RECORD PLAT.)
21. NO CHANGES SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE NICHOLASVILLE PLANNING COMMISSION.
22. SILT CONTROL FACILITIES SHALL BE USED TO PREVENT OFF-SITE SILTATION AND WILL BE DETAILED IN THE GRADING, EROSION CONTROL AND SWP PLAN. SILT SHALL BE REMOVED PERIODICALLY AS REQUIRED DURING CONSTRUCTION.
23. DRAINAGE AND UTILITY EASEMENTS SHALL BE SHOWN ON THE FINAL RECORD PLATS.
24. HANDICAPS SHALL BE PROVIDED IN ACCORDANCE WITH THE USAB REQUIREMENTS AT THE ENTRANCE OF THE CLUBHOUSE.
25. WITHIN NINETY (90) DAYS OF THE PLANNING COMMISSION'S APPROVAL THE FOLLOWING STEPS SHALL BE COMPLETED, OR ELSE THE PLANNING COMMISSION'S APPROVAL BECOMES NULL AND VOID: 1) THE DEVELOPER SHALL FULLY COMPLY WITH ANY CONDITIONS OF APPROVAL PLACED ON THE FINAL DEVELOPMENT PLAN BY THE PLANNING COMMISSION; 2) THE DEVELOPMENT PLAN SHALL BE CERTIFIED BY THE PLANNING COMMISSION CHAIRPERSON IF IT IS IN CONFORMANCE WITH ALL REQUIREMENTS; AND 3) COPIES OF THE CERTIFIED DEVELOPMENT PLAN SHALL BE SUBMITTED TO THE PLANNING COMMISSION AT THE DEVELOPER'S EXPENSE.
26. SIGNAGE SHALL BE POSTED ON ANCHOR DRIVE STATING "NO PARKING ON ANCHOR DRIVE".

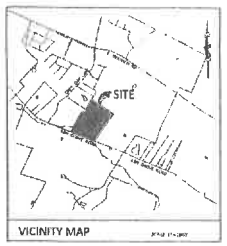
FINISH FLOOR SPACE (PER UNIT)

	UNIT A	UNIT B	UNIT C	UNIT D	UNIT E	UNIT F
1ST FLOOR	1,094 SQ. FT.	1,546 SQ. FT.	1,546 SQ. FT.	1,546 SQ. FT.	1,100 SQ. FT.	1,241 SQ. FT.
2ND FLOOR	1,040 SQ. FT.	340 SQ. FT.	340 SQ. FT.	340 SQ. FT.	1,300 SQ. FT.	1,101 SQ. FT.
TOTAL	2,434 SQ. FT.	2,416 SQ. FT.	2,416 SQ. FT.	2,416 SQ. FT.	2,200 SQ. FT.	2,577 SQ. FT.
GARAGE	330 SQ. FT.	330 SQ. FT.	330 SQ. FT.	330 SQ. FT.	637 SQ. FT.	721 SQ. FT.

LEGEND

- PROPERTY LINE
- PARKING UNITS
- CENTERLINE
- SETBACK LINE
- ZONE LINE
- SS — SANITARY SEWER LINE
- SEWER SEWER LINE
- E — CONDUIT (ELECTRIC, TELEPHONE + CABLE)
- WATER LINE
- EXISTING CONTOUR
- SANITARY SEWER LATERAL
- SANITARY SEWER MANHOLE
- SEWER HEADWALL





OWNER'S CERTIFICATION

I DO HEREBY CERTIFY THAT I AM THE ONLY OWNER OF THE PROPERTY SHOWN HEREON, DO FULLY AGREE TO ALL GRAPHIC AND TEXTURAL REPRESENTATION SHOWN HEREON, AND DO ADOPT THIS AS MY DEVELOPMENT PLAN FOR THE PROPERTY. THIS CERTIFICATION IS BINDING ON HEIRS, ASSIGNS, OR SUCCESSORS IN TITLE.

OWNER - GREY OAK LANE 2, LLC — DATE

WITNESS

PLANNING COMMISSION'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS APPROVED BY THE NICHOLASVILLE PLANNING COMMISSION AT ITS MEETING HELD ON

March 25, 2014

CHAIR — DATE

SITE STATISTICS

ZONE: R-3
NO. OF UNITS: 1
TOTAL AREA: 28.54 ACRES

MINIMUM SETBACKS
FRONT YARD: 25 FEET
SIDE YARD: 6 FEET
REAR YARD: 25 FEET

PARKING STATISTICS

CALL UNITS ON THIS PLAN ARE 2 BEDROOM FLOOR PLANS WHICH REQUIRE 2 SPACES/UNIT

NO. OF RESIDENTIAL UNITS: 105 UNITS
PARKING REQUIRED: 2 PER UNIT= 210 SPACES
PARKING PROVIDED: 276 SPACES

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDMENT IS TO AMEND PRIOR APPROVED DEVELOPMENT PLANS FOR BRANNON RESERVE PHASE 2.

AMENDED
FINAL DEVELOPMENT PLAN

BRANNON RESERVE PHASE 2

C/K/A: NOLAND PROPERTY, TRACT 2E-E + A PORTION OF SMITSON / COX PROPERTY
GREY OAK LANE + ASH GROVE ROAD
NICHOLASVILLE, KENTUCKY

OWNER/DEVELOPER
GREY OAK LANE 2, LLC
3400 HARRODSBURG ROAD
NICHOLASVILLE, KY. 40356

DEED BOOK 880, PAGE 532
PLAT CABINET 10, SLIDE 275

HORNE ENGINEERING, INC.
ENGINEERS • PLANNERS • LAND SURVEYORS
316 SOUTH MAIN STREET • NICHOLASVILLE, KY 40356
PHONE: (859) 885-9461

SCALE: 1" = 80' DWG: XX DRG: DWG NO: 14-03-BRN2
DATE: 2-3-2014 CAD ID: YDH
FILE: O:\ECDWG\WORKPRT\PHASE 2\WORKPRT_DEV_PLAN AMENDED.DWG

THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER.

CONSTRUCTION PLANS

BRANNON RESERVE - PHASE 2

GREY OAK LANE
NICHOLASVILLE, KENTUCKY 40356

PROJECT # 3987
SEWER # 4252

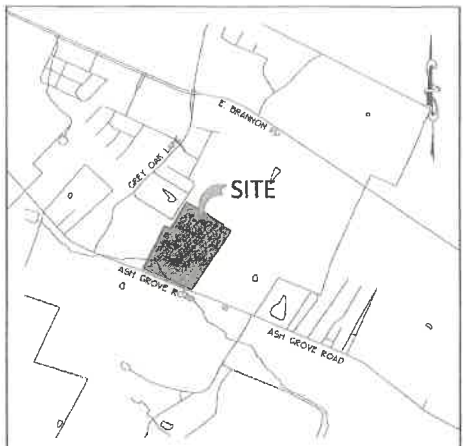
JULY 2024

SOURCE OF CONTROL

HORIZONTAL: NORTH IS ROTATED TO A BEARING OF S 31°38'45" W, MEASURED BEARING & DISTANCE BETWEEN TWO SURVEYED IRON PINS #22 AND #12. ORIGINAL CALCULATED BEARING BEING S 81°38'32" W, WHICH WAS DERIVED FROM THE "RETRACEMENT MINOR CONSOLIDATION NON-BUILDABLE PLAT OF NOLAND PROPERTY, NICHOLASVILLE, KENTUCKY" LODGED IN PLAT CABINET 10, SLIDE 135 OF THE JESSAMINE COUNTY CLERK'S OFFICE.

(SEE SHEET #5 FOR SITE CONTROL COORDINATES)

VERTICAL: NAVD 88



VICINITY MAP SCALE: 1" = 2000'

B.U.D. CALL 811 OR 1-800-752-8007 FOR BURIED UTILITY LOCATIONS

KENTUCKY UNDERGROUND PROTECTION INC. KENTUCKY STATE LAW REQUIRES CONTRACTORS TO CALL 2 BUSINESS DAYS PRIOR TO DIGGING. CALL 1-800-752-8007 FOR A LOCATOR REQUEST. ANY ORGANIZATIONS THAT ARE NOT A PART OF KUP INC. SHALL BE CONTACTED INDIVIDUALLY.

UTILITY PROVIDERS

GAS
DELTA NATURAL GAS COMPANY, INC.
501 ETTER DRIVE
NICHOLASVILLE, KY. 40356
(859) 885-4141

ELECTRIC
BLUEGRASS ENERGY
1201 LEXINGTON ROAD
NICHOLASVILLE, KY 40356
(859)-885-4191

WATER
JESSAMINE COUNTY WATER DISTRICT NO. 1
2225 LEXINGTON ROAD
NICHOLASVILLE, KY. 40356
(859) 885-5914

SANITARY SEWER
JESSAMINE SOUTH-ELKHORN WATER DISTRICT
802 SOUTH MAIN STREET
NICHOLASVILLE, KY. 40356
(859) 881-0589

TELEPHONE
WINDSTREAM
130 W, NEW CIRCLE ROAD, SUITE 170
LEXINGTON, KY. 40505
(859) 357-6250

CABLE
TIME WARNER CABLE
220 EDGEWOOD DRIVE
NICHOLASVILLE, KY. 40356
(859) 305-6000

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THESE DESIGN CONSTRUCTION PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.

L. CHRISTOPHER HORNE, PE 8/23/24
DESIGN ENGINEER - L. CHRISTOPHER HORNE P. E. # 19308 KY DATE

STATE OF KENTUCKY L. CHRISTOPHER HORNE 19308 LICENSED PROFESSIONAL ENGINEER

These construction plans were accepted for construction by the City on August 23, 2024.

Brian Claar, Nicholasville City Engineer

OWNER/ DEVELOPER:
GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
NICHOLASVILLE, KENTUCKY 40356

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HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
216 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356
(859) 885-9441 FAX (859) 885-5160

Group Ex Bic

UTILITY PROVIDERS

GAS
DELTA NATURAL GAS COMPANY, INC.
601 ELTER DRIVE
NICHOLASVILLE, KY. 40356
(859) 885-4161

ELECTRIC
BLUEGRASS ENERGY
1201 LEXINGTON ROAD
NICHOLASVILLE, KY. 40356
(859)-885-4191

WATER
JESSAMINE COUNTY WATER DISTRICT NO. 1
2338 LEXINGTON ROAD
NICHOLASVILLE, KY. 40356
(859) 885-4154

SANITARY SEWER
JESSAMINE SOUTH-ELKHORN WATER DISTRICT
806 SOUTH MAIN STREET
NICHOLASVILLE, KY. 40356
(859) 881-0984

TELEPHONE
WINDSTREAM
130 W. NEW CIRCLE ROAD, SUITE 170
LEXINGTON, KY. 40505
(859) 367-4250

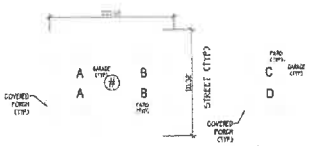
CABLE
THE WARNER CABLE
230 EDGEWOOD DRIVE
NICHOLASVILLE, KY. 40356
(859) 308-4000

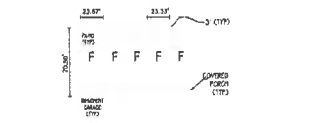
U.U.D.
CALL 1-82 PRIOR
YOU DIG
TO MARK LOCATIONS

KENTUCKY UNDERGROUND PROTECTION INC
KENTUCKY STATE LAW REQUIRES CONTRACTORS TO CALL 2 BUSINESS DAYS PRIOR TO DIGGING
CALL 1-800-752-6007 FOR A LOCATION REQUEST
ANY ORGANIZATIONS THAT ARE NOT A PART OF KUP INC. SHALL BE CONTACTED INDIVIDUALLY.

OFF-STREET PARKING NOTE

CONFIGURATION OF PARKING AND DRIVEWAYS WILL VARY BETWEEN THE DIFFERENT UNITS, HOWEVER AT LEAST TWO (2) OFF-STREET PARKING SPACES SHALL BE PROVIDED FOR EACH UNIT.





DEVELOPMENT PLAN NOTES:

1. THIS DEVELOPMENT PLAN (DP) IS FOR PHASE 2 OF BRANNON RESERVE.
2. PRIOR TO ANY CONSTRUCTION TAKING PLACE, A PRELIMINARY PLAT, IF REQUIRED BY THE SUBDIVISION REGULATIONS, SHALL BE SUBMITTED TO, AND APPROVED BY THE PLANNING COMMISSION.
3. THIS IS A HORIZONTAL REGIME PROJECT AND AS SUCH, A PRELIMINARY PLAT IS NOT REQUIRED.
4. NO GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTURBANCES OF THE NATURAL GROUND COVER SHALL TAKE PLACE PRIOR TO APPROVAL OF AN EROSION CONTROL PLAN IN ACCORDANCE WITH ARTICLE 16 OF THE NICHOLASVILLE ZONING ORDINANCE.
5. ACCESS EASEMENTS SHOWN HEREON ARE NOT ALLEYWAYS, NOR ARE THEY TO BE PUBLICLY MAINTAINED. MAINTENANCE OF SAME SHALL BE BY AGREEMENT BETWEEN EFFECTED PROPERTY OWNERS AND/OR OTHER PRIVATE PARTIES.
6. OFF-STREET PARKING AND LOADING AREAS SHALL BE IN COMPLIANCE WITH NICHOLASVILLE ZONING ORDINANCE, ARTICLE 9.
7. THE NICHOLASVILLE CITY ORDINANCE PREVENTS THE NICHOLASVILLE BOARD OF ADJUSTMENT FROM GRANTING ANY VARIANCE FROM A SUBDIVISION AND/OR LOT REQUIREMENT IMPOSED BY EITHER THE SUBDIVISION REGULATIONS OR ZONING ORDINANCES OF THE CITY OF NICHOLASVILLE IF THE VARIANCE WAS MADE NECESSARY BY THE ENFORCEMENT OF A DEED OF RESTRICTIONS EFFECTING THESE LOTS.
8. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER'S TO INSTALL AT THEIR OWN EXPENSE, WATER AND SEWER TAPS, LATERALS, FEEDER MAINS, ETC. IN ACCORDANCE WITH APPLICABLE CITY OF NICHOLASVILLE, STATE AND APPROPRIATE UTILITY PROVIDER REGULATIONS.
9. THE FLOOR ELEVATION OF THE FIRST FLOOR OF A STRUCTURE WITH SANITARY SEWER SERVICE SHALL BE NO LESS THAN 2 FEET ABOVE THE MANHOLE TOP OF THE FIRST DOWNGRADE SANITARY SEWER MANHOLE PAST THE SERVICE CONNECTION FOR THE STRUCTURE. FOR BASEMENT SERVICE, THE BASEMENT FLOOR ELEVATION SHALL BE NOT LESS THAN 2 FEET ABOVE THE MANHOLE TOP AT THE FIRST DOWNGRADE MANHOLE PAST THE SERVICE CONNECTION FOR THE STRUCTURE, AND NO SEWAGE CONNECTION WILL BE PERMITTED FOR A STRUCTURE WHOSE FLOOR ELEVATION IS LESS THEN 2 FEET ABOVE THE TOP OF THE PUMP STATION WET WELL SERVING THE AREA, UNLESS THE OWNER OF THE PROPERTY HAS INSTALLED AN INDIVIDUAL SEWAGE PUMPING FACILITY AT THE STRUCTURE WITH THE ELEVATION OF THE DISCHARGE POINT MEETING THE REQUIRED DISTANCES ABOVE THE TOPS OF THE MANHOLES AND PUMP STATION WET WELLS, AND HAS EXECUTED A WAIVER AND RELEASE AND HOLD HARMLESS AGREEMENT WITH THE CITY OF NICHOLASVILLE.
10. SCREENING BETWEEN THE VEHICULAR USE AREA AND ADJOINERS TO BE COMPLETED PER APPLICABLE ZONING ORDINANCES.
11. IT IS ANTICIPATED THAT THE DEVELOPMENT IS TO OCCUR IN PHASES. EXACT CONFIGURATION TO BE DETERMINED BY MARKET DEMANDS. CHANGES TO THE FINAL DEVELOPMENT PLAN REQUIRES PLANNING COMMISSION APPROVAL. MINOR CHANGES MAY BE MADE VIA MINOR AMENDMENTS.
12. CONTOURS SHOWN HEREON REFLECT CURRENT CONDITIONS. DETAILED PROPOSED TOPOGRAPHY WILL BE NEGLIGED ON CONSTRUCTION PLANS.
13. ALL INTERIOR STREETS AND STORM DRAINAGE ARE PRIVATE AND WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
14. NO BUILDING PERMIT SHALL BE ISSUED UNLESS AND UNTIL THIS FINAL DEVELOPMENT PLAN IS APPROVED BY THE PLANNING COMMISSION.
15. THE BOUNDARY SHOWN HEREON WAS DERIVED FROM DEEDS OF RECORD AND DOES NOT CONSTITUTE A RETRACEMENT SURVEY. THIS PLAN SHALL NOT BE USED FOR CONVEYANCE.
16. SUBJECT TO AN AGREEMENT BETWEEN ADJOINING PROPERTY OWNERS. BOTH THE INDICATED DETENTION AREA AND SANITARY LIFT STATION WILL SERVE NOT ONLY THE FULL DEVELOPMENT SHOWN HEREON, BUT ADDITIONAL AREAS TO THE WEST AND EAST.
17. EXCEPT WHERE INDICATED BY NOTED EASEMENT, THE INTERIOR STORM DRAINAGE SYSTEM WILL REMAIN PRIVATE AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
18. THE INTERIOR POTABLE WATERMAINS AND FIRE HYDRANTS ARE AND SHALL REMAIN THE PROPERTY OF AND MAINTAINED BY JESSAMINE COUNTY WATER DISTRICT NO.1.
19. THE INTERIOR SANITARY COLLECTION MAINS AND APPURTENANCES ARE AND SHALL REMAIN THE PROPERTY OF AND MAINTAINED BY THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.
20. NO PART OF A PRINCIPAL BUILDING INCLUDING CRAWL SPACES OR BASEMENTS PROPOSED TO BE CONSTRUCTED UPON A LOT SHALL BE LOCATED LESS THAN ONE (1) FOOT ABOVE THE 100 YEAR FLOOD PLAIN ELEVATIONS TO BE SHOWN ON FINAL RECORD PLATS.
21. NO CHANGES SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE NICHOLASVILLE PLANNING COMMISSION.
22. SILT CONTROL FACILITIES SHALL BE USED TO PREVENT OFF-SITE SILTATION AND WILL BE DETAILED IN THE GRADING, EROSION CONTROL AND SWP PLAN. SILT SHALL BE REMOVED PERIODICALLY AS REQUIRED DURING CONSTRUCTION.
23. DRAINAGE AND UTILITY EASEMENTS SHALL BE SHOWN ON THE FINAL RECORD PLATS.
24. MAILBOXES SHALL BE PROVIDED IN ACCORDANCE WITH THE USPS REQUIREMENTS AT THE ENTRANCE OF THE CLUBHOUSE.
25. WITHIN NINETY (90) DAYS OF THE PLANNING COMMISSION'S APPROVAL, THE FOLLOWING STEPS SHALL BE COMPLETED, OR ELSE THE PLANNING COMMISSION'S APPROVAL BECOMES NULL AND VOID: 1) THE DEVELOPER SHALL FULLY COMPLY WITH ANY CONDITIONS OF APPROVAL PLACED ON THE FINAL DEVELOPMENT PLAN BY THE PLANNING COMMISSION, 2) THE DEVELOPMENT PLAN SHALL BE CERTIFIED BY THE PLANNING COMMISSION CHAIRPERSON, IF IT IS IN CONFORMANCE WITH ALL REQUIREMENTS. FIVE (5) COPIES OF THE CERTIFIED DEVELOPMENT PLAN SHALL BE SUBMITTED TO THE PLANNING COMMISSION AT THE DEVELOPER'S EXPENSE.
26. SIGNAGE SHALL BE POSTED ON ANCHOR DRIVE STATING "NO PARKING ON ANCHOR DRIVE".

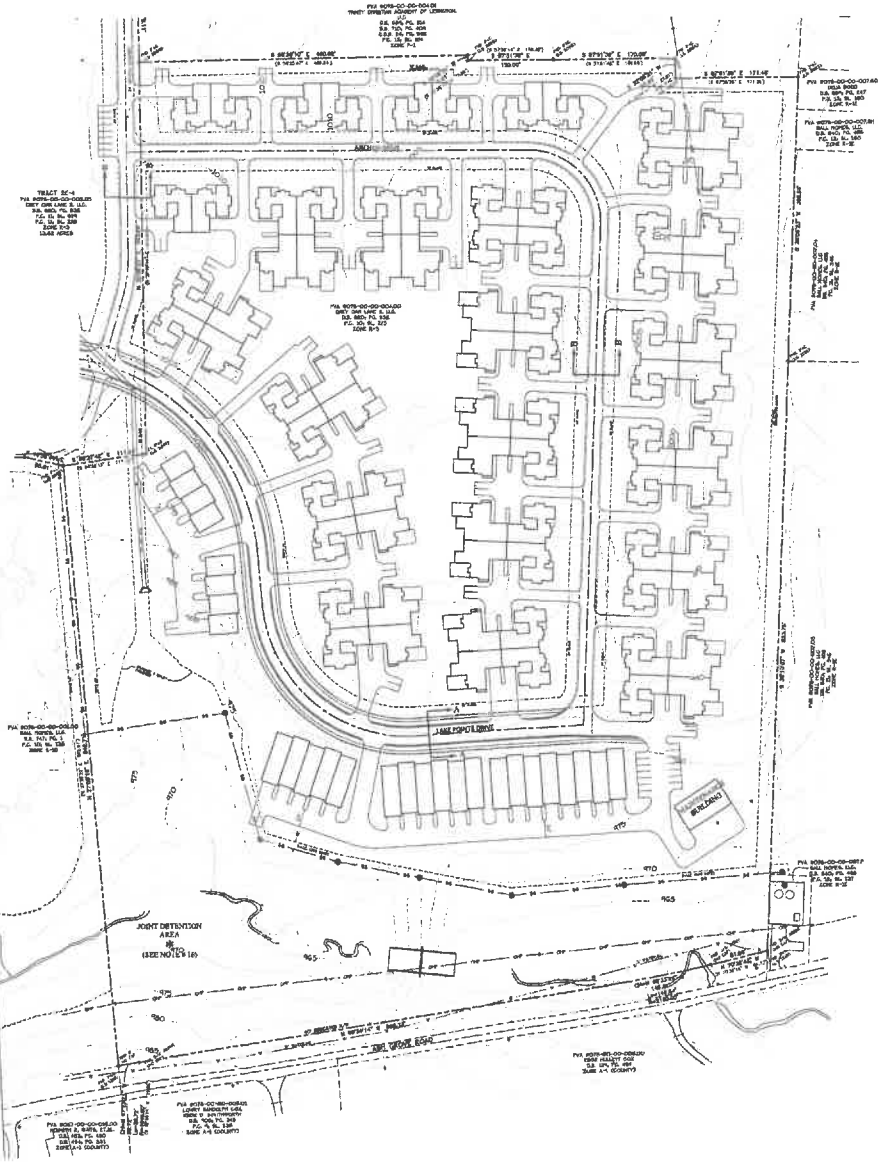
FINISH FLOOR SPACE (PER UNIT)

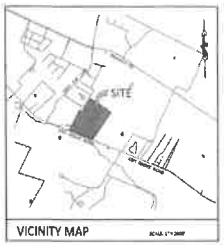
	UNIT A	UNIT B	UNIT C	UNIT D	UNIT E	UNIT F
1ST FLOOR	1,554 SQ. FT.	1,946 SQ. FT.	1,946 SQ. FT.	1,946 SQ. FT.	1,300 SQ. FT.	1,241 SQ. FT.
2ND FLOOR	340 SQ. FT.	340 SQ. FT.	340 SQ. FT.	340 SQ. FT.	1,100 SQ. FT.	1,184 SQ. FT.
TOTAL	2,424 SQ. FT.	2,416 SQ. FT.	2,416 SQ. FT.	2,416 SQ. FT.	2,200 SQ. FT.	2,577 SQ. FT.
GARAGE	330 SQ. FT.	330 SQ. FT.	330 SQ. FT.	330 SQ. FT.	637 SQ. FT.	751 SQ. FT.

LEGEND

- PROPERTY LINE
- PHASING LINES
- CENTERLINE
- SETBACK LINE
- ZONE LINE
- SS — SANITARY SEWER LINE
- STORM — STORM SEWER LINE
- E — CONDUIT (ELECTRIC, TELEPHONE + CABLE)
- W — WATER LINE
- EXISTING CONTOUR
- SANITARY SEWER LATERAL
- SANITARY SEWER MANHOLE
- STORM SEWER HEADWALL

GRAPHIC SCALE: 1" = 80'
0 80 160 240





OWNER'S CERTIFICATION

I DO HEREBY CERTIFY THAT I AM THE ONLY OWNER OF THE PROPERTY SHOWN HEREON, DO FULLY AGREE TO ALL GRAPHIC AND TEXTURAL REPRESENTATION SHOWN HEREON, AND DO ADOPT THIS AS MY DEVELOPMENT PLAN FOR THE PROPERTY. THIS CERTIFICATION IS BINDING ON HEIRS, ASSIGNS, OR SUCCESSORS IN TITLE.

OWNER - GREY OAK LANE 2, LLC — DATE

WITNESS

PLANNING COMMISSION'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS APPROVED BY THE NICHOLASVILLE PLANNING COMMISSION AT ITS MEETING HELD ON MARCH 25, 2024.

SIGNATURE — DATE

SITE STATISTICS

ZONE: R-3
NO. OF LOTS= 1
TOTAL AREA: 28.54 ACRES

MINIMUM SETBACKS
FRONT YARD= 25 FEET
SIDE YARD= 6 FEET
REAR YARD= 25 FEET

PARKING STATISTICS

CALL UNITS ON THIS PLAN ARE 2 BEDROOM FLOORPLANS WHICH REQUIRE 2 SPACES/UNIT)

NO. OF RESIDENTIAL UNITS= 103 UNITS
PARKING REQUIRED= 2 PER UNIT= 210 SPACES
PARKING PROVIDED= 276 SPACES

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDMENT IS TO AMEND PRIOR APPROVED DEVELOPMENT PLANS FOR BRANNON RESERVE PHASE 2.

AMENDED
FINAL DEVELOPMENT PLAN

BRANNON RESERVE PHASE 2

(F.K.A. NOLAND PROPERTY, TRACT 2C-4 + A PORTION OF SPITSON / COX PROPERTY)
GREY OAK LANE + ASH GROVE ROAD
NICHOLASVILLE, KENTUCKY

OWNER/DEVELOPER
GREY OAK LANE 2, LLC
5600 HARRODSBURG ROAD
NICHOLASVILLE, KY. 40326
DEED BOOK 862; PAGE 532
PLAT CABINET LO; SLIDE 275

HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
216 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356
PHONE: (859) 885-9441

SCALE: 1" = 80' DWG. NO: CDE DWG. NO: 24-08-08987
DATE: 2-5-2024 CED. BY: LCH
FILE: G:\ACCESS\WORK\W08987\PHASE 2\WO8987_DEV_PLAN AMENDED.DWG

THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER.

GENERAL CONDITIONS

THE "OWNER" IN THE GENERAL NOTES SHALL REFER TO GREY OAK LANE, LLC.

REFER TO THE GENERAL SPECIFICATIONS FOR THE CONSTRUCTION OF WATER FACILITIES, SEWERAGE FACILITIES, STREETS, AND STORM DRAINAGE FACILITIES, NICHOLASVILLE, KENTUCKY FOR MATERIALS INSTALLATION METHODS, TESTING PROCEDURES, AND INSPECTION REQUIREMENTS.

ANY CHANGES FROM THE APPROVED PLANS SHALL BE SUBMITTED IN WRITING TO AND APPROVED BY THE NICHOLASVILLE PLANNING COMMISSION, THE JESSAMINE SOUTH ELKHORN WATER DISTRICT OR JESSAMINE COUNTY WATER DISTRICT NO. 1. AS APPLICABLE, PRIOR TO THE WORK BEING DONE.

PRIOR TO THE MOBILIZATION OF EQUIPMENT, A PRECONSTRUCTION CONFERENCE SHALL BE HELD ON SITE ATTENDED BY THE CONTRACTOR, THE ENGINEER, THE OWNER, THE NICHOLASVILLE PLANNING COMMISSION, THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND JESSAMINE COUNTY WATER DISTRICT NO. 1.

WITHIN 10 DAYS FOLLOWING THE PRECONSTRUCTION CONFERENCE, A PROJECT SCHEDULE SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER, THE NICHOLASVILLE PLANNING COMMISSION, THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND JESSAMINE COUNTY WATER DISTRICT NO. 1.

PRIOR TO MOBILIZATION, THE CONTRACTOR SHALL ERECT A PROJECT SIGN INDICATING THE CONTRACTOR, THE ENGINEER AND THE OWNER. THE SIGN FORMAT SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ERECTION.

UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES.

DURING THE PROGRESS OF THE WORK, THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIALS, RUBBISH AND OTHER DEBRIS RESULTING FROM THE WORK.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL WASTE MATERIAL, RUBBISH AND DEBRIS FROM AND ABOUT THE PREMISES AS WELL AS ALL TOOLS, APPLIANCES, CONSTRUCTION EQUIPMENT AND MACHINERY AND SURPLUS MATERIALS, AND SHALL LEAVE THE SITE CLEAN AND READY FOR OCCUPANCY BY THE OWNER.

THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN, IN A SANITARY CONDITION, SANITARY FACILITIES FOR HIS EMPLOYEES AND SUBCONTRACTORS. AT THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY AND PROPERLY REMOVE THESE SANITARY FACILITIES.

SUBMITTALS

THE CONTRACTOR SHALL PROVIDE MATERIAL CERTIFICATIONS FOR ALL MATERIALS USED ON THE PROJECT INCLUDING STORM SEWERS, SANITARY SEWERS, PRECAST STRUCTURES, DENSE GRADED AGGREGATE, BITUMINOUS PAVEMENT AND UNREINFORCED CONCRETE.

THE CONTRACTOR SHALL, WHERE APPLICABLE, PROVIDE SHOP DRAWINGS FOR MATERIALS USED ON THE PROJECT. SIX COPIES OF THE SHOP DRAWINGS SHALL BE FORWARDED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING.

THE ENGINEER SHALL FORWARD SHOP DRAWINGS TO THE JESSAMINE SOUTH ELKHORN WATER DISTRICT, CITY OF NICHOLASVILLE, OR THE JESSAMINE COUNTY WATER DISTRICT NO. 1, AS APPLICABLE.

THE CONTRACTOR SHALL RECORD THE SIZE, LOCATION, LENGTH, AND DEPTH OF ALL STORM, SANITARY, AND WATER SERVICES INSTALLED BY HIM UPON A SET OF DRAWINGS SUPPLIED TO HIM SPECIFICALLY FOR THIS PURPOSE BY THE ENGINEER. THE DRAWING SHALL BE RETURNED TO THE ENGINEER WHEN ALL INFRASTRUCTURES HAVE BEEN INSTALLED.

STANDARDS OF CONSTRUCTION

CITY OF NICHOLASVILLE, JESSAMINE COUNTY WATER DISTRICT NO.1, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, JESSAMINE SOUTH ELKHORN WATER DISTRICT AND KENTUCKY DEPARTMENT OF HIGHWAYS SPECIFICATIONS, ALL LATEST EDITIONS SHALL APPLY TO THE WORK DESCRIBED WITHIN THESE PLAN DOCUMENTS UNLESS SPECIFICALLY DIRECTED BY NOTE OTHERWISE.

UTILITY LOCATIONS/BEFORE YOU DIG

THE CONTRACTOR IS ADVISED THAT UTILITY LOCATIONS SHOWN WITHIN THESE PLAN DOCUMENTS ARE APPROXIMATE AND NEED TO BE VERIFIED PRIOR TO BEGINNING WORK. THE ULTIMATE RESPONSIBILITY FOR UNDERGROUND UTILITY LOCATIONS IS THE CONTRACTOR'S.

THE CONTRACTOR IS ADVISED THAT HE SHALL CALL 1-800-752-6007, TOLL FREE, A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL USE ALL POSSIBLE CARE IN EXCAVATING ON THE PROJECT TO AVOID DAMAGE TO EXISTING UTILITIES, WHETHER OR NOT THE UTILITIES ARE OR ARE NOT LOCATED ON THE PLANS. EXISTING UTILITIES AND LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND RESTORATION OF ALL UTILITIES.

CONSTRUCTION LAYOUT

CONSTRUCTION STAKING TO BE PROVIDED BY THE OWNER.

EXCAVATION

ALL EXCAVATION FOR THE PROJECT WHETHER TRENCH OR MASS SHALL BE CONSIDERED AS UNCLASSIFIED. CONTRACTOR SHALL TAKE ALL STEPS, INVESTIGATIONS, AND PROCEDURES HE DEEMS NECESSARY TO SATISFY HIMSELF OF LOCATION, TYPE, AND QUANTITY OF ROCK MATERIAL TO BE ENCOUNTERED.

ROCK EXCAVATION

SHOULD ROCK REMOVAL BE PERFORMED BY BLASTING, THE CONTRACTOR SHALL PERFORM ALL OPERATIONS IN STRICT CONFORMANCE WITH ALL APPLICABLE LAWS.

CLEARING, GRUBBING AND REMOVAL

PRIOR TO COMMENCEMENT OF CLEARING, GRUBBING AND REMOVALS, ANY AREAS DESIGNATED ON THE PLANS AS "TREE PRESERVATION AREAS" OR "DO NOT DISTURB AREAS" SHALL BE DESIGNATED WITH ORANGE SAFETY FENCE OR SECURITY TAPE AS DIRECTED BY THE ENGINEER.

THE ENTIRE AREA WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEARED OF ALL WEEDS, BRUSH, BRIARS, TREES, STUMPS, AND OTHER PROTRUDING OBSTRUCTIONS NOT DESIGNATED TO REMAIN, EXCEPT WITHIN AREAS THE ENGINEER MAY DESIGNATE TO REMAIN UNDISTURBED.

ALL BUSHES, TREES, ROOTS AND STUMPS WITHIN THE CONSTRUCTION LIMITS SHALL BE GRUBBED EXCEPT UNDISTURBED STUMPS, ROOTS AND NONPERISHABLE SOLID OBJECTS WHICH WILL BE A MINIMUM OF THREE FEET BELOW THE SUBGRADE OR EMBANKMENT FOUNDATION.

GEOTECHNICAL NOTES

ALL TOPSOIL AND ORGANIC MATERIAL SHALL BE REMOVED WITHIN THE LIMITS OF ANY PROPOSED CONSTRUCTION ACTIVITIES, PROOF ROLL THE EXPOSED SURFACE OF ANY ANTICIPATED FILL AREA AND OR PAVEMENT AREA TO DETERMINE IF ANY UNSTABLE SOIL CONDITIONS EXIST.

EQUIPMENT USED FOR PROOF ROLLING SHALL BE A LOADED PNEUMATIC TIRED VEHICLE SUCH AS A DUAL AXLE DUMP TRUCK WITH A MINIMUM GROSS WEIGHT OF 37 TONS.

IF ANY UNSTABLE AREAS ARE EXPOSED BY PROOF ROLLING, THOSE AREAS SHALL BE UNDERCUT AND REPLACED WITH PROPERLY COMPACTED MATERIAL.

SOILS PLACED AS FILL OR BACKFILL WITHIN THE PROPOSED SITE SHALL BE COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY AT A MOISTURE CONTENT WITHIN -4 TO +2 PERCENT OF OPTIMUM.

A SHEEPSFOOT ROLLER SHALL BE USED TO COMPACT COHESIVE FILL MATERIAL AND A SMOOTH DRUM VIBRATORY ROLLER USED FOR GRANULAR SOILS. A HAND WHACKER OR VIBRATORY PLATE SHALL BE USED TO COMPACT BACKFILL ADJACENT TO FOUNDATIONS AND UTILITY TRENCH BACKFILLS.

SHOT ROCK OR MECHANICALLY EXCAVATED ROCK MAY BE USED FOR TRENCH FILL MATERIAL AS LONG AS THE LARGEST DIMENSION IN ANY DIRECTION OF THE ROCK FRAGMENT DOES NOT EXCEED 8 INCHES. LIFT THICKNESSES SHALL NOT EXCEED 12 INCHES.

EVALUATION OF ROCK FILL PLACEMENT AND THE INTEGRITY OF THE ROCK FILL SHALL BE DETERMINED BY VISUAL INSPECTION OF THE PLACEMENT PROCEDURES BY A QUALIFIED TECHNICIAN WORKING UNDER THE SUPERVISION OF A PROFESSIONAL GEOTECHNICAL ENGINEER.

THE USE OF A SOIL/SHOT ROCK MIXTURE WITH MORE THAN 20 PERCENT SOIL FOR FILL CONSTRUCTION SHALL BE LIMITED TO NONSTRUCTURAL AREAS OF THE SITE.

SOIL USED FOR STRUCTURAL FILL SHALL BE PLACED IN LAYERS NO GREATER THAN 18 INCHES IN LOOSE THICKNESS AND COMPACTED TO THE LIMITS PREVIOUSLY MENTIONED.

IN AREAS WHERE THE DENSITY IS ACHIEVED THROUGH THE USE OF HAND OPERATED EQUIPMENT, LOOSE LIFT THICKNESS SHALL NOT EXCEED 8 INCHES.

TESTS FOR THE DEGREE OF COMPACTION FOR SOIL SHALL BE MADE ON EACH LAYER BEFORE PLACEMENT OF THE NEXT LAYER.

ALL TESTING OF EMBANKMENT OR BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE GEOTECHNICAL FIRM TO INSURE THAT ALL EMBANKMENT OR BACKFILL IS TESTED AND MEETS THE REQUIREMENTS OF THESE STANDARDS AND SPECIFICATIONS.

IF SINKHOLES ARE FOUND PRIOR TO OR DURING CONSTRUCTION, ALL CONSTRUCTION ACTIVITIES IN THE SINKHOLE VICINITY SHALL CEASE AND THE ENGINEER OF RECORD NOTIFIED. CONSTRUCTION ACTIVITIES NEAR THE SINKHOLE SHALL NOT RESUME UNTIL DIRECTED SO BY THE ENGINEER.

EXCAVATION

EXCAVATION SHALL INCLUDE THE REMOVAL AND DISPOSAL OF MISCELLANEOUS STRUCTURES REMOVED FROM WITHIN THE CONSTRUCTION LIMITS SUCH AS, BUT NOT LIMITED TO, ALL TYPES OF PAVEMENT AND PAVEMENT BASES, WHETHER RIGID OR FLEXIBLE, SIDEWALK, CURBS AND GUTTERS, CONDUITS THAT HAVE NO SALVAGE VALUE, SUCH AS DRAINAGE PIPES, SANITARY SEWER PIPE WATERLINES, AND OTHER UNSERVICEABLE UTILITY LINES.

THE PLANS MAY, OR MAY NOT, INDICATE THE EXACT LOCATIONS OF THE VARIOUS TYPES AND QUANTITIES OF THESE MISCELLANEOUS ITEMS TO BE REMOVED AND DISPOSED OF. HOWEVER, IT IS THE INTENT OF THESE SPECIFICATIONS THAT THE REMOVAL OF ANY SUCH ITEMS THAT FALL WITHIN THE LIMITS OF CONSTRUCTION SHALL BE CONSIDERED UNCLASSIFIED.

EXCEPT AS OTHERWISE SPECIFICALLY STATED, EXCAVATION SHALL INCLUDE INLET AND OUTLET DITCHES, REGARDLESS OF THE CLASSIFICATION OF THE MATERIAL ENCOUNTERED.

WITHOUT REGARD TO THE MATERIALS ENCOUNTERED, ALL EXCAVATION SHALL BE UNCLASSIFIED. IT SHALL BE DISTINCTLY UNDERSTOOD THAT ANY REFERENCE TO ROCK, EARTH OR ANY OTHER MATERIAL ON THE PLANS OR CROSS SECTIONS, WHETHER IN NUMBERS, WORDS, LETTERS, OR LINES IS SOLELY FOR INFORMATION AND SHALL NOT BE TAKEN AS AN INDICATION OF CLASSIFIED EXCAVATION OR THE QUANTITY OF ROCK, EARTH OR OTHER MATERIAL INVOLVED.

THE CONTRACTOR SHALL DRAW HIS OWN CONCLUSIONS AS TO THE CONDITIONS TO BE ENCOUNTERED. THE OWNER OR THE ENGINEER DOES NOT GIVE ANY GUARANTEE AS TO THE ACCURACY OF THE DATA AND NO CLAIM WILL BE CONSIDERED FOR ADDITIONAL COMPENSATION WHEN THE MATERIALS ENCOUNTERED ARE NOT IN ACCORD WITH THE CLASSIFICATION SHOWN.

GEOLOGICAL FEATURES MAY BE PRESENT ON THIS PROPERTY. THESE FEATURES, IF IDENTIFIED WILL BE THOROUGHLY SURVEYED AND TESTED BY A GEOTECHNICAL ENGINEERING FIRM, ANY RECOMMENDATIONS FOR THESE AREAS WILL BE ADDRESSED WITH REVISIONS TO THE CONSTRUCTION PLANS.

ALL SUITABLE MATERIAL REMOVED FROM THE EXCAVATION SHALL BE USED, IN SO FAR AS PRACTICAL, IN THE FORMATION OF EMBANKMENTS, SUBGRADE, SHOULDERS, BACKFILL FOR STRUCTURES, OR FOR OTHER PURPOSES SHOWN ON THE PLANS OR AS DIRECTED.

NO EXCAVATED MATERIAL SHALL BE WASTED WITHOUT PERMISSION. EXCAVATED MATERIAL IN EXCESS OF THAT REQUIRED FOR NORMAL EMBANKMENT CONSTRUCTION SHALL BE WASTED WITHIN THE CONSTRUCTION LIMITS, WHERE AND HOW SPECIFICALLY DIRECTED OR APPROVED.

SUBGRADE

SUBGRADES FOR STREETS SHALL BE CONSTRUCTED OF THOROUGHLY COMPACTED MATERIAL. COMPACTION AND PLACEMENT OF SUBGRADE MATERIAL SHALL MEET THE REQUIREMENTS OF THE KENTUCKY DEPARTMENT OF HIGHWAYS SPECIFICATIONS. THE DEVELOPER AND/OR CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY OF NICHOLASVILLE AT LEAST TWO HOURS PRIOR TO ANY TESTING. SUBGRADES OF STREETS IN ROCK CUTS OR ROCK OUTCROP AREAS SHALL BE CUT TO THE ELEVATION OF THE BOTTOM OF THE BASE MATERIAL. OVERCUT AREAS SHALL BE FILLED WITH COMPACTED MATERIAL TO BOTTOM OF BASE ELEVATION PRIOR TO PLACEMENT OF BASE. ALL HIGH AREAS SHALL BE REMOVED PRIOR TO PLACEMENT OF BASE MATERIAL. SHOULD THE SUBGRADE SUBSEQUENTLY LOSE ITS DENSITY DUE TO EXPOSURE TO SEVERE WEATHER CONDITIONS, AFTER HAVING BEEN PREVIOUSLY COMPACTED TO THE REQUIRED DENSITY DURING THE CONSTRUCTION OF THE GRADE, IT SHALL BE RECOMPACTED TO THE REQUIRED DENSITY.

PRIOR TO PLACING ANY BASE MATERIAL, THE 1/4 INCH PER FOOT CROWN OF THE SUBGRADE SHALL BE VERIFIED BY AN INDEPENDENT TESTING FACILITY APPROVED BY THE ENGINEER AND CITY OF NICHOLASVILLE. NO BASE MATERIAL SHALL BE PLACED UNLESS THE SUBGRADE COMPACTION IS AT LEAST 95 PERCENT STANDARD PROCTOR. THE IN-PLACE DENSITY SHALL BE DETERMINED BY USING NUCLEAR GAUGES. TESTS SHALL BE MADE AT SUCH FREQUENCIES AS DEEMED NECESSARY TO ENSURE THAT THE ENTIRE SUBGRADE IS COMPACTED TO THE SPECIFIED DENSITY. THE MAXIMUM TEST INTERVAL SHALL BE 100 FEET. WRITTEN TEST RESULTS SHALL BE FURNISHED TO THE ENGINEER AND CITY OF NICHOLASVILLE PRIOR TO ACCEPTANCE BY THE CITY.

THE SUBGRADE SHALL BE INSPECTED AND TESTED FOR STABILITY BY PROOFROLLING WITH A LOADED DUAL AXLE DUMP TRUCK WEIGHING A MINIMUM 37 TONS GROSS WEIGHT. THE TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED UNDER THE DIRECTION OF THE ENGINEER AND CITY OF NICHOLASVILLE. AREAS OF YIELDING OR UNSTABLE MATERIAL SHALL BE EXCAVATED AND BACKFILLED WITH APPROVED MATERIALS AS DIRECTED.

WHEN THE MATERIAL IN PLACE DOES NOT CONTAIN SUFFICIENT MOISTURE, OR IS TOO WET, TO OBTAIN PROPER COMPACTION, THE MOISTURE CONTENT SHALL BE INCREASED OR REDUCED AS DIRECTED, AND THE MATERIAL COMPACTED. SCARIFYING OF THE SUBGRADE MAY BE REQUIRED.

PROVIDE 4" FLEXIBLE PERFORATED PIPE WITH CLOTH SLEEVE FOR SUBGRADE DRAINAGE 25 FEET EACH WAY FROM SAG BASINS AND 50 FEET UPHILL OF BASINS ON GRADE, PER THE STANDARD DETAIL.

SITE GRADING NOTES

1. ALL SPOT ELEVATIONS INDICATE FINISH GRADE OF SURFACE, ADJUSTMENTS MUST BE MADE TO ESTABLISH GRADES OF SUB-BASE OR SUBGRADE.

2. CONTRACTOR SHALL, BEFORE STARTING SITE EXCAVATION, STRIP ALL TOPSOIL FROM PORTIONS OF THE SITE TO BE DEVELOPED AND STORE IN A LOCATION THAT WILL NOT INTERFERE WITH SITE DEVELOPMENT OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REDISTRIBUTING TOPSOIL IN FINISH GRADE AREAS, BACKFILLING CURBS, SIDEWALKS, ETC.

3. SHOULD CONTRACTOR ENCOUNTER ROCK EXCAVATION, THE ROCK SHALL BE REMOVED TO A MINIMUM DEPTH OF 12 INCHES BELOW SUBGRADE UNDER THE VEGETATIVE AREAS. REFILL SHALL BE IN ACCORDANCE WITH GEOTECHNICAL NOTES.

4. THE OVERLOT RE-GRADE LINES SHOWN HEREON ARE FOR DETERMINING DRAINAGE LIMITS AND ARE SUBJECT TO REVISION DURING CONSTRUCTION. GENERAL DRAINAGE PATTERNS WILL BE MAINTAINED. SPECIFIC OVERLOT GRADES MAY VARY.

STREET NOTES

ALL STREETS SHALL BE CONSTRUCTED TO THE DIMENSIONS OF THE TYPICAL SECTION AND GEOMETRIC DESIGNS GIVING IN THE SUBDIVISION REGULATIONS FOR NICHOLASVILLE, KENTUCKY AND SHALL CONSIST OF THE FOLLOWING:

BASE MATERIAL

BASE MATERIAL SHALL CONSIST OF CRUSHED LIMESTONE MEETING KENTUCKY DEPARTMENT OF HIGHWAY'S SPECIFICATIONS FOR THE SPECIFIED MATERIAL.

(A) PLACEMENT OF BASE MATERIAL SHALL BE MADE IN LAYERS NOT TO EXCEED 4 INCHES COMPACTED DEPTH. EACH LAYER SHALL BE COMPACTED TO A DENSITY OF NO LESS THAN 94% SOLID VOLUME THROUGHOUT THE LAYER PRIOR TO PLACEMENT OF ADDITIONAL LAYERS OF BASE SURFACING. EACH LAYER SHALL BE TESTED BY AN INDEPENDENT TESTING FACILITY APPROVED BY THE CITY. THE DENSITY DETERMINATION WILL BE BASED ON THE OVEN-DRY, BULK SPECIFIC GRAVITY, KM 64-607. ACCEPTABILITY OF COMPACTION SHALL BE DEEMED NECESSARY TO ENSURE THAT THE ENTIRE BASE LAYER IS COMPACTED TO THE SPECIFIED DENSITY. THE MAXIMUM TEST INTERVAL SHALL BE 100 FEET. WRITTEN TEST RESULTS SHALL BE FURNISHED TO THE CITY OF NICHOLASVILLE PRIOR TO ACCEPTANCE BY THE CITY.

(B) THICKNESS OF BASE MATERIAL SHALL NOT BE LESS THAN 8 INCHES WHEN ASPHALT SURFACING IS TO BE USED, AND NOT LESS THAN 4 INCHES WHEN CONCRETE SURFACING IS TO BE USED. PRIOR TO PLACING THE SURFACE MATERIAL THE 1/4 INCH PER FOOT CROWN OF THE BASE MATERIAL SHALL BE VERIFIED.

SURFACING

SURFACING FOR STREET CONSTRUCTION SHALL BE ASPHALTIC CONCRETE MEETING KENTUCKY OF DEPARTMENT OF HIGHWAYS' SPECIFICATIONS.

ASPHALTIC CONCRETE PAVEMENT SHALL CONSIST OF A MINIMUM OF ONE 3 INCH LAYER COMPACTED DEPTH OF CLASS I BINDER, AND ONE 1-1/2 INCH LAYER COMPACTED DEPTH OF CLASS I SURFACE FOR A MINIMUM TOTAL COMPACTED THICKNESS OF 4-1/2 INCHES. PLACEMENT AND COMPACTION SHALL BE PERFORMED AS SPECIFIED IN THE LATEST SPECIFICATIONS OF THE KENTUCKY DEPARTMENT OF HIGHWAYS, PRIOR TO PLACEMENT OF THE CLASS I SURFACE, ALL STREET CROSSINGS FOR THE SANITARY SEWERS AND WATER LINES SHALL BE MADE.

PAVEMENT THICKNESS SHOWN ARE LOCAL GOVERNMENT DESIGN MINIMUMS. FINAL PAVEMENT THICKNESS SHALL BE DESIGNED BY THE ENGINEER BASED UPON REPRESENTATIVE CBR VALUES FOR THE SITE. THE SITE GEOTECHNICAL ENGINEER SHALL COLLECT ENOUGH (MINIMUM NUMBER OF THREE SAMPLES) CBR SOIL SAMPLES TO ACCURATELY DESCRIBE THE SITE CONDITIONS. THE GEOTECHNICAL ENGINEER SHALL SUPPLY THE ENGINEER CBR RESULTS ACCOMPANIED WITH STREET STATION RANGES TO WHICH RESULTS ARE APPLIED.

CURBS AND GUTTERS

MATERIAL USED IN CONSTRUCTION OF CURBS AND GUTTERS SHALL BE PORTLAND CEMENT CONCRETE WITH A COMPRESSIVE STRENGTH OF 3,500 PSI. BOTH CURB AND GUTTER SHALL BE CONSTRUCTED AS ONE UNIT. CURBS AND GUTTERS SHALL BE CONSTRUCTED ON AT LEAST 4 INCHES OF COMPACTED DENSE GRADED CRUSHED LIMESTONE MEETING THE KENTUCKY DEPARTMENT OF HIGHWAYS' SPECIFICATIONS. TRUE TO LINE AND GRADE ESTABLISHED FOR THE FINISHED STREET. EXPANSION JOINTS SHALL BE INSTALLED AT 500 FOOT INTERVALS, AND CONTROL JOINTS SHALL BE SAWED TRANSVERSELY AT 25 FOOT INTERVALS TO A MINIMUM DEPTH OF 2 INCHES.

THE CURB SHALL BE REMOVED (ONLY BY SAWING) TO ALLOW ENTRANCES, EXITS, AND SIDEWALKS TO GRADUALLY SLOPE TO THE STREET. HANDICAP RAMPS ARE REQUIRED AT ALL STREET INTERSECTIONS.

BACKFILL SHALL BE PLACED BEHIND THE CURB PRIOR TO PLACING THE STREET DENSE GRADED AGGREGATE BASE BETWEEN CURBS.

SIDEWALKS

MATERIAL USED IN CONSTRUCTION OF SIDEWALKS SHALL BE PORTLAND CEMENT CONCRETE WITH A COMPRESSIVE STRENGTH OF 3,500 PSI. SIDEWALKS SHALL BE A MINIMUM 4-1/2 INCHES THICK, 4 FEET WIDE WITH EXPANSION JOINTS AT 100 FOOT INTERVALS, AND SCRIBED EVERY 4 FEET.

SIDEWALKS SHALL BE HIGHER THAN THE ELEVATION OF THE CURB AND SLOPING TOWARDS IT WITH A SLOPE NOT TO EXCEED ONE INCH PER FOOT. THE SLOPE OF THE GROUND BETWEEN THE SIDEWALK AND CURB SHALL NOT EXCEED FOUR TO ONE (4H:1V).

THE AREA BETWEEN THE SIDEWALK AND CURB SHALL BE BROUGHT TO A UNIFORM GRADE WITH TOPSOIL. FINAL GRADE SHALL NOT BE LOWER THAN A LINE BETWEEN THE TOP OF THE CURB AND THE SIDEWALK.

STORM DRAINAGE FACILITIES NOTES

STORM SEWER PIPE SHALL BE DESIGNATED ON THE APPROVED CONSTRUCTION PLANS, AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS.
BEDDING AND BACKFILL SHALL CONSIST OF THE FOLLOWING:

1. WHEN THE TRENCH EXCAVATION IS IN ROCK, THE PIPE SHALL BE BEDDED ON AT LEAST 6 INCHES OF NO. 9 OR NO. 68 CRUSHED STONE, AND SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE FOR A MINIMUM OF 12 INCHES ABOVE THE TOP OF THE PIPE. BACKFILL ABOVE THIS CUSHION SHALL NOT CONTAIN PIECES OF ROCK LARGER THAN 12 INCHES IN ANY DIMENSION.

2. WHEN THE TRENCH EXCAVATION IS IN SOIL, THE PIPE SHALL BE BEDDED ON AT LEAST 6 INCHES OF NO. 9 OR NO. 68 CRUSHED STONE AND SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE TO THE TOP OF THE PIPE. THE REMAINING PORTION OF THE TRENCH NOT LOCATED WITHIN A STREET, CAN BE BACKFILLED WITH SELECT SOIL CONTAINING NO ROCKS LARGER THAN 12 INCHES IN ANY DIMENSION.

3. WHEN THE TRENCH EXCAVATION IS WITHIN A STREET (i.e., BACK OF CURB TO BACK OF CURB), THEN THE ENTIRE TRENCH SHALL BE BACKFILLED WITH NO. 9 OR NO. 68 CRUSHED STONE.

MANHOLES SHALL BE CONSTRUCTED OF PRECAST CONCRETE AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS. ALL MANHOLE TOPS SHALL BE ECCENTRIC IN DESIGN. CONICAL TOPS SHALL BE USED FOR ALL MANHOLES WITH DEPTHS SUFFICIENT FOR THEIR USE. MINOR GRADE ADJUSTMENTS (THROUGH THE USE OF GRADE RINGS) TO THE RIM ELEVATION SHALL NOT EXCEED 12 INCHES. NO MORE THAN 2 GRADE RINGS SHALL BE PERMITTED. BITUMINOUS MASTIC SEALANT SHALL BE USED AT EACH JOINT OF THE MANHOLE AND BETWEEN ALL GRADE RINGS AND/OR CASTINGS. NON-SHRINK (HYDRAULIC) GROUT SHALL BE REQUIRED INSIDE THE MANHOLES WHERE THE PIPES, INCLUDING LATERALS, ENTER AND EXIT, ALL JOINTS, AND LIFT EYES.

HEADWALLS AND OTHER CONCRETE STRUCTURES SHALL BE AS DESIGNATED ON THE APPROVED CONSTRUCTION PLANS, AND SHALL CONFORM TO THE GENERAL SPECIFICATIONS. ALL HEADWALLS 36" OR HIGHER SHALL HAVE CHAIN LINK FENCE INSTALLED ON TOP.

DRAINAGE SWALES AND DETENTION BASINS SHALL CONFORM TO THE GENERAL SPECIFICATIONS. DRAINAGE SWALES SHALL BE SODDED TO THE ELEVATION OF THE 25-YEAR FREQUENCY STORM. THE BOTTOM, TOP, AND SIDE SLOPES OF DETENTION BASINS SHALL BE SODDED.

THREE (3) COPIES OF INSPECTION LOGS AND DIGITAL DISK SHALL BE DELIVERED TO JESSAMINE SOUTH ELKHORN WATER DISTRICT.

AS-BUILT FIELD SURVEY SHALL BE AUTOCAD FORMAT AND SHALL INCLUDE A POINT COORDINATE FILE WITH VERTICAL ELEVATIONS INCLUDING:

A. CATCH BASINS, RIM AND INVERT
B. STORM MANHOLES, RIM AND INVERT
C. HEADWALL INVERTS
D. SURFACE INLET, TOP OF GRATE AND INVERT
E. TOPO OF DETENTION/RETENTION BASIN
F. CONTROL MONUMENTS AND COORDINATES

STORM MANHOLES FOR PIPES 60 INCHES OR SMALLER IN DIAMETER SHALL REQUIRE IMPROVED INVERTS.

PRIOR TO PUNCH LIST INSPECTION ALL STORM SEWERS SHALL BE FLUSHED AND VIDEO INSPECTED. THREE (3) COPIES OF INSPECTION LOGS AND DIGITAL DISK SHALL BE DELIVERED TO JESSAMINE SOUTH ELKHORN WATER DISTRICT.

PRIOR TO WARRANTY INSPECTION ALL STORM SEWERS SHALL BE FLUSHED, VIDEO INSPECTED AND ALL DEFECTS CORRECTED.

SANITARY SEWERS

UNLESS OTHERWISE NOTED, ALL PVC SANITARY SEWERS SHALL BE PVC SDR 35 AND ALL DUCTILE IRON SANITARY SEWERS SHALL BE CLASS 350.

ALL SANITARY SEWER LATERALS SHALL BE 6" AND ALL LATERALS SHALL HAVE A CLEANOUT.

ALL SANITARY SEWER LATERALS SHALL BE CONSTRUCTED A MINIMUM OF 5' OUTSIDE THE RIGHT-OF-WAY OR EASEMENT LINE.

ALL SANITARY LATERALS SHALL BE WITNESSED WITH A 7' METAL "T" FENCE POST PAINTED FLORESCENT GREEN, HAVING 4' EXPOSED ABOVE GROUND. A 6" LONG NO. 5 REBAR SHALL BE PLACED ACROSS THE END OF EACH LATERAL. (SEE DETAILS)

ALL SANITARY AND STORM SEWER MANHOLES SHALL BE 4' IN DIAMETER, UNLESS OTHERWISE NOTED, AND MARKED WITH A 7' METAL "T" FENCE POST PAINTED FLORESCENT GREEN, HAVING 4' EXPOSED ABOVE GROUND.

ALL MAIN CONSTRUCTION INTO MANHOLES MUST BE FACTORY INSTALLED WITH (A-LOCK OR EQUAL) WATER STOPS. NO MORE THAN 4 PENETRATIONS SHALL BE ALLOWED PER MANHOLE. NO GREATER THAN A 2 FEET ELEVATION CHANGE SHALL BE ALLOWED WITHIN THE MANHOLE. CHANGES GREATER THAN 2 FEET SHALL BE A DROP MANHOLE.

ALL PVC SANITARY SEWERS SHALL BE SUBJECTED TO A LOW PRESSURE AIR TEST. THE LOW PRESSURE AIR TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED UNDER THE DIRECTION OF THE JESSAMINE SOUTH ELKHORN WATER DISTRICT. TEST SHALL COMPLY WITH UNI-BALL UNI-B-6-88 SPECIFICATION.

ALL SANITARY SEWER MANHOLES SHALL BE VACUUM TESTED. THE TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED UNDER THE DIRECTION OF THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.

ALL SANITARY SEWERS, INCLUDING LATERALS SHALL BE SUBJECTED TO A TV TEST INSPECTION. THE TEST SHALL BE PERFORMED UNDER THE DIRECTION OF THE JESSAMINE SOUTH ELKHORN WATER DISTRICT.

ALL SANITARY SEWERS SHALL BE JET FLUSHED PRIOR TO T.V INSPECTION AND TESTING. THE FLUSHING SHALL BE THE CONTRACTORS RESPONSIBILITY.

ALL FLUSHING, AIR TESTING, VACUUM TESTING, AND HYDROSTATIC TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL REPAIRS, REINSPECTION (TV, AIR TEST, VACUUM TEST) AND CLEANING OF THE GRAVITY SEWERS DUE TO RESULTS FROM THE INITIAL INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

SEWER MANHOLES SHALL NOT BE COVERED BY ANY CONSTRUCTION OPERATION.

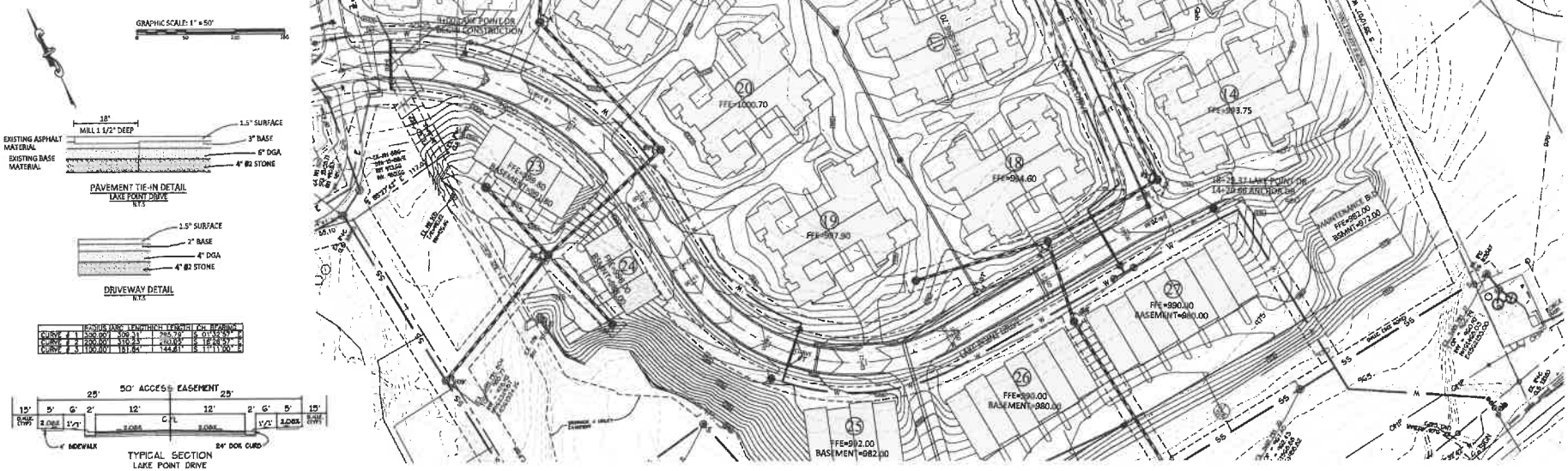
SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATER MAIN IS EITHER ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.

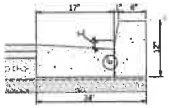
SEWERS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.

ALL BURIED DUCTILE IRON PIPE SHALL HAVE MANUFACTURER'S OUTSIDE COAL TAR OR ASPHALTIC BASE COATING AND SHALL BE COATED WITH PROTECTO 401 CERAMIC EPOXY IN ACCORDANCE WITH THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT SANITARY SEWER SPECIFICATIONS.

PRIOR TO WARRANTY INSPECTION ALL SANITARY SEWERS SHALL BE FLUSHED, VIDEO INSPECTED AND ALL DEFECTS CORRECTED, INCLUDING LATERAL FROM HOUSE CLEANOUT TO SEWER MAIN.

ALL SANITARY SEWER CONSTRUCTION SHALL MEET THE SPECIFICATIONS AND REQUIREMENTS OF JESSAMINE SOUTH ELKHORN WATER DISTRICT, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AND CITY OF NICHOLASVIL





PROPOSED
BOX CURB AND GUTTER DETAIL
N.T.S.

	RADIUS	ARC LENGTH	CHORD LENGTH	CH. BEARING
CURVE 1	500.00'	309.31'	304.39'	S 01°33'57" E
CURVE 2	1200.00'	410.95'	408.95'	S 18°28'27" E
CURVE 3	1100.00'	181.86'	144.81'	S 11°11'00" E

LEGEND

EASEMENT LINE
CENTERLINE
PROPERTY LINE
EX. SANITARY
EX. WATER LINE
EX. GAS LINE
EX. OVERHEAD ELECTRIC
EX. UNDERGROUND ELECTRIC
EX. TELEPHONE
PROP. SANITARY
PROP. WATER LINE
PROP. FENCE
EXISTING MONUMENT (AS NOTED)
EX. WATER METER
EX. FIRE HYDRANT
EX. WATER GATE VALVE
EX. UTILITY POLE
EX. ELECTRIC TRANSFORMER
EX. STORM MANHOLE
PROP. STORM MANHOLE
PROP. SANITARY MANHOLE
EX. SANITARY MANHOLE
PROP. GATE VALVE
PROP. FIRE HYDRANT
PROP. WATER SERVICE CROSSING
PROP. SANITARY CLEANOUT
DISTANCE TO ED OR PH
LENGTH OF LATERAL
DEPTH OF LATERAL
LATERAL

NO.	REVISIONS	BY	DATE

DES	LCH
DRN	CDG
CHK	LCH
APPD	

DATE
7/2024

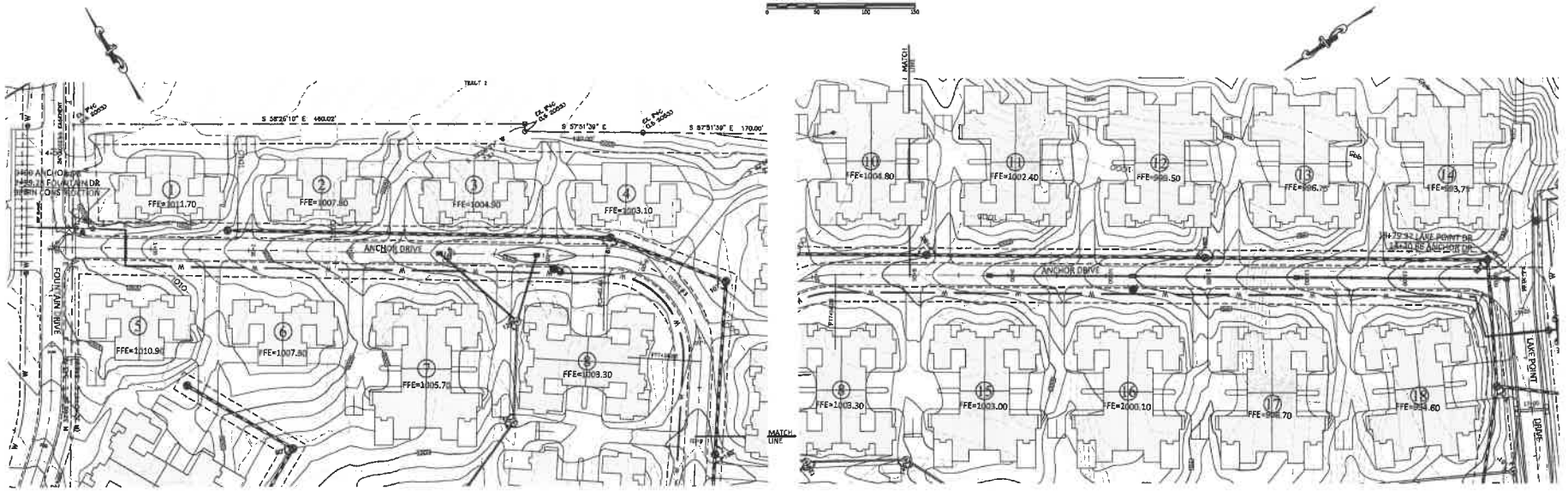
SCALE
H: 1"=50'
V: 1"=5'

BRANNON RESERVE - PHASE 2
OWNER/ DEVELOPER: GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
NICHOLASVILLE, KENTUCKY 40358

HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
218 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356
(859) 885-9441 FAX (859) 885-5360

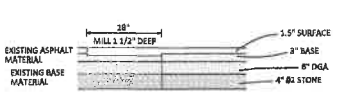
LAKE POINT DRIVE
STA 9+00 TO 18+29.37

SHEET
2 OF 15

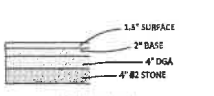


	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CURVE # 1	1000.00'	199.31'	198.99'	S 01°59'27" E
CURVE # 2	1000.00'	310.91'	309.65'	S 16°28'57" E
CURVE # 3	100.00'	167.84'	144.61'	S 11°11'00" E

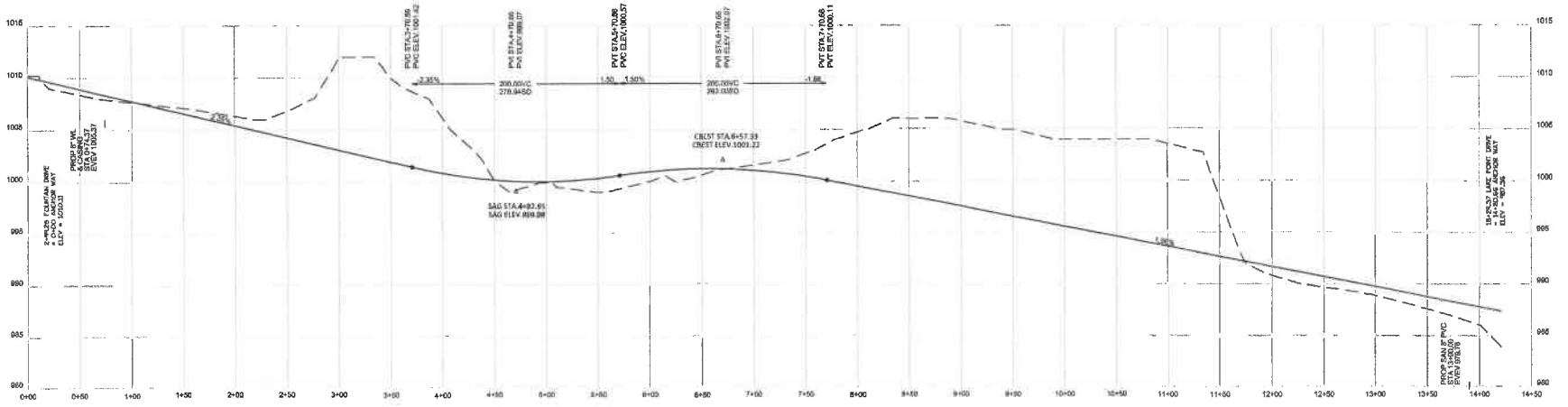
TYPICAL SECTION
ANCHOR DRIVE



PAVEMENT TIE-IN DETAIL
ANCHOR DRIVE
N.T.S



DRIVEWAY DETAIL
N.T.S



NO.	REVISIONS	BY	DATE

DES	LCH
DRN	CDG
CHK	LCH
APPD	

DATE: 7/2024

SCALE: H: 1"=50' V: 1"=5'

BRANNON RESERVE - PHASE 2

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5400 HARRODSBURG ROAD
NICHOLASVILLE, KENTUCKY 40356

HORNE ENGINEERING, INC.
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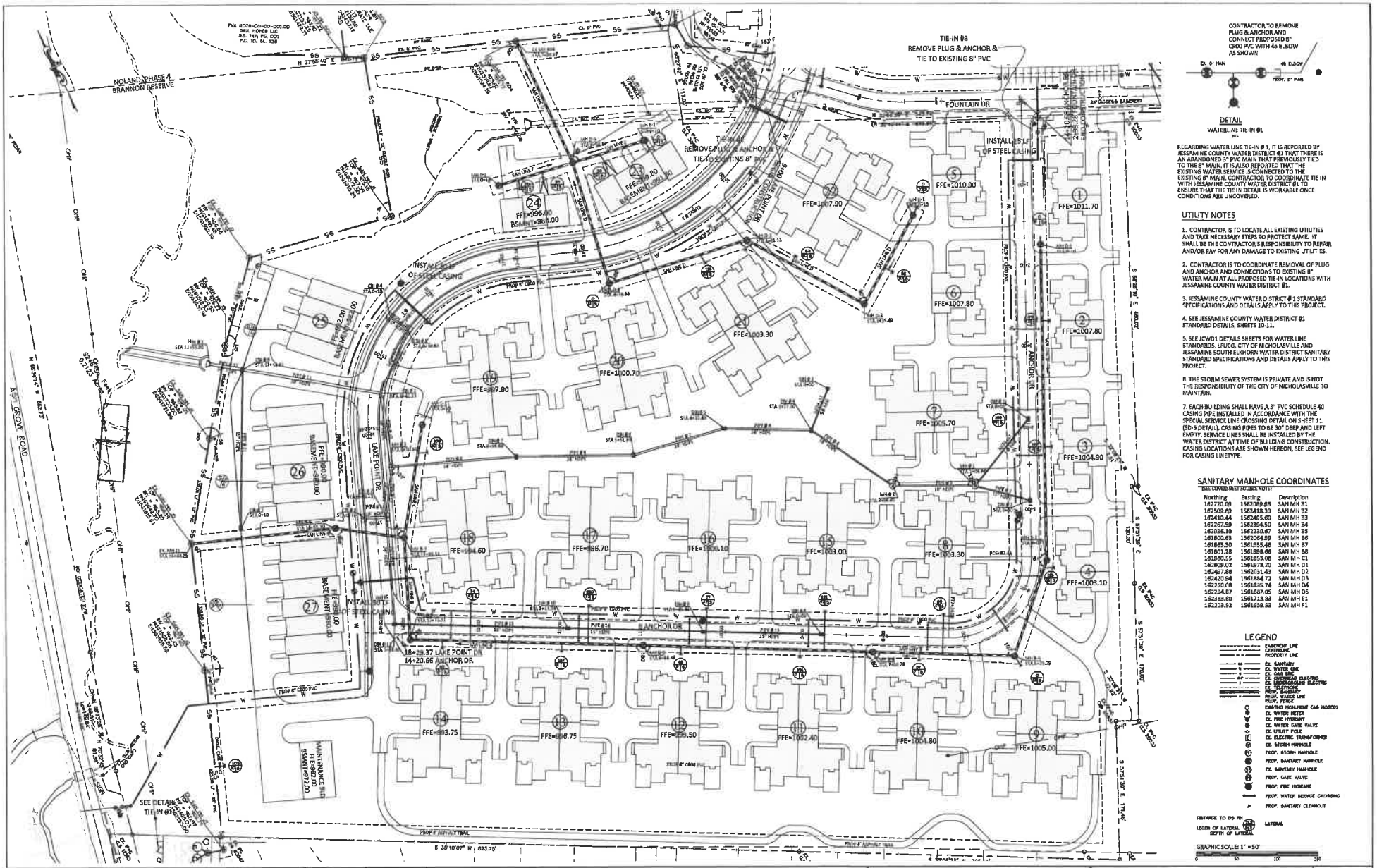
216 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356
(859) 885-9441 FAX (859) 885-5160

ANCHOR DRIVE
STA 0+00 TO 14+20.66

SHEET 3 OF 15



CONTRACTOR TO REMOVE PLUG & ANCHOR AND CONNECT PROPOSED 8" C900 PVC WITH 45 ELBOW AS SHOWN

DETAIL
WATERLINE TIE-IN #1
NTS

REGARDING WATER LINE TIE-IN # 1, IT IS REPORTED BY JESSAMINE COUNTY WATER DISTRICT #1 THAT THERE IS AN ABANDONED 3" PVC MAIN THAT PREVIOUSLY TIED TO THE 8" MAIN. IT IS ALSO REPORTED THAT THE EXISTING WATER SERVICE IS CONNECTED TO THE EXISTING 8" MAIN. CONTRACTOR TO COORDINATE TIE IN WITH JESSAMINE COUNTY WATER DISTRICT #1 TO ENSURE THAT THE TIE IN DETAIL IS WORKABLE ONCE CONDITIONS ARE UNCOVERED.

UTILITY NOTES

1. CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES AND TAKE NECESSARY STEPS TO PROTECT SAME. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR PAY FOR ANY DAMAGE TO EXISTING UTILITIES.

2. CONTRACTOR IS TO COORDINATE REMOVAL OF PLUG AND ANCHOR AND CONNECTIONS TO EXISTING 8" WATER MAIN AT ALL PROPOSED TIE-IN LOCATIONS WITH JESSAMINE COUNTY WATER DISTRICT #1.

3. JESSAMINE COUNTY WATER DISTRICT # 1 STANDARD SPECIFICATIONS AND DETAILS APPLY TO THIS PROJECT.

4. SEE JESSAMINE COUNTY WATER DISTRICT #1 STANDARD DETAILS, SHEETS 10-11.

5. SEE JCWD1 DETAILS SHEETS FOR WATER LINE STANDARDS. LEXCO, CITY OF NICHOLASVILLE AND JESSAMINE SOUTH ELKHORN WATER DISTRICT SANITARY STANDARD SPECIFICATIONS AND DETAILS APPLY TO THIS PROJECT.

6. THE STORM SEWER SYSTEM IS PRIVATE AND IS NOT THE RESPONSIBILITY OF THE CITY OF NICHOLASVILLE TO MAINTAIN.

7. EACH BUILDING SHALL HAVE A 3" PVC SCHEDULE 40 CASING PIPE INSTALLED IN ACCORDANCE WITH THE SPECIAL SERVICE LINE CROSSING DETAIL ON SHEET 11 (SD-5 DETAIL). CASING PIPES TO BE 30" DEEP AND LEFT EMPTY. SERVICE LINES SHALL BE INSTALLED BY THE WATER DISTRICT AT TIME OF BUILDING CONSTRUCTION. CASING LOCATIONS ARE SHOWN HEREON, SEE LEGEND FOR CASING LINETYPE.

SANITARY MANHOLE COORDINATES

(SEE COVERSHEET SOURCE NOTE)

Northing	Easting	Description
162720.69	1562089.85	SAN MH B1
162569.69	1562418.33	SAN MH B2
163410.44	1562465.60	SAN MH B3
162267.58	1562364.50	SAN MH B4
162036.10	1562230.67	SAN MH B5
161800.63	1562064.89	SAN MH B6
161865.30	1561855.48	SAN MH B7
161801.28	1561898.66	SAN MH B8
161980.55	1561853.08	SAN MH C1
162008.02	1561878.20	SAN MH D1
162467.88	1562031.43	SAN MH D2
162420.94	1561884.72	SAN MH D3
162290.08	1561845.74	SAN MH D4
162228.67	1561667.05	SAN MH D5
162388.80	1561713.93	SAN MH E1
162203.52	1561658.53	SAN MH F1

LEGEND

EASEMENT LINE
CENTERLINE
PROPERTY LINE
EX. SANITARY
EX. WATER LINE
EX. GAS LINE
EX. OVERHEAD ELECTRIC
EX. UNDERGROUND ELECTRIC
EX. TELEPHONE
PROP. SANITARY
PROP. WATER LINE
PROP. STORM
EXISTING MONUMENT CAP NOTED)
EX. WATER METER
EX. FIRE HYDRANT
EX. WATER GATE VALVE
EX. UTILITY POLE
EX. ELECTRIC TRANSFORMER
EX. STORM MANHOLE
PROP. STORM MANHOLE
PROP. SANITARY MANHOLE
EX. SANITARY MANHOLE
PROP. GATE VALVE
PROP. FIRE HYDRANT
PROP. WATER SERVICE CROSSING
PROP. SANITARY CLEANOUT
DISTANCE TO DS MH
LEGEN OF LATERAL
DEPTH OF LATERAL
LATERAL

GRAPHIC SCALE: 1" = 50'
0 50 100

NO.	REVISIONS	BY	DATE

DES LCH
DRN COC
CHK LCH
APPD

DATE 7/2024

SCALE H: 1"=50'

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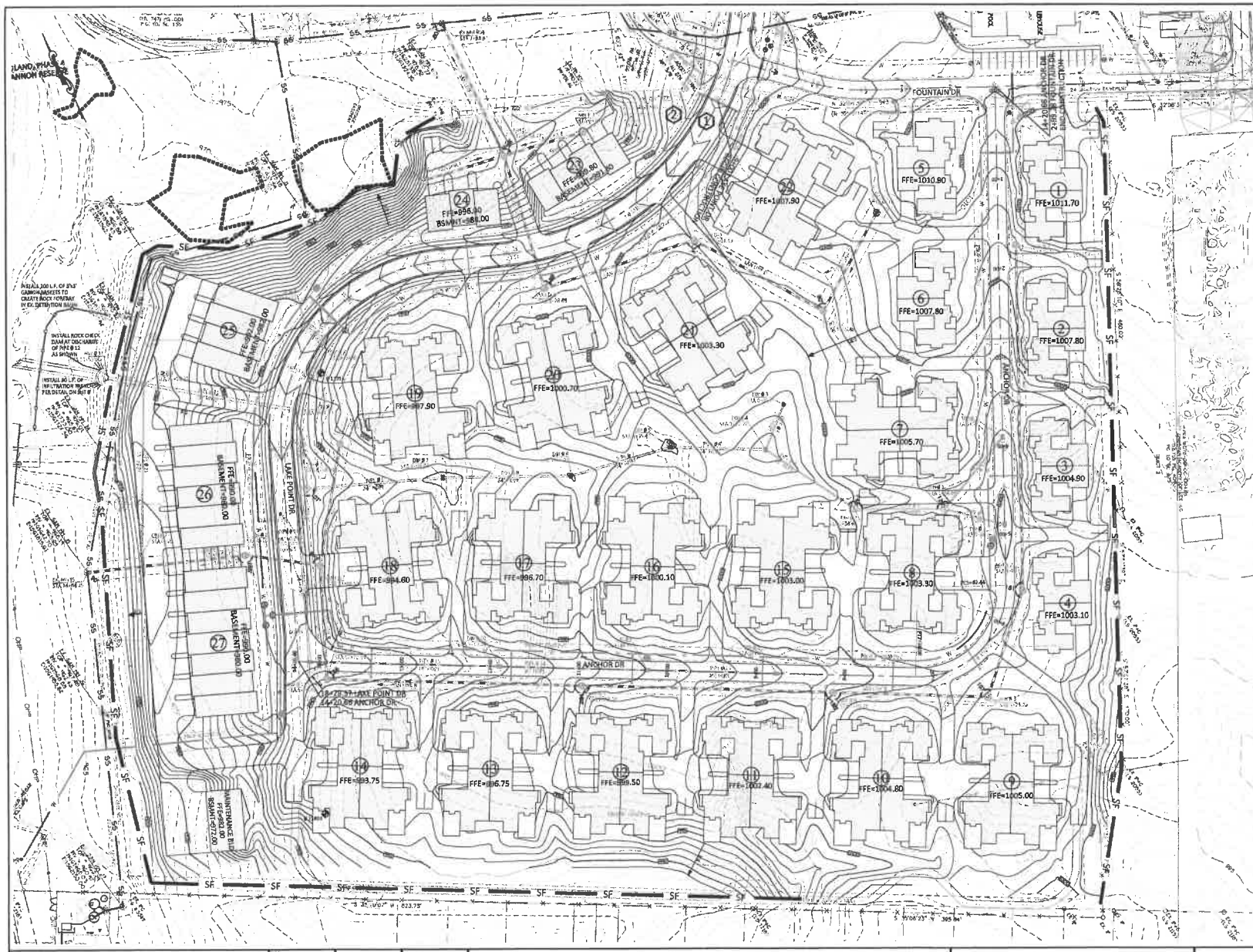
UTILITIES PLAN

SHEET 4 OF 15



EROSION CONTROL NOTES

1. SEQUENCE OF WORK ON THIS PROJECT WILL BE PARTLY DEPENDENT ON CONTRACTOR'S DETERMINATION.
2. THE TIME OF EXPOSURE PRIOR TO PERMANENT VEGETATIVE COVER MAY VARY, HOWEVER, SEDIMENT MIGRATION CONTROLS MUST BE IN PLACE AND MONITORED AT ALL TIMES. EXPOSED AREAS SHALL RECEIVE A TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS OF REACHING TEMPORARY GRADE AND A PERMANENT VEGETATIVE COVER WITHIN 14 DAYS OF REACHING FINAL GRADE.
3. UPON ESTABLISHMENT OF FINAL GRADES, ADDITIONAL CONTROLS MAY BE NECESSARY TO CONTROL EROSION AND SEDIMENT MIGRATION WITHIN THE SITE. CONTRACTOR TO BEAR RESPONSIBILITY FOR SUCH MEASURES.
4. ALL POINTS OF ENTRY TO THE STORM WATER COLLECTION SYSTEM SHALL BE PROTECTED FROM SEDIMENT LOADING BY UTILIZATION OF SILT CONTROL MEASURES CONSISTING OF SILT FENCES, ROCK SILT CHECKS AND/OR OTHER APPROPRIATE CONTROLS
5. IF GRADING OCCURS DURING WINTER MONTHS, THE USE OF WINTER WHEAT OR OTHER RECOMMENDED SEED SHOULD BE CONSIDERED. (SFT KY. BMP CHAPTER 4, SECTION 1 "SOIL STABILIZATION MEASURES")
6. WHEN SEASONAL CONDITIONS PROHIBIT THE APPLICATION OF TEMPORARY OR PERMANENT SEEDING, NON-VEGETATIVE SOIL STABILIZATION PRACTICES SUCH AS MULCHING AND MATTING SHALL BE USED UNTIL SUCH TIME AS CONDITIONS PERMIT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL STORM SEWERS CLEANED OF SILT AND DEBRIS AND FUNCTIONING PROPERLY.
8. RESEEDING IS THE CONTRACTOR'S RESPONSIBILITY. PERMANENT REVEGETATION SHALL CONSIST OF A TRIPLE BLEND OF FINE LAWN FESCUE WITH LOW PERENNIAL RYE. 10-10-10 FERTILIZER SHALL BE APPLIED AT A RATE OF 400LB/ACRE. CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO GUARANTEE AN ACCEPTABLE STAND OF GRASS. THE STANDARD OF ACCEPTABILITY WILL BE WHEN VEGETATION IS ESTABLISHED WITH A GROUND COVERAGE OF 90% AND NO BARE PATCHES GREATER THAN 1 SQUARE FEET.
9. CONTRACTOR SHALL SUBMIT THE NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE TO THE KENTUCKY DIVISION OF WATER AND SHALL MEET ALL MS4 REQUIREMENTS. COPY OF APPROVED PERMIT SHALL BE FORWARDED TO ENGINEER AND JESSAMINE COUNTY PLANNING COMMISSION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTIVE SEDIMENT MIGRATION ON TO STREET SURFACES DURING ANY POST CONSTRUCTION THROUGH WHATEVER MEANS NECESSARY. THIS MAY INCLUDE SOIL STABILIZATION AND/OR OTHER FORMS OF SEDIMENT CONTROL. ANY SEDIMENT BREAKING THROUGH PREVENTIVE MEASURES SHALL BE CLEANED OFF IN ACCORDANCE WITH GENERAL PERMIT FROM WATER PERMIT.
11. EROSION CONTROL SHOWN HEREON IS REQUIRED AT A MINIMUM AND THE ENGINEER HAS THE AUTHORITY TO REQUIRE ADDITIONAL MEASURES AS DEEMED NECESSARY DURING CONSTRUCTION.
12. VEGETATIVE SWALES SHALL BE STABILIZED BY THE CONTRACTOR. METHODS ARE AT THE DISCRETION OF THE CONTRACTOR AND MAY INCLUDE BUT ARE NOT NECESSARILY LIMITED TO: SEEDING AND MULCH, EROSION CONTROL BLANKETS, SILT CHECKS AND/OR SOD.
13. TOPSOIL STOCKPILES THAT ARE NOT BEING UTILIZED FOR A PERIOD OF 14 DAYS TO BE RESEEDED AND PLACED WHERE SOIL EROSION MIGRATION IS CONTROLLED.
14. LIMITS OF DISTURBANCE SHALL REMAIN OUTSIDE OF THE JURISDICTIONAL WETLANDS IDENTIFIED ON THIS PLAN PURSUANT TO THE USACOE PERMIT LISTED IN THE LEGEND BELOW.

GENERAL GRADING NOTES

1. CONTRACTOR TO FIELD ADJUST CASTING AND CLEANOUTS TO GRADE AS REQUIRED.
2. ALL FILL UNDER PAVEMENT SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY AND THE TOP 12" OF SUBGRADE SHALL BE COMPACTED TO 98% OF SOLID VOLUME.
3. BUILDING PAD PREPARATION SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEERS AND ARCHITECTS RECOMMENDATIONS. CONTRACTOR SHALL PROVIDE COMPACTION TESTING WITH AN INDEPENDENT TESTING LABORATORY. REMOVE ANY WASTED CONCRETE, DEBRIS AND EXCESS EXCAVATED MATERIAL FROM THE SITE AND DISPOSE OF IT.
4. ALL AREAS DISTURBED BY GRADING SHALL HAVE TEMPORARY VEGETATIVE COVER PROVIDED. SUCH COVER SHALL CONSIST OF ANNUAL GRASSES OR SMALL GRAINS. SLOPES EXCEEDING 4:1 SHALL HAVE ADDITIONAL PROTECTION OF ADEQUATE SODDING, MULCH BLANKETS OR MULCHING TO PREVENT EROSION.
5. SPOT ELEVATIONS SHOWN HEREON DENOTE EXISTING AND FINISHED GRADE ELEVATION OF PAVEMENT AT LOCATION SHOWN. ELEVATIONS DO NOT REFLECT TOP OF CURB UNLESS OTHERWISE NOTED.

LEGEND

GABION BASKETS

SF — SILT FENCE (SEE SHT 11 FOR DETAIL)

JURISDICTIONAL WETLAND AS DELINEATED BY REDMOND ECOLOGICAL SERVICES, INC. PER UNITED ARMY CORP OF ENGINEERS PERMIT ISSUED DECEMBER 16, 2018 (ID No. LRL-2018-301-mcb)

SITE CONTROL COORDINATES

(NAD 83/NVD 88 GEOID 12A)

No.	Northing	Easting	Elev	Desc
8031	1850085.26	1561117.31	1011.17	IRON PIN & CAP (AT GREY OAK DRIVE)
12013	1851177.62	1561488.22	1005.63	MAG NAIL (AT LILY POND LANE)
12014	1851033.59	1561582.33	1008.66	MAG NAIL (AT LILY POND LANE)
13315	1850787.44	1561774.50	987.58	IRON PIN & CAP (SHOWN HEREON)
11803	1851714.37	1562180.38	997.68	IRON PIN & CAP (SHOWN HEREON)

BMP NOTE

CONSTRUCTION ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE BMP & STORMWATER POLLUTION PREVENTION PLAN WHICH IS A SEPARATE DOCUMENT HEREBY REFERENCED.

LOCATION KEY

1. CONSTRUCTION ENTRANCE (SEE SHT 11 FOR DETAIL)
2. CONCRETE WASHOUT (SEE SHT 11 FOR DETAIL)

GRAPHIC SCALE: 1" = 50'

NO.	REVISIONS	BY	DATE

DES: LDH
DRN: CDG
CHK: LDH
APPD:

DATE: 7/2024

SCALE: Hi 1"=50'

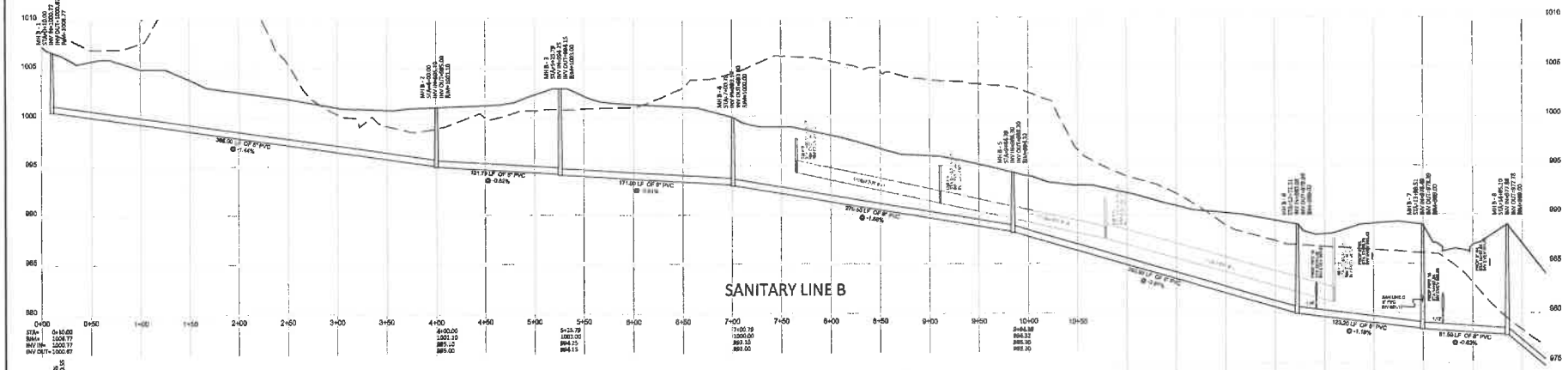
BRANNON RESERVE - PHASE 2

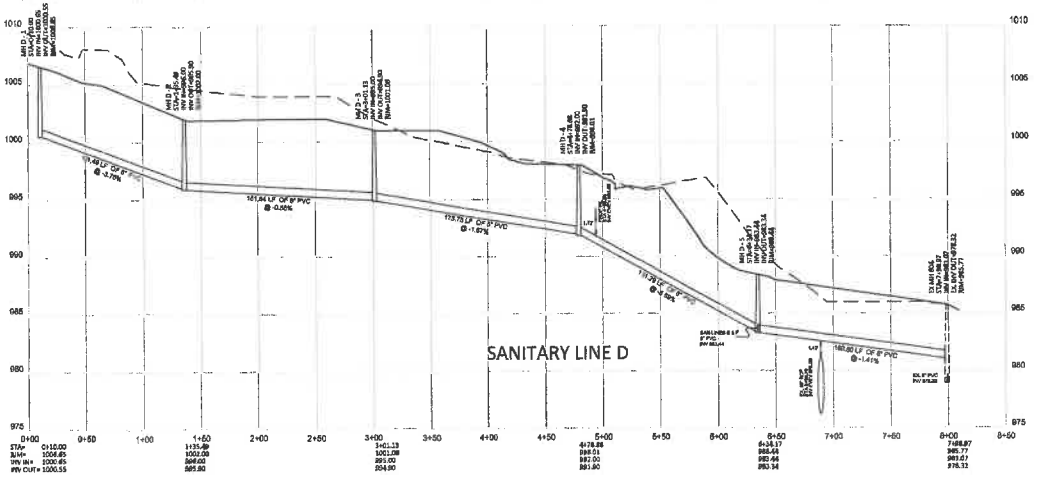
OWNER/ DEVELOPER: GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
NICHOLASVILLE, KENTUCKY 40356

HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
216 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356
(859) 885-3441 FAX (859) 885-5160

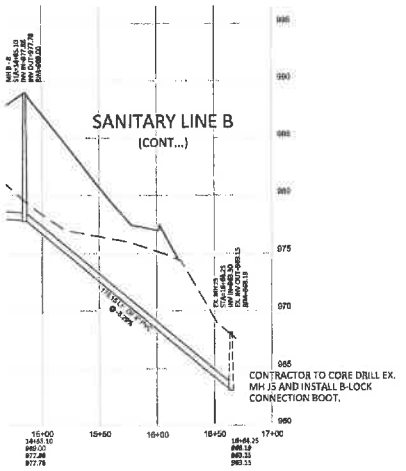
SEDIMENT & EROSION CONTROL PLAN

SHEET 5 OF 15

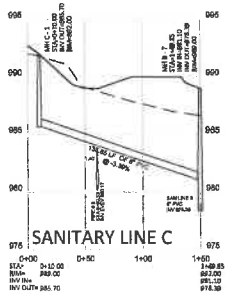




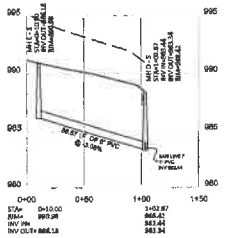
CONSTRUCT ALL SANITARY SEWER CROSSINGS WITH OTHER UTILITY PIPES IN ACCORDANCE WITH SECTION 3.03 OF THE LFUCG SANITARY SEWER MANUAL

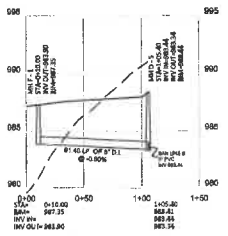


CONTRACTOR TO CORE DRILL EX. MH J5 AND INSTALL B-LOCK CONNECTION BOOT.



NOTE
INLET/OUTLET PIPES SHALL MEET FLUSH WITH MANHOLE CHANNEL AND INSTALLED GROUT SHALL FORM A SMOOTH CONNECTION FREE OF DAMS AND/OR ROUGH PROJECTIONS





NO.	REVISIONS	BY	DATE

DES LCH
DRN CDG
CHK LCH
APPD

DATE 7/2024

SCALE H: 1"=50' V: 1"=5'

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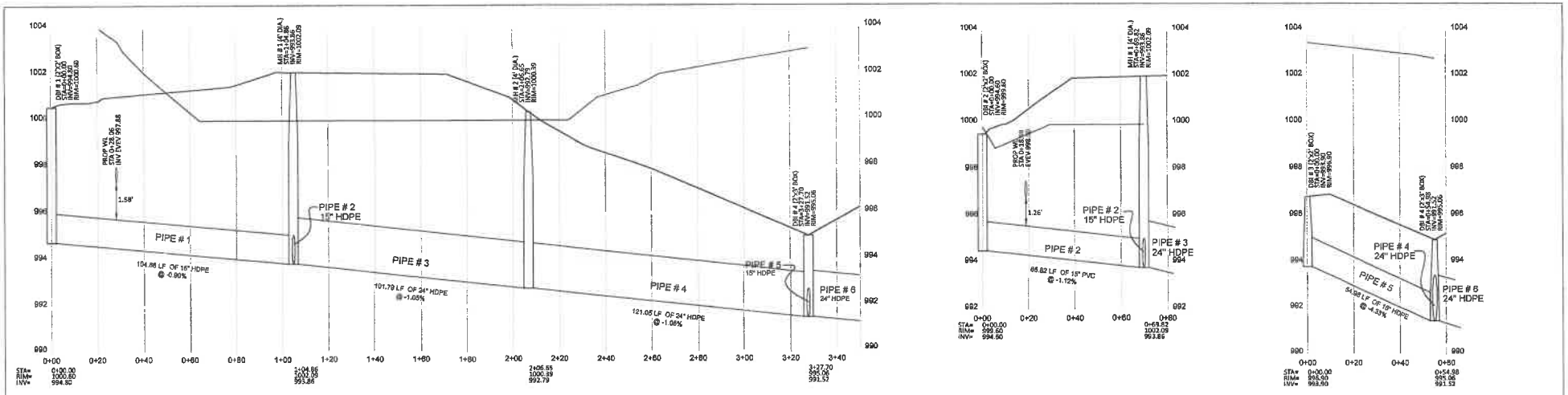
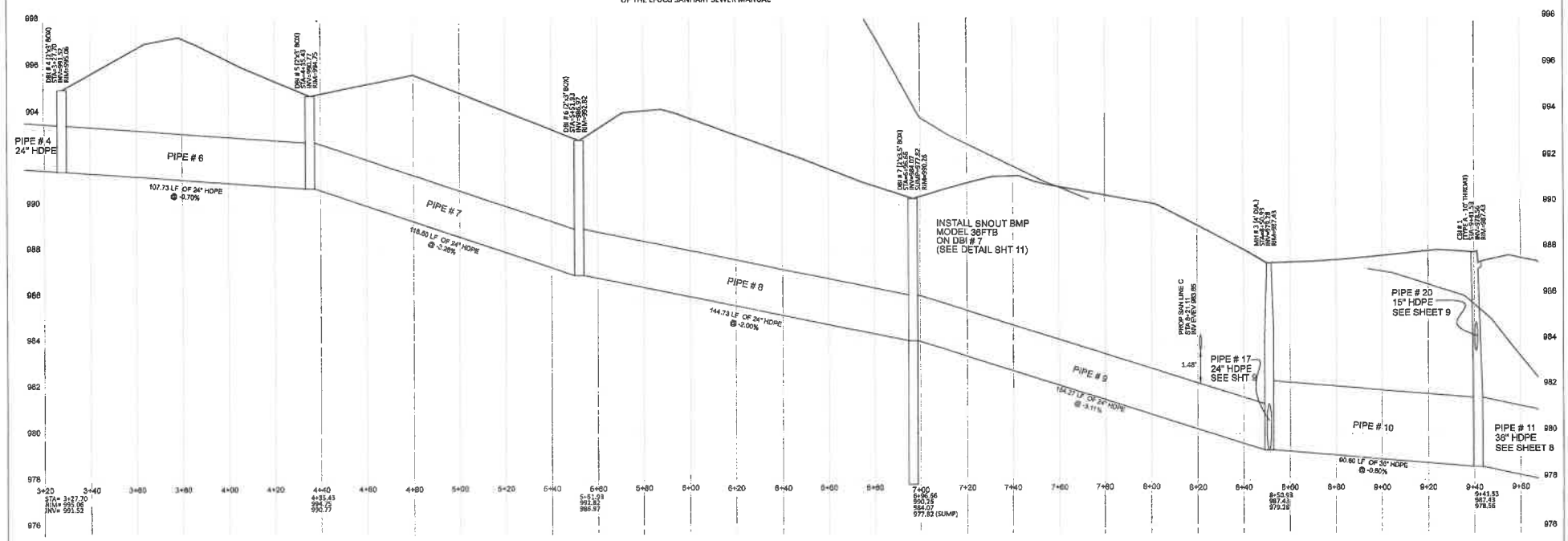
SANITARY PROFILES
LINE B-F

SHEET 6 OF 15



CONSTRUCT ALL SANITARY SEWER CROSSINGS WITH OTHER EXISTING UTILITY PIPES IN ACCORDANCE WITH SECTION 3.03 OF THE LPUCG SANITARY SEWER MANUAL



NO.	REVISIONS	BY	DATE

DES LCH
DRN CDG
CHK LCH
APPD

DATE 7/2024

SCALE H: 1"=20' V: 1"=2'

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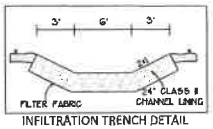
(859) 885-9441 FAX (859) 885-5160

STORM PROFILES
PIPES 1-10

SHEET 7 OF 15

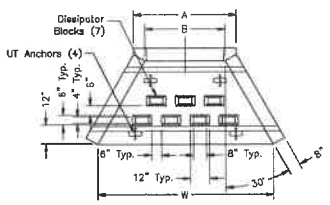


INFILTRATION TRENCH DETAIL
(NOT TO SCALE)

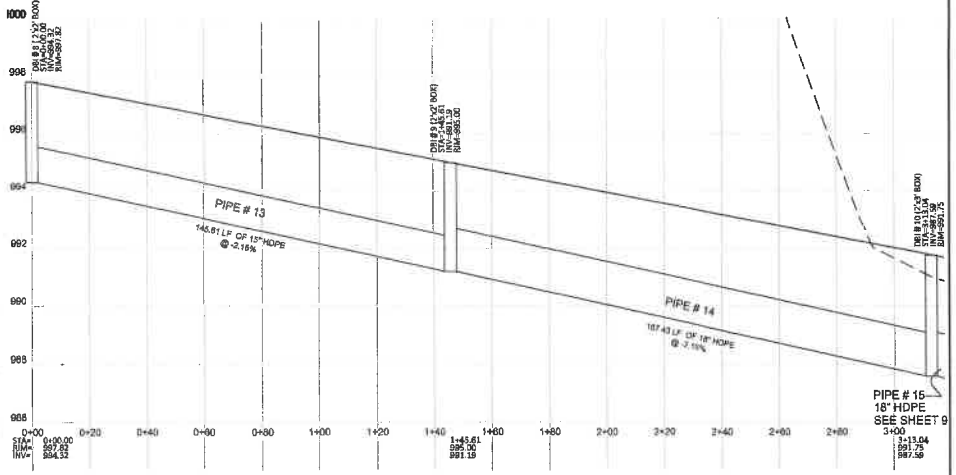
STORM STRUCTURE COORDINATES

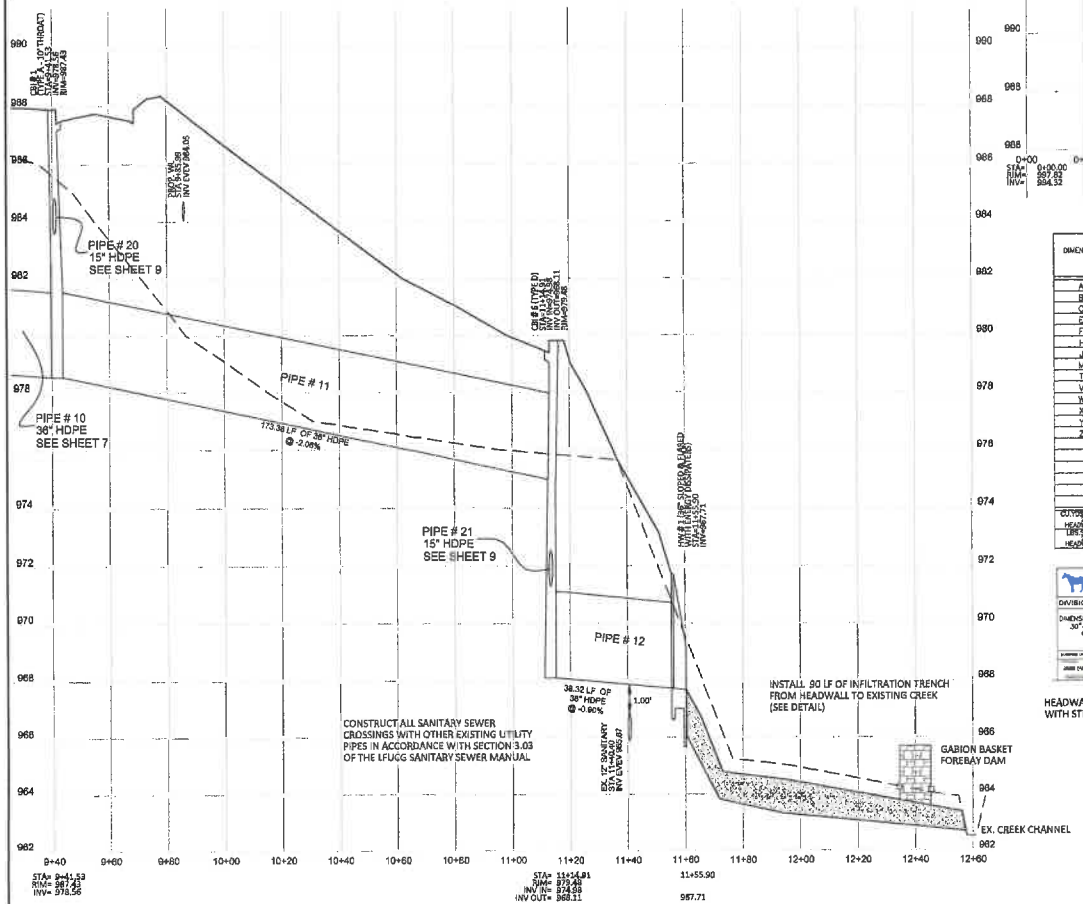
(SEE COVERSHEET SOURCE NOTE)

Northing	Easting	Description
162587.37	1562261.65	DBI #1
162534.08	1562345.23	DBI #2
162487.41	1562293.35	STRM MH #1
162402.69	1562236.51	STRM MH #2
162402.05	1562053.52	DBI #3
162356.67	1562124.96	DBI #4
162288.32	1562063.31	DBI #5
162157.19	1562028.35	DBI #6
162035.69	1561940.70	DBI #7
162226.51	1562341.20	DBI #8
162107.41	1562257.43	DBI #9
161970.54	1562161.00	DBI #10
161795.56	1562038.07	DBI #11
161900.91	1561874.64	STRM MH #3
161839.91	1561792.87	CBI #1
161801.21	1561922.13	CBI #2
161838.27	1561908.16	CBI #3
162002.01	1561720.76	CBI #4
162011.22	1561745.97	CBI #5
161813.87	1561673.80	CBI #6
161704.21	1561633.50	CBI #7
161784.08	1561645.66	HW #1



HEADWALL DISSIPATORS COMPATIBLE WITH STD DWG #154-1, SHT 15

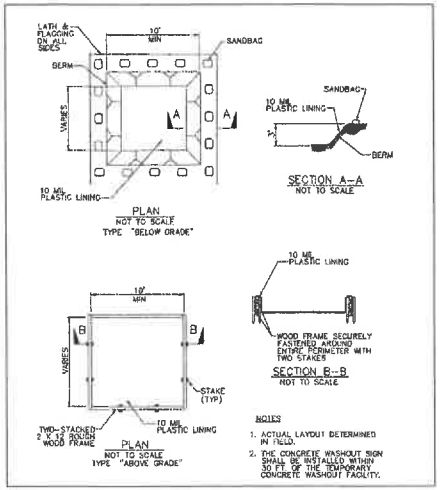




DIMENSION	DIAMETER OF PIPE
	36"
A	4'-4"
B	1'-8"
C	4'-0"
E	3'-8"
F	5'-0"
H	8'-8"
J	4'-4"
M	
T	0'-4.0"
V	
W	
X	
Y	
Z	
CU YDS CONC HEADWALLS	4.30
LBS STEEL HEADWALLS	383

LEXINGTON
DIVISION OF ENGINEERING
DIMENSIONS AND QUANTITIES 30"-108" HEADWALLS CIRCULAR PIPE 0° SKEW

HEADWALL DIMENSIONS COMPATIBLE WITH STD DWG #154-1, SHT 15



CONCRETE WASHOUT DETAIL
N/A

NO.	REVISIONS	BY	DATE

PES LCH
DBH COG
CHK LCH
APPD

DATE 7/2024

SCALE H: 1"=20' V: 1"=2'

BRANNON RESERVE - PHASE 2
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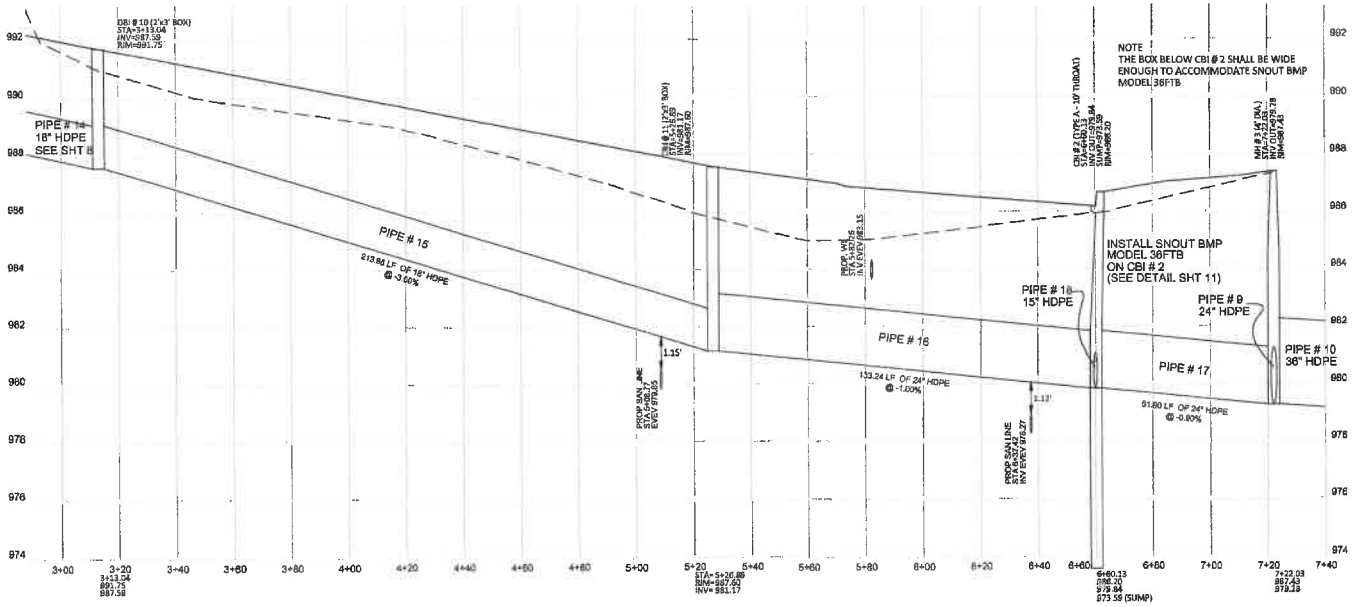
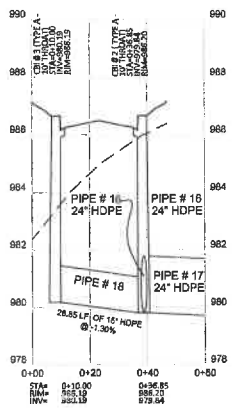
(859) 885-9441 FAX (859) 885-5180

STORM PROFILES
PIPES 11-14

SHEET 8 OF 15





STORM STRUCTURE NOTES

1. CURB BOX INLETS SHALL BE KDOT STANDARD BDB-270-03 OR APPROVED EQUAL, 10' THROAT. TOPS OF CURB BOX INLETS TO BE SLOPED TO MATCH THE STRAIGHT LINE GRADE BETWEEN THE TOP OF CURB AND THE TOP OF THE SIDEWALK.

2. TOP PHASE OF CURB BOX INLETS LOCATED IN A RADIUS SHALL BE CONSTRUCTED TO MATCH THE RADIUS OF THE ADJACENT TOP OF CURB.

3. RIM ELEVATIONS FOR CBI'S HEREON REFER TO THE TOP OF THE TOP PHASE (TOP OF CURB/FACE OF CURB EXTENDED).

4. TOP OF CBI LID TO MATCH SLOPE OF ADJACENT GRADE.

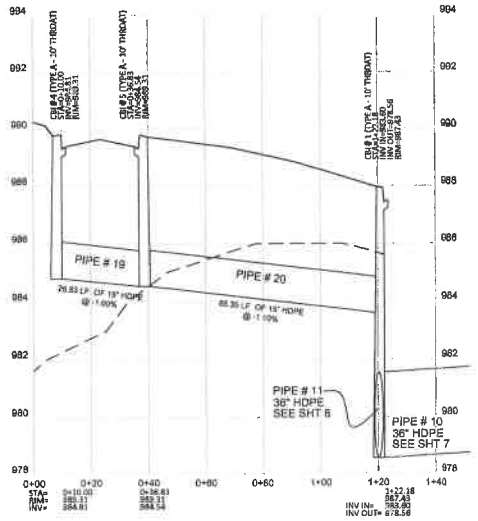
DROP BOXES AND MANHOLES

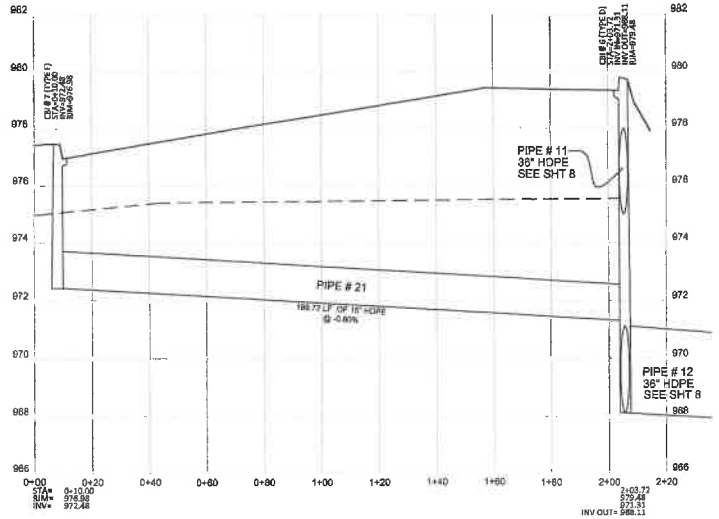
THE CALCULATED OFFSET POINT FOR DROP BOXES AND MANHOLES IS THE CENTER OF THE BOX/MANHOLE AT THE PIPE INVERT ELEVATION.

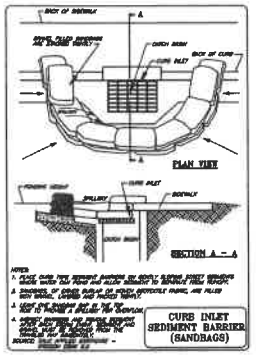
CONSTRUCT ALL SANITARY SEWER CROSSINGS WITH OTHER EXISTING UTILITY PIPES IN ACCORDANCE WITH SECTION 3.03 OF THE LFUCG SANITARY SEWER MANUAL

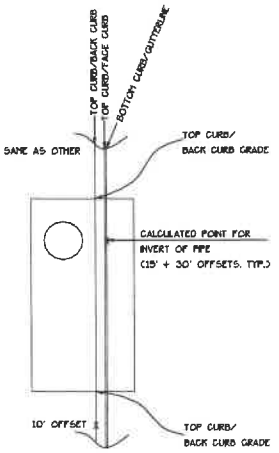
B.U.D. 811 KY1 CODE 1-800-752-6007

KENTUCKY UNDERGROUND PROTECTION INC. KENTUCKY STATE LAW REQUIRES CONTRACTORS TO CALL 2 BUSINESS DAYS PRIOR TO DIGGING. CALL 1-800-752-6007 FOR A LOCATION REQUEST. ANY ORGANIZATIONS THAT ARE NOT A PART OF KUP INC. WILL BE CONTACTED INDIVIDUALLY.









TYPE A CBI STAKING NOTE

CALCULATED OFFSET POINTS OF ALL TYPE A CBI TOP PHASES ARE THE TOP CURB/BACK CURB TIE-IN POINT OF THE STRUCTURE WITH 10' OFFSETS SET IN LINE WITH TOP CURB/BACK CURB. PIPE INVERTS ARE CALCULATED TO THE GUTTER LINE OF BOX PERPENDICULAR TO CENTER ACCESS LID.

NO.	REVISIONS	BY	DATE

DES LGH
DRN CDS
CHK LGH
APPD

DATE 7/2024

SCALE H: 1"=20' V: 1"=2'

BRANNON RESERVE - PHASE 2

OWNER/ DEVELOPER: GREY OAK LANE, LLC.
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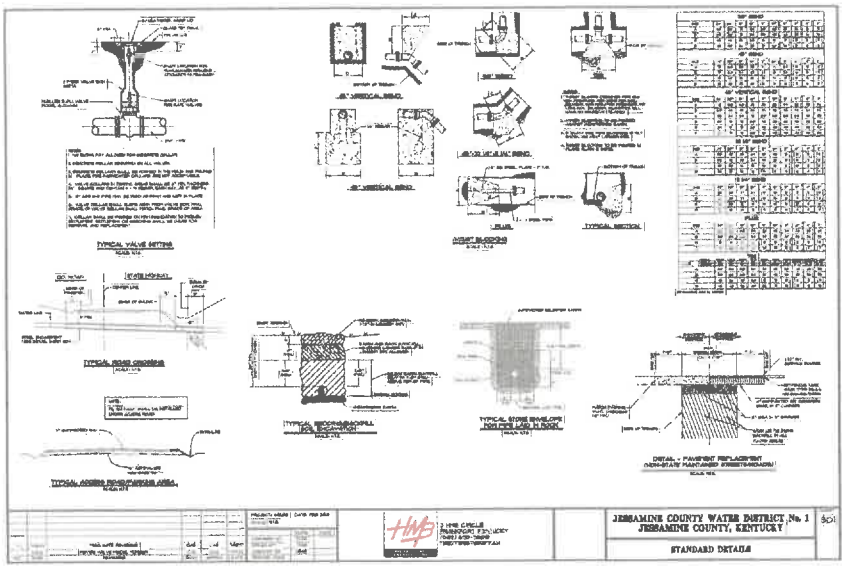
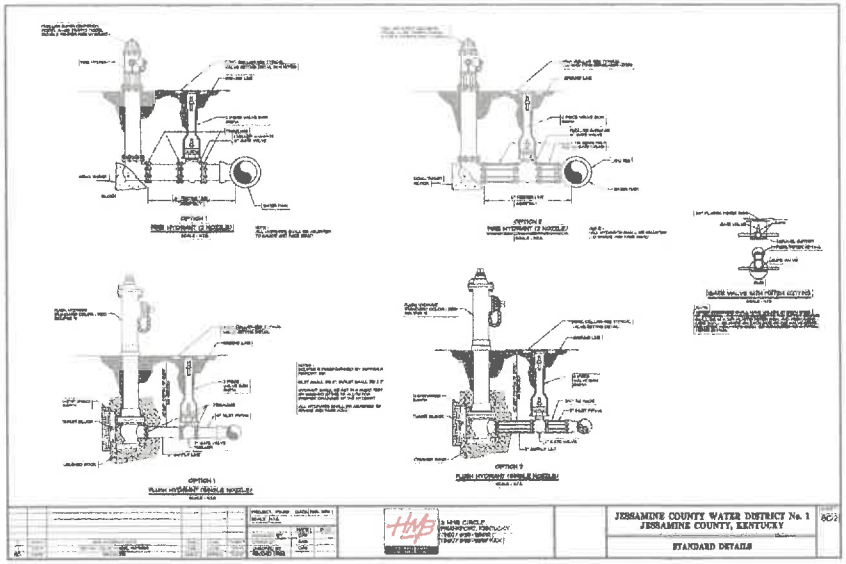
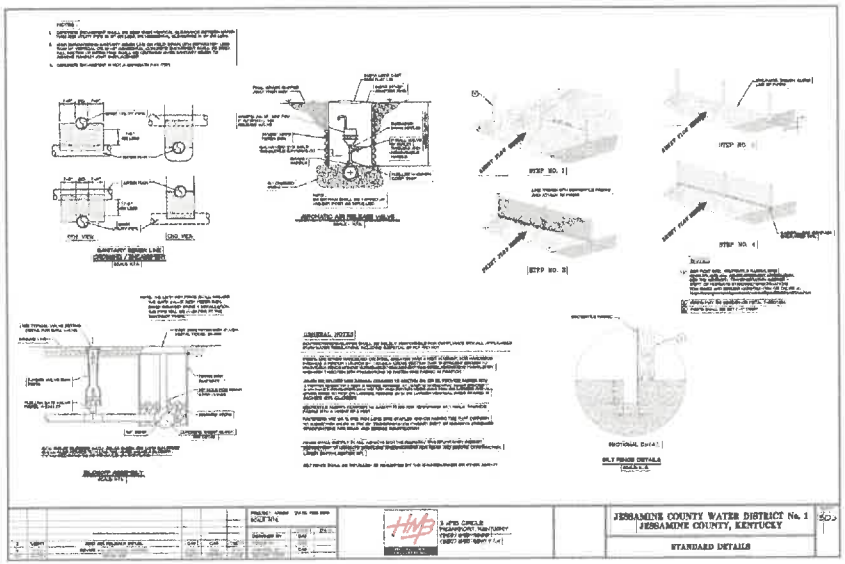
(859) 885-9461 FAX (859) 885-5300

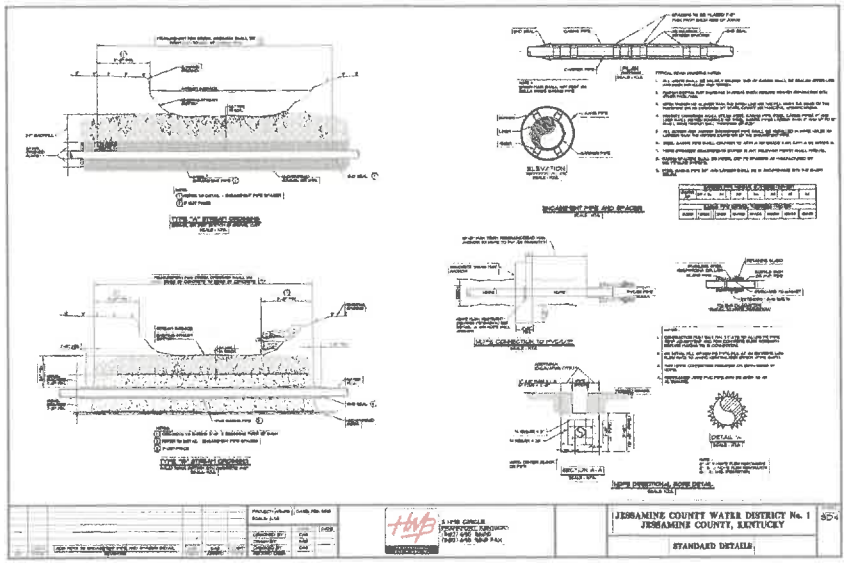
STORM PROFILES
PIPES 15-21

SHEET 9 OF 15









NO.	REVISIONS	BY	DATE

DES LCH
DRN CDS
CHK LCH
APP'D

DATE 7/2024

SCALE H: 1"=50'

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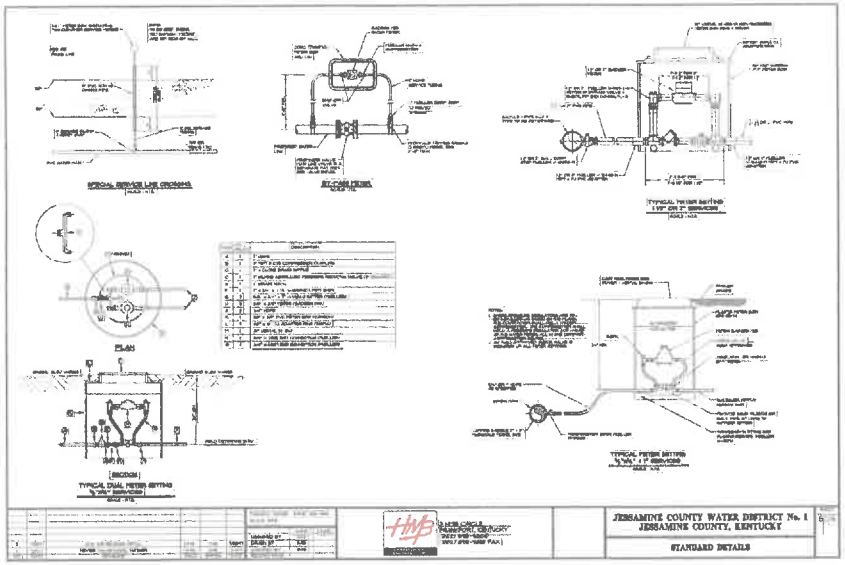
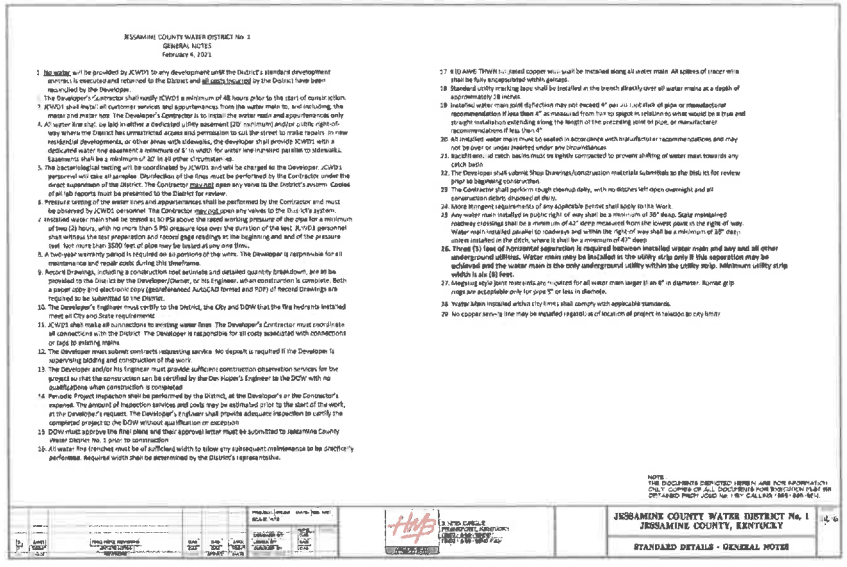
JCWD1 DETAILS

SHEET 10 OF 15



JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY
STANDARD DETAILS

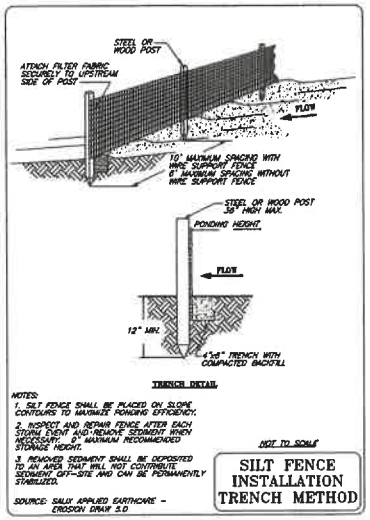


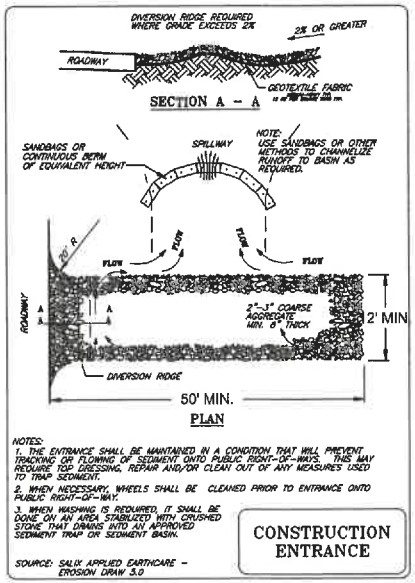
JESSAMINE COUNTY WATER DISTRICT No. 1
GENERAL NOTES
February 4, 2021

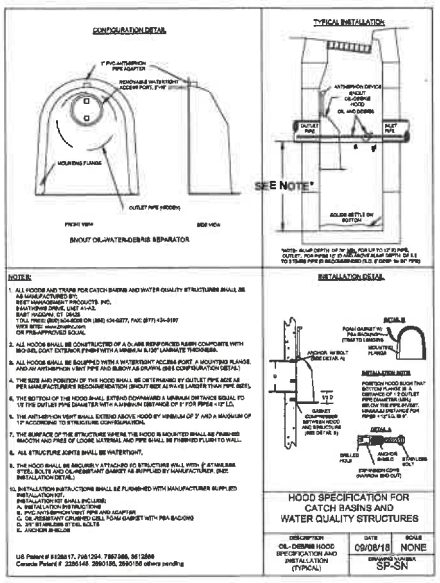
1. No water will be provided by JCWD1 to any development until the District's standard development agreement is executed and returned to the District and all deposits required by the District have been remunerated by the Developer.
2. The Developer's Contractor shall notify JCWD1 a minimum of 48 hours prior to the start of construction.
3. JCWD1 shall install all customer services and appurtenances from the water main to, and including, the meter and meter box. The Developer's Contractor is to install the water main and appurtenances only.
4. All water lines shall be laid in either a dedicated utility easement (20' minimum) and/or utility right-of-way where the District has unrestricted access and permission to cut the street to make repairs. In new residential developments, or other areas with sidewalks, the developer shall provide JCWD1 with a dedicated water line easement a minimum of 8' in width for water line installed parallel to sidewalks. Easements shall be a minimum of 20' in all other circumstances.
5. The bacteriological testing will be coordinated by JCWD1 and will be charged to the Developer. JCWD1 personnel will take all samples. Disinfection of the lines must be performed by the Contractor under the direct supervision of the District. The Contractor may not open any valves to the District's system. Copies of all lab reports must be presented to the District for review.
6. Pressure testing of the water lines and appurtenances shall be performed by the Contractor and must be observed by JCWD1 personnel. The Contractor may not open any valves to the District's system.
7. Installed water main shall be tested at 150 PSI above the rated working pressure of the pipe for a minimum of two (2) hours, with no more than 5 PSI pressure loss over the duration of the test. JCWD1 personnel shall witness the test preparation and record gage readings at the beginning and end of the pressure test. Not more than 1500 feet of pipe may be tested at any one time.
8. A two-year warranty period is required on all portions of the work. The Developer is responsible for all maintenance and repair costs during this timeframe.
9. Record Drawings, including a construction cost estimate and detailed quantity breakdown, are to be provided to the District by the Developer/Owner, or his Engineer, when construction is complete. Both a paper copy and electronic copy (georeferenced AutoCAD format and PDF) of record drawings are required to be submitted to the District.
10. The Developer's Engineer must certify to the District, the City and DOW that the fire hydrants installed meet all City and State requirements.
11. JCWD1 shall make all connections to existing water lines. The Developer's Contractor must coordinate all connections with the District. The Developer is responsible for all costs associated with connections or taps to existing mains.
12. The Developer must submit contracts requesting service. No deposit is required if the Developer is supervising bedding and construction of the work.
13. The Developer and/or his Engineer must provide sufficient construction observation services for the project so that the construction can be certified by the Developer's Engineer to the DOW with no qualifications when construction is completed.
14. Periodic Project Inspection shall be performed by the District, at the Developer's or the Contractor's expense. The amount of inspection services and costs may be estimated prior to the start of the work, at the Developer's request. The Developer's Engineer shall provide adequate inspection to certify the completed project to the DOW without qualification or exception.
15. DOW must approve the final plans and their approval letter must be submitted to Jessamine County Water District No. 1 prior to construction.
16. All water line trenches must be of sufficient width to allow any subsequent maintenance to be effectively performed. Required width shall be determined by the District's representative.
17. #10 AWG TW75 insulated copper wire shall be installed along all water main. All splices of tracer wire shall be fully encapsulated within gaskets.
18. Standard utility marking tape shall be installed in the trench directly over all water mains at a depth of approximately 18 inches.
19. Installed water main joint deflections may not exceed 4° per joint and shall be per pipe or manufacturer recommendation if less than 4° as measured from bell to spigot in relation to water would be a true and straight installation extending along the length of the proceeding joint of pipe, or manufacturer's recommendations if less than 4°.
20. All installed water mains must be sealed in accordance with manufacturer recommendations and may not be over or under installed under any circumstances.
21. Backfilled area, at catch basins must be tightly compacted to prevent shifting of water main towards any catch basin.
22. The Developer shall submit Shop Drawings/construction materials submittals to the District for review prior to beginning construction.
23. The Contractor shall perform rough cleanup daily, with no ditches left open overnight, and all construction debris disposed of daily.
24. More stringent requirements of any applicable permit shall apply to this Work.
25. Any water main installed in public right of way shall be a minimum of 36" deep. Sixty maintained roadway crossing shall be a minimum of 42" deep measured from the lowest point in the right of way. Water main installed parallel to roadways and within the right of way shall be a minimum of 36" deep; unless installed in the ditch, where it shall be a minimum of 42" deep.
26. Three (3) feet of horizontal separation is required between installed water mains and any and all other underground utilities. Water mains may be installed in the utility strip only if this separation may be achieved and the water main is the only underground utility within the utility strip. Minimum utility strip width is six (6) feet.
27. Megalug style joint restraints are required for all water main larger than 4" in diameter. Romac grip rings are acceptable only for pipe 3" or less in diameter.
28. Water taps installed within city limits shall comply with applicable standards.
29. No copper service line may be installed regardless of location of project in relation to city limits.

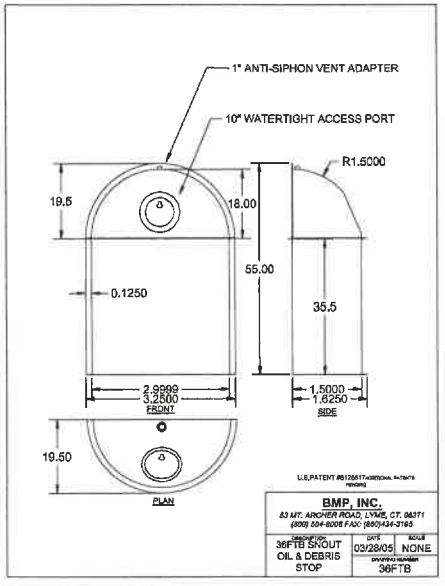
NOTE: THE DOCUMENTS DEPICTED HEREIN ARE NOT REPRESENTATIVE ONLY COPIES OF ALL DOCUMENTS NOW EXECUTION PLEASE SEE DRY-LABO PRINT JCWD Tap 1-15" CALLAS - 885-885-9241

JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY
STANDARD DETAILS - GENERAL NOTES









NO.	REVISIONS	BY	DATE

DES	LCH
DRN	CDG
CHK	LCH
APPD	

DATE: 7/2024

SCALE: H: 1"=50'

BRANNON RESERVE - PHASE 2
OWNER/ DEVELOPER: GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
NICHOLASVILLE, KENTUCKY 40356

HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
216 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356
(859) 885-9441 FAX (859) 885-5180

JCWD1 DETAILS

SHEET 11 OF 15

SANITARY SEWER
STANDARD DETAILS
SHEET 12 OF 15

BRANNON RESERVE - PHASE 2
GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
NICHOLASVILLE, KY. 40356

HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
216 SOUTH MAIN STREET
NICHOLASVILLE, KY 40356
859-885-9441
EMAIL@HORNEENG.COM

SANITARY SEWER

STANDARD DETAILS

SHEET 13 OF 15

BRANNON RESERVE - PHASE 2
GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
NICHOLASVILLE, KY. 40356

HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
216 SOUTH MAIN STREET
NICHOLASVILLE, KY 40356
859-885-9441
EMAIL@HORNEENG.COM

STORM SEWER

STANDARD DETAILS

SHEET 14 OF 15

BRANNON RESERVE - PHASE 2
GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
NICHOLASVILLE, KY. 40356

HORNE ENGINEERING, INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
216 SOUTH MAIN STREET
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STORM SEWER

STANDARD DETAILS

SHEET 15 OF 15

BRANNON RESERVE - PHASE 2
GREY OAK LANE, LLC.
5400 HARRODSBURG ROAD
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HORNE ENGINEERING, INC.
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859-885-9441
EMAIL@HORNEENG.COM

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SITE-SPECIFIC AGREEMENT WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND GREY OAK LANE 2, LLC, TO PROVIDE SANITARY SEWER CONVEYANCE AND TREATMENT CAPACITY TO A PORTION OF PROPERTY IN JESSAMINE COUNTY.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Site-Specific Agreement, which is attached hereto and incorporated herein by reference, with the Jessamine-South Elkhorn Water District and Grey Oak Lane 2, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0101-25:EPT_4910-9508-9692, v. 1

RESOLUTION NO. 068 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SITE-SPECIFIC AGREEMENT WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND GREY OAK LANE 2, LLC, TO PROVIDE SANITARY SEWER CONVEYANCE AND TREATMENT CAPACITY TO A PORTION OF PROPERTY IN JESSAMINE COUNTY.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Site-Specific Agreement, which is attached hereto and incorporated herein by reference, with the Jessamine-South Elkhorn Water District and Grey Oak Lane 2, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County.

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

PASSED URBAN COUNTY COUNCIL: March 6,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0101-25:EPT_4910-9508-9692, v. 1

SITE SPECIFIC AGREEMENT:
BRANNON RESERVE – PHASE 2

This Site Specific Agreement (the "Agreement") is made and entered into on the 4th day of September, 2024 by and among **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Kentucky urban county government (hereinafter **"LFUCG"),** the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT,** a Kentucky rural water and sanitation district (hereinafter **"JSEWD"),** and **GREY OAK LANE 2, LLC,** an Kentucky limited liability company, of 5400 Harrodsburg Road, Nicholasville, KY 40356(hereinafter **"GOL2"**).

W I T N E S S E T H:

WHEREAS, GOL2 owns real estate, located in Jessamine County, Kentucky on the north side of and adjacent to Ashgrove Road Plat (Cabinet 10, Slide 275 – 28.55 acres) and more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, JSEWD and the Lexington- Fayette Urban County Government, hereinafter "LFUCG", are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, conditioned upon GOL2'S compliance with and subject to the terms of this Agreement and for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, GOL2 and JSEWD hereby covenant and agree as follows:

1. ***Sewer Capacity.*** The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed **29,184** gallons per day (average daily flow) for sewage collection and conveyance.

2. ***Agreement to Serve.*** Conditioned upon GOL2'S full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer

facilities by GOL2, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by GOL2 to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. GOL2 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer infrastructure to be constructed without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require GOL2 to convey to JSEWD the sanitary sewer facilities constructed under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed, but JSEWD shall not be compelled to request or accept conveyance.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for GOL2 by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in **Group Exhibit "B"**, GOL2 must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event GOL2 fails to complete all requirements under this Agreement within **365** days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

3. ***Connection Fees.*** GOL2 agrees to be responsible for and pay all fees in the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event GOL2 does not construct the homes on the lots, then any successor in title shall be responsible for the Connection Fee at the time the building permit is issued.

4. ***Additional Fees.*** In addition to the Connection Fees heretofore referenced, GOL2 agrees to pay the full cost of sewer service to its Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

(a) GOL2 shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services (legal and administrative) of JSEWD and/or LFUCG in any way related to the sanitary sewer system.

(b) GOL2 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and GOL2 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to

JSEWD, 802 South Main Street, Nicholasville, Kentucky (P.O. Box 731, Nicholasville, KY 40340-0731). JSEWD will calculate and bill GOL2 or the appropriate user for such Sewer User Fees which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.

(c) If required, GOL2 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.

(d) Pre-treatment permit fees/extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. ***Lien to Secure Payment of Connection Fees and Additional Fees.*** JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. ***Sanitary Sewer and Storm Water Management Installations.*** To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, GOL2 agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in **Group Exhibit "B"**, all on-site and off-site installations and facilities required by LFUCG and JSEWD to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, GOL2 shall size, rehabilitate and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG and JSEWD to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG and JSEWD infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, GOL2 agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD, LFUCG and the Kentucky Division of Water as reflected in **Group Exhibit "B"**, all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph eight (8) herein for sanitary sewer systems, except that the applicable

regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management shall inspect and accept the storm water management installations. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and **Group Exhibit "B"** may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, GOL2 will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. ***Procedures for the Property Sewer System.*** GOL2 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

(a) During construction of the Improvements, LFUCG and JSEWD shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by GOL2. JSEWD agrees to issue a stop work order to GOL2, if requested to do so in writing by LFUCG. GOL2 shall also provide JSEWD and LFUCG with periodic written certifications by GOL2's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

(b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, GOL2 shall provide JSEWD and LFUCG with three (3) sets of digital (AutoCAD) of the "as-built" plans, prepared by GOL2's engineer, showing the location of all installations related to the Improvements as constructed. GOL2 shall provide JSEWD five (5) sets of as-built sanitary and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary and storm sewer systems. GOL2 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

(c) Upon completion of construction of the Improvements or any part thereof, GOL2's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal

requirements, and as constructed it will function for the purpose for which it was designed. GOL2 shall provide proof satisfactory to JSEWD that all contractors, subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system and final inspection by JSEWD and LFUCG of the Property sanitary sewer system, a letter of acceptance shall be delivered to GOL2 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. ***Use of Property Sanitary Sewer System.*** The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. ***Representation and Warranties of GOL2.*** In order to induce JSEWD and LFUCG to enter into this Agreement, GOL2 hereby represents and warrants to JSEWD and LFUCG as follows:

(a) GOL2 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. GOL2 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of GOL2. This Agreement has been duly executed and delivered by GOL2 and constitutes the legal, valid and binding obligation of GOL2 enforceable against it in accordance with its terms.

(b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of GOL2's organizational documents, or any other agreement to which GOL2 is a party.

(c) GOL2 covenants to obtain any consent, approval or authorization of any third party required in connection with GOL2's execution and delivery of this Agreement or the performance by GOL2 of the obligations contemplated herein has been obtained.

(d) GOL2 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements.

(e) GOL2 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in

workmanship. GOL2 agrees to repair and replace, at its own expense, all of the work which may prove to be defective. GOL2 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of GOL2's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by GOL2 which bond or letter of credit shall not be released without prior written approval of JSEWD.

(f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 GOL2R 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 GOL2R Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum, product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits,

decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) GOL2 is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for GOL2's property as described in Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "A".

11. ***Easement.*** GOL2 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. GOL2 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, GOL2 agrees, upon request, to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto , which, upon request, GOL2 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. GOL2 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. GOL2 and JSEWD agree to assign to LFUCG a right of ingress and egress to the sanitary sewer system and to the Property.

12. ***Notices.*** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

"LFUCG"
LFUCG Department of Environmental
Quality and Public Works
200 East Main Street
Lexington, KY 40507

With copy to:
LFUCG Department of Law
200 East Main Street
Lexington, KY 40507

"GOL2"
Mr. William B Frye
5400 Harrodsburg Road
Nicholasville, KY 40356

"JSEWD"
JESSAMINE-SOUTH ELKHORN WATER DISTRICT
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

13. ***Indemnification.*** GOL2 shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of GOL2 herein; (b) any breach of or noncompliance by GOL2 with any covenant or agreement of GOL2 contained in this Agreement; (c) any negligent or wrongful act of GOL2, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. ***Compliance with Law.*** GOL2 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. GOL2 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. ***Exhibit Incorporation by Reference.*** Exhibits A and Group B attached hereto are hereby incorporated by reference as if set out fully herein.

16. ***Binding Effect, Assignment.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. GOL2's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. ***Cost and Attorney's Fees.*** JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred by it connected with the collection of Connection Fees or Additional Fees.

18. ***Amendment/Waiver.*** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as

provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. ***Covenants Running with Land.*** GOL2, and its successors in title, agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. ***Undertakings.*** The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. ***Governing Law.*** This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court. If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. ***Captions.*** The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. ***Multiple Copies.*** This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. ***Entire Agreement.*** This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton 3/18/25
ITS: MAYOR DATE

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: 9-4-24
ITS: CHAIRMAN DATE

GREY OAK LANE 2, LLC
an KY limited liability company

By: 9-9-24
Print Name: William B Frye, Member
Its Authorized Signer

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0125-25

File ID:	0125-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	058-2025	**In Control:**	Urban County Council
				File Created:	01/28/2025
File Name:	iconective 2025			**Final Action:**	03/06/2025

Title: A Resolution authorizing the Div. of E911 to access iconectiv's database of phone numbers and corresponding carriers, iconective LLC., is a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with iconective LLC., related to the procurement at a cost not to exceed $6,000. [Div. of Enhanced 911, Patton]

Notes: SAF in the CCO. REturned to e911 3/21/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Memo_iconectiv sole source 2025, iconeciv annual service renewal_Jan 2025, iconectiv Sole Source 2025, 125-25 iconectiv 4923-4512-8983 v.1.docx, R-069-2025, Contract #058-2025	**Enactment Number:**	R-069-2025
Deed #:		**Hearing Date:**	
Drafter:	Robin Burke	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0125-25

Title

A Resolution authorizing the Div. of E911 to access iconectiv's database of phone numbers and corresponding carriers, iconective LLC., is a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with iconective LLC., related to the procurement at a cost not to exceed $6,000. [Div. of Enhanced 911, Patton]

Summary

Authorization to execute an annual Agreement with iconectiv, LLC, a sole source provider, for the Division of E911 to access iconectiv's database of phone numbers and corresponding carriers utilized by the 911 system nationwide, which is managed under Contract with the FCC, at a cost of $6,000. Funds are Budgeted. (L0125-25) (Patton/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: {No, Completed by

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

Fully Budgeted: Yes

Account Number: 4205-505602-5621-77802 - $5700.00
4204-505602-5622-77802 - $300.00

This Fiscal Year Impact: $**6,000.00**

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: 4205-505602-5621-77802 - $5700.00
4204-505602-5622-77802 - $5350.00

MAYOR LINDA GORTON

LEXINGTON

JONELLE PATTON
DIRECTOR
ENHANCED 911

01/28/2025

TO: Mayor Linda Gorton
Urban County Councilmembers

FROM: Jonelle Patton
Lexington Enhanced 911

RE: iconectiv Enhanced Law Enforcement Platform (ELEP) Service Agreement & Sole Source Renewal

Request:

The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to approve an annual renewal agreement with iconectiv, LLC, which allows this agency to access the Number Portability Administration Center covering the Regional Bell Operating Companies US Service Areas for the purpose of determining which telephone company a phone number is affiliated with. Iconectiv maintains the ELEP telephone portability service for the Federal Communications Commission (FCC) under an exclusive agreement (Sole Source Form attached). The FCC portability law allows customers to keep their landline, wireless and VoIP telephone number when changing carriers and/or location. However, when location and carrier information is missing from call data presented to 911, this service identifies the carrier and landline location associated with the number used to dial 911. This service helps maintain the accuracy of the 911 database for Lexington and 29 counties in the Lexington owned Central Kentucky 911 Network. The term of the annual renewal is March 2025 to March 2026.

Why are you requesting?

On behalf of the FCC, iconectiv, LLC maintains the only database of phone numbers and corresponding carriers utilized by the 911 system nationwide. The agreement with Iconectiv does not have an automatic renewal clause, thus it must be renewed annually.

What are the costs in this budget year and future budget years?

The annual fee is $6,000.00.

Are the funds budgeted?

Yes - fully funded in accounts: 4205-505602-5621-77802 @ $5,700 + 4204-505602-5622-77802 @ $300.

File Number: 0125-25

xc: Ken Armstrong, Commissioner

Docusign Envelope ID: FA66A106-FFDF-46AF-BC26-C5424FB8FEB9

iconectiv®

RENEWAL TO ELEP SERVICE AGREEMENT

Contract Number: ONB0014889

This renewal to ELEP Service Agreement (**"Renewal"**) is effective the 4 day of **March** 20**25** (the **"Effective Date"**) by and between iconectiv, LLC, a Delaware corporation with a principal place of business at 100 Somerset Corporate Boulevard, Bridgewater, NJ 08807 USA, (**"iconectiv"**) and Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911, a Public Safety Answering Point principally located at 115 Cisco Road, Lexington, KY 40504 (**"Customer"**). As used herein, "Party" or "Parties" may refer to Customer or iconectiv, individually or collectively.

RECITALS

WHEREAS, iconectiv and Customer have executed an ELEP Service Agreement dated 10/26/2017 (the **"Agreement"**) for the provision of Enhanced Law Enforcement Platform **("ELEP")** Services; and

WHEREAS, iconectiv and Customer wish to renew the Agreement for an additional one (1) year period, as set forth in this Renewal; and

NOW THEREFORE, for and in consideration of the premises and mutual promises and covenants contains herein, the Parties hereby agree to renew the Agreement as follows:

1. DEFINITIONS

All capitalized terms and phrases used in this Renewal shall have the meanings set forth herein. Capitalized terms that are not defined herein shall be interpreted in the context in which they are used in the Agreement and shall have such meaning for purposes of this Renewal.

2. TERM

This Renewal shall take effect on the Effective Date specified above and shall continue in full force and effect for a period of one (1) year from the Effective Date. The Renewal Effective Date shall mean the Effective Date of this Renewal. In order to receive the Service after the expiration of the Renewal, Customer will be required to continue to qualify as an LEA, as a PSAP Provider, or as an Authorized Supporting Organization, and execute a new ELEP Service Agreement or new Renewal to the Agreement.

3. PRICING

Customer agrees to pay iconectiv the fees set forth in this Renewal on an annual basis (the **"Annual Fee"**). Payment in full of the Annual Fee for the selected subscription level listed in the table below shall allow Customer to access the Service provided under the Agreement. If Customer exceeds the maximum transactions at the selected subscription level, Customer will be charged an incremental fee for each additional transaction as set forth in the table below, based upon the subscription level selected starting in the month that the maximum level is exceeded. For purposes of the Agreement and this Renewal, a "Transaction" shall mean the processing by iconectiv of a telephone number submitted to the ELEP; a single telephone number submitted by Customer to ELEP and processed by iconectiv is one (1) Transaction.

ICONECTIV AND CUSTOMER CONFIDENTIAL - RESTRICTED ACCES
This document and the confidential information it contains shall be distributed, routed or made available solely to authorized persons having a need to know within iconectiv and CUSTOMER, except with written permission of iconectiv.

Docusign Envelope ID: FA66A106-FFDF-46AF-BC26-C5424FB8FEB9

Please indicate the subscription level selected for the Term by placing an "X" in the column next to corresponding subscription level.

Subscription Level	Subscription Level	Transaction Band	Annual Fee	Incremental Fee Per
Brass		0 to 2,500	$950	$1.00
Bronze		0 to 5,000	$1,500	$1.00
Silver	x	0 to 25,000	$6,000	$1.00
Gold		0 to 200,000	$12,000	$1.00
Platinum		Unlimited	$95,000	N/A

If Customer does not select a Subscription Level from the above table due to anticipated low Transaction activity, Customer must select the following Per Transaction Fee subscription level. The Per Transaction Fee subscription level requires advance payment of a minimum, non-refundable, Two Hundred Dollar ($200.00) Fee to cover the first two hundred (200) Transactions. Thereafter, any Transactions after the first two hundred (200) Transactions will be billed One Dollar ($1.00) per Transaction, in arrears, in the last month of the Term.

Per Transaction	Select		$1.00/Transaction

4. BILLING AGENTS

If Customer wishes to use a third party agent to directly receive from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement (the "Billing Agent"), then Customer must send to iconectiv a signed letter of agency that identifies and appoints the Billing Agent for purposes of directly receiving from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement and this Renewal. For the avoidance of doubt, Customer's appointment of a Billing Agent shall not relieve Customer of its payment obligations under the Agreement and this Renewal and Customer shall remain responsible for the payment of all amounts due under the Agreement and this Renewal, unless otherwise provided by applicable law. Customer may revoke Billing Agent's appointment at any time by providing iconectiv with thirty (30) days prior written notice of such revocation.

5. CONNECTIVITY CHARGES

iconectiv will make ELEP Service available via Virtual Private Network (VPN) connectivity. The iconectiv Enhanced Law Enforcement Platform (ELEP) service was designed as a highly available system with two geographically separated datacenters where users are required to connect via a VPN with a separate redundant IPSEC tunnel to each center. The charge per VPN connectivity pair equals One Thousand Eight Hundred Dollars ($1800) per year. Customer must indicate its selection to either accept or decline VPN connectivity by checking the appropriate box below, and indicating the number of VPN pairs requested. Customer must indicate the number of VPNs.

VPN Connectivity	Accept	Decline	Number of VPN Pairs
Selection		x	

Docusign Envelope ID: FA66A106-FFDF-46AF-BC26-C5424FB8FEB9

6. ENTIRE AGREEMENT

Except as specifically modified herein, all the provisions of the Agreement entered into with respect thereto, shall remain unaltered and in full force and effect in accordance with their terms. This Renewal sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreement, discussions, negotiations or representations between the Parties, whether written or oral, with respect thereto. This Renewal and the Agreement may not be amended except to the extent agreed to by the Parties and documented in a written amendment executed by both Parties.

Each Party agrees that electronic or scanned signatures of the Parties to this Agreement are intended to authenticate this writing and to have the same force and effect as original signatures.

By checking the box below and typing my name I am certifying that: (a) I have read this Renewal, (b) I accept all terms and conditions set forth herein on behalf of the agency or company I represent, as of the Effective Date, (c) I am duly authorized to execute this Renewal, and (d) my typed name below on the signature line represents my electronic signature.

☐ **Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911 confirmation of electronic signature**

☒ **iconectiv, LLC confirmation of electronic signature**

Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911	**iconectiv, LLC**
By:	By: DocuSigned by: Dominic Maisano 2A80D04050AE498...
Signature	Signature
Name: Linda Gorton	Name: Dominic Maisano
Title: Mayor	Title: Director, Contract Management
Date:	Date: 1/27/2025

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

Requesting Division

Name Jonelle Patton Division/Dept Enhanced 911

Phone 859-280-8200 Email jpatton@lexington911.ky,gov

Type of Purchase: ☐ Goods/Materials/Equipment ☑ Services

Cost: $6,000

Sole Source Request for the Purchase of: Services to access iconectiv number portability access center, which is managed under contract with the Federal Communications Commission.

☐ 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 iconectiv, LLC

Contact Name Angela Seredocha, Senior Operations Center Manager-Acct

Address 100 Somerset Corporate Blvd, Bridgewater, NJ 08807

Phone 732-699-4889 Email aseredocha@iconectiv.com

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

iconectiv is the sole vendor under contract with the Federal Communications Commission to manage telephone number (landline, wireless and VoIP) portability between carriers. E911 accesses the database to resolve issues when calls to 911 do not present location information and carrier information as they should Generally, failure of a number to "port" between carriers is teh root cause. iconectv serves as the sole clearinghouse in the USA for telephone portability and dispute resolution.

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

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

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

☑ Uniqueness of the service. Describe.

As noted in the agreement, iconectiv is under contract with the FCC to serve as the sole vendor to provide this service in teh USA.

☐ 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:

-

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.).**

A web search revealed that the FCC has contracted with iconectiv as the neutral sole source for maintaining the national telephone number registry that facilitates portability of telephone numbers in compliance with the Federal Telecommunications Act of 1996. E911 centers nationwide access the database when they encounter issues with data missing with a 911 call, such as location or carrier.

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.)

Pricing is consistent with the number of queries E911 makes annually of the iconectiv database, which is up to 25,000. iconectiv charges the same amount for all 911 centers in teh nation based on the number of queries made against their database. E911 selected teh cost band that is consistent with its current use.

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

Due to the unique nature of the service contracted by the FCC, there is no room for either cost savings or cost avoidance. iconectiv is the only firm in the USA that E911 centers can use for telephone portability resear which is necessary to maintain the local database of locations, addresses and carriers that each incoming 911 call "dips" into that provides information to the 911 operator.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO ACCESS ICONECTIV'S DATABASE OF PHONE NUMBERS AND CORRESPONDING CARRIERS, ICONECTIVE LLC., IS A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ICONECTIVE LLC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $6,000.00.

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

Section 1 – That the Division of E 911 is authorized to access iconectiv's database of phone numbers and corresponding carriers, iconective LLC., is 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 iconective LLC., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $6,000.00, be and hereby is approved for payment to iconective LLC., $5,700.00 from account #4205-505602-77802 and $300.00 from account #4204-505602-77802.

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

0125-25 MRS:4923-4512-8983, v. 1

RESOLUTION NO. 069 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO ACCESS ICONECTIV'S DATABASE OF PHONE NUMBERS AND CORRESPONDING CARRIERS, ICONECTIVE LLC., IS A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ICONECTIVE LLC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $6,000.00.

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

Section 1 – That the Division of E 911 is authorized to access iconectiv's database of phone numbers and corresponding carriers, iconective LLC., is 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 iconective LLC., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $6,000.00, be and hereby is approved for payment to iconective LLC., $5,700.00 from account #4205-505602-77802 and $300.00 from account #4204-505602-77802.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0125-25 MRS:4923-4512-8983, v. 1

Docusign Envelope ID: FA66A106-FFDF-46AF-BC26-C5424FB8FEB9

iconectiv

RENEWAL TO ELEP SERVICE AGREEMENT

Contract Number: ONB0014889

This renewal to ELEP Service Agreement (**"Renewal"**) is effective the 4 day of March 2025 (the **"Effective Date"**) by and between iconectiv, LLC, a Delaware corporation with a principal place of business at 100 Somerset Corporate Boulevard, Bridgewater, NJ 08807 USA, (**"iconectiv"**) and Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911, a Public Safety Answering Point principally located at 115 Cisco Road, Lexington, KY 40504 (**"Customer"**). As used herein, "Party" or "Parties" may refer to Customer or iconectiv, individually or collectively.

RECITALS

WHEREAS, iconectiv and Customer have executed an ELEP Service Agreement dated 10/26/2017 (the **"Agreement"**) for the provision of Enhanced Law Enforcement Platform **("ELEP")** Services; and

WHEREAS, iconectiv and Customer wish to renew the Agreement for an additional one (1) year period, as set forth in this Renewal; and

NOW THEREFORE, for and in consideration of the premises and mutual promises and covenants contains herein, the Parties hereby agree to renew the Agreement as follows:

1. DEFINITIONS

All capitalized terms and phrases used in this Renewal shall have the meanings set forth herein. Capitalized terms that are not defined herein shall be interpreted in the context in which they are used in the Agreement and shall have such meaning for purposes of this Renewal.

2. TERM

This Renewal shall take effect on the Effective Date specified above and shall continue in full force and effect for a period of one (1) year from the Effective Date. The Renewal Effective Date shall mean the Effective Date of this Renewal. In order to receive the Service after the expiration of the Renewal, Customer will be required to continue to qualify as an LEA, as a PSAP Provider, or as an Authorized Supporting Organization, and execute a new ELEP Service Agreement or new Renewal to the Agreement.

3. PRICING

Customer agrees to pay iconectiv the fees set forth in this Renewal on an annual basis (the **"Annual Fee"**). Payment in full of the Annual Fee for the selected subscription level listed in the table below shall allow Customer to access the Service provided under the Agreement. If Customer exceeds the maximum transactions at the selected subscription level, Customer will be charged an incremental fee for each additional transaction as set forth in the table below, based upon the subscription level selected starting in the month that the maximum level is exceeded. For purposes of the Agreement and this Renewal, a "Transaction" shall mean the processing by iconectiv of a telephone number submitted to the ELEP; a single telephone number submitted by Customer to ELEP and processed by iconectiv is one (1) Transaction.

ICONECTIV AND CUSTOMER CONFIDENTIAL - RESTRICTED ACCES
This document and the confidential information it contains shall be distributed, routed or made available solely to authorized persons having a need to know within iconectiv and CUSTOMER, except with written permission of iconectiv.

Please indicate the subscription level selected for the Term by placing an "X" in the column next to corresponding subscription level.

Subscription Level	Subscription Level	Transaction Band	Annual Fee	Incremental Fee Per
Brass		0 to 2,500	$950	$1.00
Bronze		0 to 5,000	$1,500	$1.00
Silver	x	0 to 25,000	$6,000	$1.00
Gold		0 to 200,000	$12,000	$1.00
Platinum		Unlimited	$95,000	N/A

If Customer does not select a Subscription Level from the above table due to anticipated low Transaction activity, Customer must select the following Per Transaction Fee subscription level. The Per Transaction Fee subscription level requires advance payment of a minimum, non-refundable, Two Hundred Dollar ($200.00) Fee to cover the first two hundred (200) Transactions. Thereafter, any Transactions after the first two hundred (200) Transactions will be billed One Dollar ($1.00) per Transaction, in arrears, in the last month of the Term.

Per Transaction	Select		$1.00/Transaction

4. BILLING AGENTS

If Customer wishes to use a third party agent to directly receive from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement (the "Billing Agent"), then Customer must send to iconectiv a signed letter of agency that identifies and appoints the Billing Agent for purposes of directly receiving from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement and this Renewal. For the avoidance of doubt, Customer's appointment of a Billing Agent shall not relieve Customer of its payment obligations under the Agreement and this Renewal and Customer shall remain responsible for the payment of all amounts due under the Agreement and this Renewal, unless otherwise provided by applicable law. Customer may revoke Billing Agent's appointment at any time by providing iconectiv with thirty (30) days prior written notice of such revocation.

5. CONNECTIVITY CHARGES

iconectiv will make ELEP Service available via Virtual Private Network (VPN) connectivity. The iconectiv Enhanced Law Enforcement Platform (ELEP) service was designed as a highly available system with two geographically separated datacenters where users are required to connect via a VPN with a separate redundant IPSEC tunnel to each center. The charge per VPN connectivity pair equals One Thousand Eight Hundred Dollars ($1800) per year. Customer must indicate its selection to either accept or decline VPN connectivity by checking the appropriate box below, and indicating the number of VPN pairs requested. Customer must indicate the number of VPNs.

VPN Connectivity	Accept	Decline	Number of VPN Pairs
Selection		x	

6. ENTIRE AGREEMENT

Except as specifically modified herein, all the provisions of the Agreement entered into with respect thereto, shall remain unaltered and in full force and effect in accordance with their terms. This Renewal sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreement, discussions, negotiations or representations between the Parties, whether written or oral, with respect thereto. This Renewal and the Agreement may not be amended except to the extent agreed to by the Parties and documented in a written amendment executed by both Parties.

Each Party agrees that electronic or scanned signatures of the Parties to this Agreement are intended to authenticate this writing and to have the same force and effect as original signatures.

By checking the box below and typing my name I am certifying that: (a) I have read this Renewal, (b) I accept all terms and conditions set forth herein on behalf of the agency or company I represent, as of the Effective Date, (c) I am duly authorized to execute this Renewal, and (d) my typed name below on the signature line represents my electronic signature.

☐ **Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911 confirmation of electronic signature**

☒ **iconectiv, LLC confirmation of electronic signature**

Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911	**iconectiv, LLC**
By: Linda Gorton Signature	By: DocuSigned by: Dominic Maisano 2A80D04050AE498... Signature
Name: Linda Gorton	Name: Dominic Maisano
Title: Mayor	Title: Director, Contract Management
Date:	Date: 1/27/2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0126-25

File ID:	0126-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/29/2025
File Name:	Change Order Town Branch WWTP RAS/WAS			**Final Action:**	03/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 4 to the Contract with W. Principles, LLC d/b/a the Walker Co. of Ky., for Town Branch RAS/WS Pump Station Improvements, for the Div. of Water Quality, increasing the Contract by the sum of $154,401.75, from $2,955,268.23 to $3,109,669.98. [Div. of Water Quality, Martin]

Notes: SAF in the CCO. Returned to CK via IOM 3/20/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Blue Sheet Memo, Change Order Contract #128-2021, RASWAS Proposal, RESO 0126-25-Change order 4 W Principles 4913-0487-0684 v.1.docx, R-070-2025	**Enactment Number:**	R-070-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Tiffany Rank	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0126-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 4 to the Contract with W. Principles, LLC d/b/a the Walker Co. of Ky., for Town Branch RAS/WS Pump Station Improvements, for the Div. of Water Quality, increasing the Contract by the sum of $154,401.75, from $2,955,268.23 to $3,109,669.98. [Div. of Water Quality, Martin]

Summary

Authorization to approve Change Order #4 (Contract #128-2021) with W Principles, LLC d/b/a The Walker Company of Kentucky, the Town Branch RAS/WS Pump Station Improvements Contractor for an increase of $154,401.75 to replace power supply cabling and conduit between the substation and the pump control panels and field changes in pipe/pump configurations. The total revised Contract amount including this Change Order will be $3,109,669.98. Funds are Budgeted. (L0126-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Evan Thompson 1/28/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: $154,401.75

Annual Impact: $

Project: TBWWTP_RMP

Activity: CONSENT_DE

Budget Reference: 2024

Current Balance: $1,826,095.63

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 10, 2025

SUBJECT: Change Order #4
Town Branch WWTP RAS/WAS (Contract # 128-2021)

Request

The Division of Water Quality recommends approval of Change Order #4 to W Principles, LLC d/b/a The Walker Company of Kentucky, the contractor for the Town Branch RAS/WAS Pump Station Improvements.

Purpose of Request

Replacement of WAS pump seal water controls, addition of sludge sampling piping, RAS discharge vent piping, rerouting of conduit because of a conflict with the new hoist, and replacement of the RAS/WAS Pump Station Building service conductors between the MCC and Substation A. The replacement of the building conductors was the largest change. We specified for these conductors to be tested to see if they need to be replaced; this set showed signs of insulation deterioration.

Project Cost in FY24 Budget and Future Budget Years

FY24 – Approval of this change order results in an increase of $154,401.75 to the contract. The revised contract amount including this change order will be $3,109,669.98 representing a 13.24% increase of the original contract amount.

Future Budget Impact –This change order will not have an impact on future budget years.

Are Funds Budgeted

Funds are Budgeted in: 4003 303401 3401 92711 2024 TBWWTP_RMP CONSENT_DE

Martin/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**January 12, 2025**
Project:	Town Branch WWTP RAS/WAS Pump Station Improvements
Location:	Town Branch WWTP
Contract No.	Bid # 128-2021
Original Contract Amt.	$2,746,000.00
Cumulative Amount of Previous Change Orders	$209,268.23
Percent Change - Previous Change Orders	7.62%
Total Contract Amount Prior to this Change Order	$2,955,268.23
Change Order No.	**4**

To (Contractor):
W. Priciples, LLC
200 Apperson Heights, Suite 200
Sterling, KY 40353

Mt.

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Replace RAS Pump Station building service conductors between MCC and Substation A.		$103,824.00
2	Replace existing WAS pump seal water controls		$35,514.75
3	Add sludge sample piping and RAS pump discharge vent piping		$10,510.00
4	Reroute electircal conduit conflict with hoist		$4,553.00
	Total decrease	$0.00	
	Total increase		$154,401.75
	Net Amount of this Change Order	$154,401.75	
	New Contract Amount Including this Change Order	$3,109,669.98	
	Percent Change - This Change Order		5.62%
	Percent Change - All Change Orders		13.24%

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

This Change Order shall have a zero (0) calendar day time extension.

Recommended by:	(Project Manager)	Date 1/13/25
Reviewed / Accepted by:	(Consultant)	Date 1/13/25
Accepted by:	(Contractor)	Date 1/13/25
Approved by:	(Director)	Date 1-17-25
Approved by: N/A (Less than 5%)	(Commissioner)	Date 1/21/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch WWTP RAS/WAS Pump Station Improveme
	CONTRACT NO. Bid # 128-2021
	CHANGE ORDER #: 4

1. Necessity for change: This change order: replaces 40 year old conductors that were found with deteriorated insulation; replaces old WAS pump seal water system; adds sludge sample lines and air relief piping; and routes existing conduit to avoid new hoist installation. Refer to attached proposal submitted by Contractor.

2. Is proposed change an alternate bid? ___Yes __X_No

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

   If "Yes", explain.

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

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

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

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

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

8. Effect on contract completion date: Contract Completion Date extended additional 203 Days for Final Completion December 31, 2024.

_____ _____

Mayor Date

December 11th, 2024

Strand Associates, Inc.
651 Perimeter Drive
Lexington, KY 40517

RE: Town Branch WWTP RAS/WAS Pump Station Project - Change Order #04 Proposal

Attention: Mike Davis, P.E.

Mr. Davis,

This document represents W Principles' proposal for the changes in scope, and/or contractual value, associated with the Town Branch WWTP RAS/WAS Pump Station Improvements Project. These items are listed below and further broken down in the attached documents:

1. MCC Feeder Replacement (CO #05)
2. WAS Pump Seal Water (CO#06)
3. Air Vent/Pressure Gauge/Sample Point Assemblies (CO #07)
4. Conduit Reroute (CO #08)
5. Time Extension Request
    - Completion Date via Change Order #01 = June 11th, 2024
    - Completion Date via Time Extension Request following MCC Delivery (Attached) = November 22nd, 2024
    - New Requested Completion Date = December 31st, 2024
    - Total Calendar Days Added from Last Request = 39 Days
    - Total Calendar Days Added from Last Extension (CO#01) = 203 Days

The thirty nine calendar days requested represent the additional time for the changes in scope listed above as well as unforeseen time to startup, commission, and troubleshoot pumps 3&4 before we could switch the plant over to the other set of clarifiers and begin demolition of pumps 1&2.

Note, all work within the scope of the project is projected to be complete by the end of the year. Please allow two weeks in January to complete punch list items shall they arise. Please give me a call if you have any questions or would like to discuss in greater detail.

Sincerely,

Andrew Eberle - Project Manager

cc: Arthur Walker, IV – President
David Parker – Wastewater Superintendent

July 12th, 2024

Strand Associates, Inc.
651 Perimeter Drive
Lexington, KY 40517

RE: Town Branch WWTP RAS/WAS Pump Station Project - Change Order #04 Time Extension Request

Attention: Mike Davis, P.E.

Mr. Davis,

This document represents W Principles' proposal for the change in contractual completion date associated with the Town Branch WWTP RAS/WAS Pump Station Improvements Project. These items are listed and described below:

1. **Final MCC Delay – Contract Extension**

   The MCC was received by AE Electric on June 27th, 2024. As shown in the latest schedule update, W Principles' mobilization date is set for July 22nd, 2024. The new final completion date will be November 22nd, 2024. W Principles projects to finish work on October 23rd, 2024 (substantial completion), the additional 30 days are to allow for punch list items to be completed. The latest contractual completion date was October 12th, 2024. This request is to add an additional 42 days to the final completion date.

Please give me a call if you have any questions or would like to discuss in greater detail. I look forward to hearing from you soon.

Sincerely,

Andrew Eberle - Project Manager

cc: Arthur Walker, IV – President
David Parker – Wastewater Superintendent

PRINCIPLES

CO #05 Breakdown - MCC Feeder Replacement

DATE: October 1, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**AE Electric - Replace Exisitng MCC Feeder Conductors - Labor& Material**		**$ 98,880.00**
	Labor		*$ 66,593.00*
	Material		*$ 32,287.00*
2	**W Principles - Overhead/Payroll/Profit @5%**		**$ 4,944.00**
		TOTAL	**$ 103,824.00**

NOTES/EXCEPTIONS

1 W Principles requests this be added to the contract via change order.

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

PRINCIPLES

Town Branch RAS/WAS Pump Station

CO #06 Breakdown - WAS Pump Seal Water

DATE: October 24, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**AE Electric - WAS Pump Seal Water Electrical**		**$ 32,345.00**
	Labor		*$ 19,830.00*
	Material		*$ 12,515.00*
2	**W Principles - Overhead/Payroll/Profit @5%**		**$ 1,617.25**
3	**W Principles - Seal Water Process Piping / Installation**		
	Labor		*$ 750.00*
	Material		*$ 600.00*
4	**W Principles - Overhead/Payroll/Profit @15%**		**$ 202.50**
		TOTAL	**$ 35,514.75**

1 **NOTES/EXCEPTIONS**

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

PRINCIPLES

Town Branch RAS/WAS Pump Station

CO #07 Breakdown - Additional Assemblies

DATE: November 15, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**Double Steel Pipe Supports**		**$ 1,400.00**
	Labor (20 hours @ $40/HR)		*$ 800.00*
	Material		*$ 600.00*
2	**Pressure Gauge / Sample Point Assemblies**		**$ 4,200.00**
	Labor (40 hours @ $40/HR)		*$ 1,600.00*
	Material		*$ 2,600.00*
3	**Air Vent Assemblies**		**$ 3,560.00**
	Labor (40 hours @ $40/HR)		*$ 1,600.00*
	Material		*$ 1,750.00*
	Equipment (Core Drill)		*$ 210.00*
4	**W Principles - Overhead/Payroll/Profit @15%**		**$ 1,350.00**
		TOTAL	**$ 10,510.00**

	NOTES/EXCEPTIONS
1	

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

PRINCIPLES

CO #08 Breakdown - Conduit Reroute

DATE: December 11, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**AE Electric - Clarifier Conduit Reroute**		$ 3,953.00
2	**W Principles - Time/Overhead/Payroll**		$ 600.00
		TOTAL	$ 4,553.00

NOTES/EXCEPTIONS

1 W Principles requests this be added to the contract via change order.

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 4 TO THE CONTRACT WITH W. PRINCIPLES, LLC D/B/A THE WALKER COMPANY OF KENTUCKY, FOR TOWN BRANCH RAS/WS PUMP STATION IMPROVEMENTS, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF $154,401.75, FROM $2,955,268.23 TO $3,109,669.98.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 4, which is attached hereto and incorporated herein by reference, to the Contract with W. Principles, LLC d/b/a The Walker Company of Kentucky, for Town Branch RAS/WS Pump Station Improvements, for the Division of Water Quality, increasing the contract price by the sum of $154,401.75, from $2,955,268.23 to $3,109,669.98.

Section 2 – That an amount, not to exceed the sum of $154,401.75, be and hereby is approved for payment to W. Principles, LLC d/b/a The Walker Company of Kentucky, from account # 4003-303401-3401-92711, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0126-25:EPT:4913-0487-0684, v. 1

RESOLUTION NO. 070 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 4 TO THE CONTRACT WITH W. PRINCIPLES, LLC D/B/A THE WALKER COMPANY OF KENTUCKY, FOR TOWN BRANCH RAS/WS PUMP STATION IMPROVEMENTS, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF $154,401.75, FROM $2,955,268.23 TO $3,109,669.98.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 4, which is attached hereto and incorporated herein by reference, to the Contract with W. Principles, LLC d/b/a The Walker Company of Kentucky, for Town Branch RAS/WS Pump Station Improvements, for the Division of Water Quality, increasing the contract price by the sum of $154,401.75, from $2,955,268.23 to $3,109,669.98.

Section 2 – That an amount, not to exceed the sum of $154,401.75, be and hereby is approved for payment to W. Principles, LLC d/b/a The Walker Company of Kentucky, from account # 4003-303401-3401-92711, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0126-25:EPT:4913-0487-0684, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0134-25

File ID:	0134-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	042-2025	**In Control:**	Urban County Council
				File Created:	01/30/2025
File Name:	Incentive Grant Bluegrass Greensource, Inc. Class B			**Final Action:**	03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) incentive Grant to Bluegrass Greensource, Inc., for a stormwater quality project, at a cost not to exceed $39,630. [Div. of Water Quality, Martin]

Notes: in office 2.26 AA

SAF in the CCO. REturned to Denice 3/7/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Blue sheet, FY 2025 Bluegrass Greensource_Class B Edu - Council Map full, FY25 Class BE - Bluegrass Greensource, Inc GAA_signed by Grantee, RESO 0134-25- Class B Education Stormwater Grant with Bluegrass Greensource 4926-6585-6796 v.1.docx, R-071-2025, Contract #042-2025	**Enactment Number:**	R-071-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Denice Bullock	**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	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0134-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Education) incentive Grant to Bluegrass Greensource, Inc., for a stormwater quality project, at a cost not to exceed $39,630. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Greensource, Inc., in the amount of $39,630.00 to implement a year-long public education and involvement campaign focused on stormwater management focused on trees and neighborhood streams. Funds are Budgeted. (L0134-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Evan Thompson 1/24/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $39,630.00

Annual Impact: $39,630.00

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance: $1,673,910

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 23, 2025

SUBJECT: Recommendation for an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Greensource, Inc.

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Greensource, Inc., in the amount of $39,630.00.

Purpose of Request

The purpose of the project is to implement another year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. This project has two main parts: a program to empower local residents to improve their water quality and address water quantity on their own property and a comprehensive education program that will focus on the benefits of trees and the value of our neighborhood streams for our youngest Lexington residents.

Project Cost in FY25 and in Future Budget Years

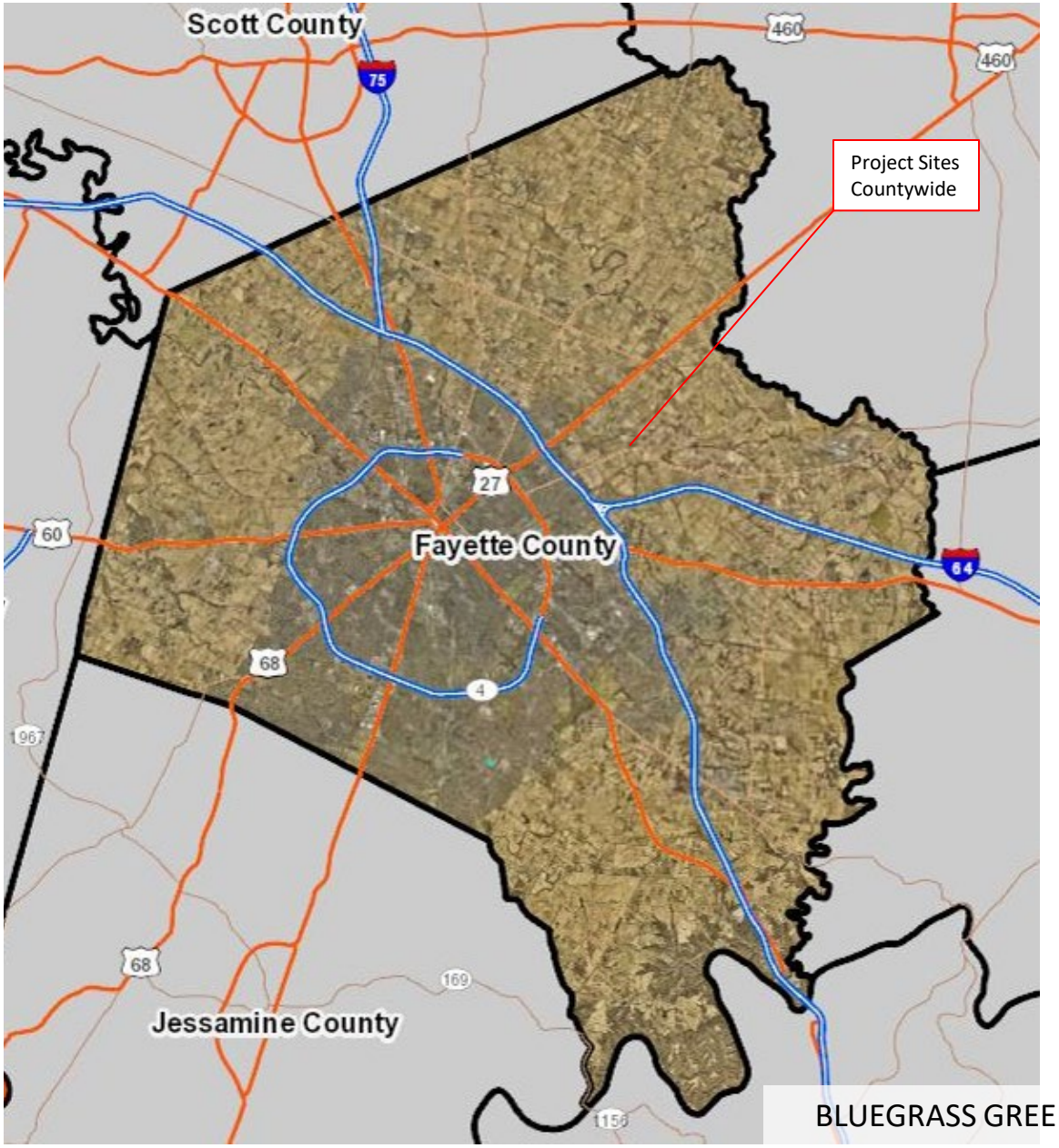
The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $39,630.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



BLUEGRASS GREENSOURCE, INC.

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BLUEGRASS GREENSOURCE, INC., 835 NATIONAL AVENUE, LEXINGTON, KEN-TUCKY 40502** (hereinafter "Grantee").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$39,630.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **BLUEGRASS GREENSOURCE, INC.**
835 NATIONAL AVENUE
LEXINGTON, KY 40502

BY: Amy Sohner
NAME: Amy Sonner
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Amy L. Sohner, as the duly authorized representative for and on behalf of Bluegrass Greensource, Inc. on this the 18th day of December, 2024.
My commission expires: 08/08/2027

Nella M. Hiens
NOTARY PUBLIC

Nella M. Hiens
Notary Public ID No. KYNP15045
State at Large, Kentucky
My Commission Expires on 08/08/2027

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bluegrass Greensource, Inc.

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class B Education Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Bluegrass Greensource, Inc. (BGGS)
835 National Avenue
Lexington, KY 40502
KY Organization #0520954

Primary Project Contact & Project Manager: Amy Sohner AS
859-266-1572 (phone)
amy@bggreensource.org (email)

Secondary Project Contact: Pattie Stivender
859-266-1572 (phone)
pattie@bggreensource.org (email)

PROJECT PLAN ELEMENTS

The purpose of this grant is to implement another year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. This project has two main parts: a program to empower local residents to improve their water quality and address water quantity on their own property and a comprehensive education program that will focus on the benefits of trees and the value of our neighborhood streams for our youngest Lexington residents.

1) Rain Barrel Workshop: This program will provide four (4) rain barrel workshops where attendees will learn how water that runs off of their property can affect *water quality* and *quantity. The program will* allow 20 participants, for a total of 80 rain barrels made, to make and take home their very own rain barrel.

2) Public and Classroom Education: The *Family Engagement Events* will encourage conversations about *water quality*, the benefits of riparian buffers, and the aquatic habitat our waterways support. These events will take place where students and parents connect such as at schools and libraries.

   The *Creek Days Program* will allow Bluegrass Greensource's to work alongside elementary, middle, and high schools in Fayette County to organize full-day, water-quality, hands-on learning experiences for students and teachers. BGGS will lead *Creek Days*, inviting other local experts to participate by sharing activities and expertise. Students will spend their whole day focused on *water quality*, by participating in classroom and outdoor activities. Bluegrass Greensource will organize spring and fall *Creek Days* for interested schools, many of which have access to a creek on or near their grounds. Alongside teachers and other local experts, Bluegrass Greensource will lead students in a creek walk, macroinvertebrate survey, and water testing.
   Tree Week Programing (Tree Day) will offer classes and multiple place-based learning experiences focused on urban trees and their roles in the environment, particularly in controlling stormwater runoff.

   Junior Nature Explorers (JNE): will work with 25 preschool classes, which will each receive four lessons that guide students in exploration and play around *water*. All lessons will originate or be adapted from the early childhood modules of *Project WILD*, and similar

curricula. Lessons will be experiential, incorporating indoor and outdoor learning, and will provide opportunities for hands-on experiences with the natural world and *local waterways*. Each student will receive a *"Family Connections Card"* to take home after each BGGS visit. This card will include vocabulary they have learned, questions family members can/should ask their students, and ideas for continuing their students' learning outside of the classroom.

TARGET AUDIENCE

Homeowners – The *Empower Program* will be geared toward homeowners and will be promoted through neighborhood associations, social media, and Lexington Council members. Each rain barrel workshop will allow for 20 participants, for a total of 80 rain barrels made.

Students – The student-focused programs will target preK-12th grade students throughout Lexington schools.

This proposal anticipates working with a total of 1,200 K-12 students through full-day "Creek Days" at schools with direct or walkable access to local streams To prepare the students for the Creek Day, a pre-lesson will be provided on the concepts of watersheds and water quality before they get to the creek, causing the total engagements to be 2,400 for Creek Day.

The five Family Engagement Events will reach 300 people including parents, caregivers and students. The total for all five events is 1,500 people.

Tree Day targets older students (4th grade and up) and is intended to have at least three sequential activities per classroom with a whole grade level targeted. We anticipate 1,200 total interactions in five schools. A total of 400 individual students would be reached.

The Junior Nature Explorers program will focus on Lexington preschools and aims to work with a total of 25 preschool classes, for a total of 1,125 direct interactions. In addition to direct contact with students, information about the program and what the students learned will be sent home to increase the audience size to include their families.

The total number of individuals reached through this program is 3,555, and because of multiple lessons taught as part of some of the programs, there will be a total of 6,305 interactions through this program.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement:*** Bluegrass Greensource's mission is to empower the Bluegrass to make small behavior changes that will result in a big, positive impact on our local environment. The work created and executed during the proposed project will help to increase Greensource's capacity and set it up to continue broader *water quality* education in the long term.

   To encourage sustainability, the *Rain Barrel Program* will include a maintenance sheet to confirm that participants understand how to install and maintain their rain barrels. The maintenance education also reinforces proper installation and continued use.

   The education programs will include Greensource educators modeling best practices in environmental education in authentic contexts so teachers will feel more comfortable and confident implementing similar lessons and activities beyond the grant's end.

2) ***Personnel for Long-Term Implementation:*** This year, Bluegrass Greensource will celebrate its 20th anniversary as the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement *water quality* programming on a long-term basis.

3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** For 20 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its *water quality* education goals. Bluegrass Greensource currently works on grants and contracts to provide all three aspects of this program for communities outside of Lexington and will continue to search for funding to provide these opportunities in Fayette County.

PROJECT SUCCESS MEASURES

The following goals of the Incentive Grant Program will be met:

1. The goals of the incentive program are to improve *water quality*, reduce stormwater runoff, and educate citizens about local stormwater and *water quality* issues. The majority of our proposed program will assist with the education part of the goal; however, the rain barrel programs will directly address both *water quality* and *quantity* as well.

2. The success of the four *Rain Barrell Program* will be realized if the program reaches a combined total of 80 people and the program participants indicate their increased understanding of stormwater issues through an *evaluation process*.

3. The public education interactions are expected to reach approximately 3,555 individuals with 6,305 interactions.

4. The *Junior Nature Explorers & Creek Days Programs as well as Tree Week* will include teacher and student evaluations and testimonies to assess the strength and effectiveness of the water education program. Bluegrass Greensource expects to see an increase in student growth/understanding in at least 70% of participating students.

5. The Family Engagement Events will reach 300 students and adults per event for a total of 1,500 people.

6. Bluegrass Greensource will follow the North American Association of Environmental Education (NAAEE) Guidelines for Excellence for Nonformal Environmental Education for all program development.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and / or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

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

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.

3. Applicant shall specify educational and promotional materials that are *water quality* related or that will include *water quality* messaging (i.e. brochures, bookmarks, cards and so forth).

4. Applicant shall provide rate of pay records for personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.

5. Applicant to reference the U.S. Bureau of Labor Statistics (BLS) median hourly wage rates and adjust salaries for personnel listed in the budget, accordingly and provide the Division of Water Quality with a revised budget for inclusion in the Grant Award Agreement.

6. Applicant to provide student/teacher evaluations as part of the Project Final Report.

7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.9% cost share offered in the application (approximately $11,511.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Grant Award Agreement	Activity	Schedule
	Approval Grant Award Agreement and Notice To Proceed (NTP)	Anticipate February 2025
Rain Barrel Workshops	Planning and Promotion	February 2025 - April 2025 June 2025 - July 2025
	2 Workshops each season	May 2025 and August 2025
Jr. Nature Explorers	Identify 25 preschool classes	February 2025 – April 2025
	Begin a series of 3 lessons for each class	March 2025
	All 25 classes have finished the program	May 2025
Creek Days	Identify schools to work with	February 2025 – April 2025
	First round of Education	April 2025 – May 2025
	Second Round of Education	September 2025 – October 2025
Family Engagement Events	First three events	April 2025 – May 2025
	Final Events	September 2025 – October 2025
Tree Days Program	Identify schools to work with	August 2025 – September 2025
	Tree Week activities	October 2025
Grant Closeout	Final Report	30 Days after Grant Closes

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

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

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization/In-Kind Match	Funded by Grant	Total Expense
1	**Project Element: Lexington Empowerment: Rain Barrels**									
2	Workshop planning/promotion/production	Personnel Hours	BGGS Staff	Staff time	$ 30.00	per hour	80		$ 2,400.00	$ 2,400.00
3	Paid promotion	Promotion	BGGS Staff	social media	$ 20.00	per boost	4		$ 80.00	$ 80.00
4	Rain Barrel Supplies	Supplies	BGGS Staff	barrel, downspout, spigot, overflow	$ 50.00	parts/barrel	84	$ 1,600.00	$ 2,600.00	$ 4,200.00
5	Other supplies and printing	Supplies	Attendees	snacks, plants for giveaways	$ 25.00		4		$ 100.00	$ 100.00
6	Participants	Personnel Hours	Homeowners for all four workshops	Attendees	$ 15.00	per hour	160	$ 2,400.00		$ 2,400.00
7	**Project Element: Junior Nature Explorer**									
8	Plan, Develop and Execute Classroom Activities for 25 classes (3 lessons each)	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hr	295		$ 8,850.00	$ 8,850.00
9	Classroom Supervision	Personnel Hours	Classroom teachers	Preschool/classroom teachers based on current rate from Salary.com	$ 43.19	per hour	50	$ 2,159.50		$ 2,159.50
10	Classroom Supplies	Supplies	Fayette Co Students	Resource Library materials	$ 45.00	per activity	20	$ 900.00		$ 900.00
11	Supplies	Supplies	Fayette Co Students	Supplies based on 75 activities	$ 5.00	per activity	75		$ 375.00	$ 375.00
12	Travel to schools	Mileage	BGGS Staff	Mileage	$ 0.50	per mile	600		$ 300.00	$ 300.00
13	**Project Element: Tree Days/Stormwater Education (Based on 20 classes)**									
14	Development, Organization, Implementation and Promotion of 5 Tree Days	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hr	178		$ 5,340.00	$ 5,340.00
15	Teacher Supervision for each Tree Day	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	$ 43.19	per hr	35	$ 1,511.65		$ 1,511.65
16	Supplies	Supplies	Fayette Co Students	Materials for classroom education	$ 30.00	per school	5		$ 150.00	$ 150.00
17	Tree/Stormwater Resource kit (for check out)	Supplies	Fayette Co Teachers	Materials for checkout	$ 500.00	per kit	1		$ 500.00	$ 500.00
18	Travel to schools	Mileage	BGGS Staff	Travel	$ 0.50	per mile	250		$ 125.00	$ 125.00
19	**Project Element: Creek Days (based on 10 creek days)**									
20	Development, promotion, Organization and execution of 10 Creek Days	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hr	245		$ 7,350.00	$ 7,350.00
21	Busses	Transportation	Fayette Co Students	travel	$ 150.00	per school	6	$ 900.00		$ 900.00
22	Creek Day Family Enegagment Event 5 events	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hour	50		$ 1,500.00	$ 1,500.00
23	Pre Lessons (1 per class)	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hour	100		$ 3,000.00	$ 3,000.00
24	Teacher Supervision for each Creek Day and teacher led pre lessons	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	$ 43.19	per hr	50	$ 2,159.50		$ 2,159.50
25	Supplies for Creek Days	Supplies	Students	Supplies based on 10 Creek days	$ 25.00	per day	10		$ 250.00	$ 250.00
26	Supply Rental - use of boots, nets, chemical tests, macro ID tools	Supplies	Students	Creek Day Materials	$ 75.00	per day	10	$ 750.00		$ 750.00
27	Travel to schools	Mileage	BGGS Staff	Travel	$ 0.50	per mile	210		$ 105.00	$ 105.00
28	Total Indirect Costs			Based on 20% of direct costs					$ 6,605.00	$ 6,605.00
29						*TOTAL PROJECT BUDGET:*		$ 12,380.65	$ 39,630.00	$ 52,010.65
30								ORGANIZATION SHARE	GRANT SHARE	
31				MATCH % AFTER FIRST $3000 =		25.26%	OK			
32				MUST BE > 20%						
33										
34	**NOTE:** Cost share is not required for the first $3,000. Above that, a 20% cost share is required.									

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (EDUCATION) INCENTIVE GRANT TO BLUEGRASS GREENSOURCE, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $39,630.00.

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

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

Section 2 – That an amount, not to exceed $39,630.00, be and hereby is approved for payment to Bluegrass Greensource, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0134-25:EPT_4926-6585-6796, v. 1

RESOLUTION NO. 071 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (EDUCATION) INCENTIVE GRANT TO BLUEGRASS GREENSOURCE, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $39,630.00.

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

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

Section 2 – That an amount, not to exceed $39,630.00, be and hereby is approved for payment to Bluegrass Greensource, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: March 6,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0134-25:EPT_4926-6585-6796, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the 17th day of March, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BLUEGRASS GREENSOURCE, INC., 835 NATIONAL AVENUE, LEXINGTON, KEN-TUCKY 40502** (hereinafter "Grantee").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$39,630.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **BLUEGRASS GREENSOURCE, INC.**
835 NATIONAL AVENUE
LEXINGTON, KY 40502

BY: Amy Sohner

NAME: Amy Sohner

TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Amy L. Sohner, as the duly authorized representative for and on behalf of Bluegrass Greensource, Inc. on this the 18th day of December, 2024.

My commission expires: 08/08/2027

NOTARY PUBLIC

Nella M. Hiens
Notary Public ID No KYNP15045
State at Large, Kentucky
My Commission Expires on 08/08/2027

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bluegrass Greensource, Inc.

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class B Education Projects
- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Bluegrass Greensource, Inc. (BGGS)
835 National Avenue
Lexington, KY 40502
KY Organization #0520954

Primary Project Contact & Project Manager: Amy Sohner AS
859-266-1572 (phone)
amy@bggreensource.org (email)

Secondary Project Contact: Pattie Stivender
859-266-1572 (phone)
pattie@bggreensource.org (email)

PROJECT PLAN ELEMENTS

The purpose of this grant is to implement another year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. This project has two main parts: a program to empower local residents to improve their water quality and address water quantity on their own property and a comprehensive education program that will focus on the benefits of trees and the value of our neighborhood streams for our youngest Lexington residents.

1) Rain Barrel Workshop: This program will provide four (4) rain barrel workshops where attendees will learn how water that runs off of their property can affect *water quality* and *quantity. The program will* allow 20 participants, for a total of 80 rain barrels made, to make and take home their very own rain barrel.

2) Public and Classroom Education: The *Family Engagement Events* will encourage conversations about *water quality*, the benefits of riparian buffers, and the aquatic habitat our waterways support. These events will take place where students and parents connect such as at schools and libraries.

   The *Creek Days Program* will allow Bluegrass Greensource's to work alongside elementary, middle, and high schools in Fayette County to organize full-day, water-quality, hands-on learning experiences for students and teachers. BGGS will lead *Creek Days*, inviting other local experts to participate by sharing activities and expertise. Students will spend their whole day focused on *water quality*, by participating in classroom and outdoor activities. Bluegrass Greensource will organize spring and fall *Creek Days* for interested schools, many of which have access to a creek on or near their grounds. Alongside teachers and other local experts, Bluegrass Greensource will lead students in a creek walk, macroinvertebrate survey, and water testing.
   Tree Week Programing (Tree Day) will offer classes and multiple place-based learning experiences focused on urban trees and their roles in the environment, particularly in controlling stormwater runoff.

   Junior Nature Explorers (JNE): will work with 25 preschool classes, which will each receive four lessons that guide students in exploration and play around *water*. All lessons will originate or be adapted from the early childhood modules of *Project WILD*, and similar

curricula. Lessons will be experiential, incorporating indoor and outdoor learning, and will provide opportunities for hands-on experiences with the natural world and *local waterways*. Each student will receive a *"Family Connections Card"* to take home after each BGGS visit. This card will include vocabulary they have learned, questions family members can/should ask their students, and ideas for continuing their students' learning outside of the classroom.

TARGET AUDIENCE

Homeowners – The *Empower Program* will be geared toward homeowners and will be promoted through neighborhood associations, social media, and Lexington Council members. Each rain barrel workshop will allow for 20 participants, for a total of 80 rain barrels made.

Students – The student-focused programs will target preK-12th grade students throughout Lexington schools.

This proposal anticipates working with a total of 1,200 K-12 students through full-day "Creek Days" at schools with direct or walkable access to local streams To prepare the students for the Creek Day, a pre-lesson will be provided on the concepts of watersheds and water quality before they get to the creek, causing the total engagements to be 2,400 for Creek Day.

The five Family Engagement Events will reach 300 people including parents, caregivers and students. The total for all five events is 1,500 people.

Tree Day targets older students (4th grade and up) and is intended to have at least three sequential activities per classroom with a whole grade level targeted. We anticipate 1,200 total interactions in five schools. A total of 400 individual students would be reached.

The Junior Nature Explorers program will focus on Lexington preschools and aims to work with a total of 25 preschool classes, for a total of 1,125 direct interactions. In addition to direct contact with students, information about the program and what the students learned will be sent home to increase the audience size to include their families.

The total number of individuals reached through this program is 3,555, and because of multiple lessons taught as part of some of the programs, there will be a total of 6,305 interactions through this program.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement:*** Bluegrass Greensource's mission is to empower the Bluegrass to make small behavior changes that will result in a big, positive impact on our local environment. The work created and executed during the proposed project will help to increase Greensource's capacity and set it up to continue broader *water quality* education in the long term.

   To encourage sustainability, the *Rain Barrel Program* will include a maintenance sheet to confirm that participants understand how to install and maintain their rain barrels. The maintenance education also reinforces proper installation and continued use.

   The education programs will include Greensource educators modeling best practices in environmental education in authentic contexts so teachers will feel more comfortable and confident implementing similar lessons and activities beyond the grant's end.

2) ***Personnel for Long-Term Implementation:*** This year, Bluegrass Greensource will celebrate its 20th anniversary as the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement *water quality* programming on a long-term basis.

3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** For 20 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its *water quality* education goals. Bluegrass Greensource currently works on grants and contracts to provide all three aspects of this program for communities outside of Lexington and will continue to search for funding to provide these opportunities in Fayette County.

PROJECT SUCCESS MEASURES

The following goals of the Incentive Grant Program will be met:

1. The goals of the incentive program are to improve *water quality*, reduce stormwater runoff, and educate citizens about local stormwater and *water quality* issues. The majority of our proposed program will assist with the education part of the goal; however, the rain barrel programs will directly address both *water quality* and *quantity* as well.

2. The success of the four *Rain Barrell Program* will be realized if the program reaches a combined total of 80 people and the program participants indicate their increased understanding of stormwater issues through an *evaluation process*.

3. The public education interactions are expected to reach approximately 3,555 individuals with 6,305 interactions.

4. The *Junior Nature Explorers & Creek Days Programs as well as Tree Week* will include teacher and student evaluations and testimonies to assess the strength and effectiveness of the water education program. Bluegrass Greensource expects to see an increase in student growth/understanding in at least 70% of participating students.

5. The Family Engagement Events will reach 300 students and adults per event for a total of 1,500 people.

6. Bluegrass Greensource will follow the North American Association of Environmental Education (NAAEE) Guidelines for Excellence for Nonformal Environmental Education for all program development.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and / or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

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

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.

3. Applicant shall specify educational and promotional materials that are *water quality* related or that will include *water quality* messaging (i.e. brochures, bookmarks, cards and so forth).

4. Applicant shall provide rate of pay records for personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.

5. Applicant to reference the U.S. Bureau of Labor Statistics (BLS) median hourly wage rates and adjust salaries for personnel listed in the budget, accordingly and provide the Division of Water Quality with a revised budget for inclusion in the Grant Award Agreement.

6. Applicant to provide student/teacher evaluations as part of the Project Final Report.

7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.9% cost share offered in the application (approximately $11,511.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

	Activity	Schedule
Grant Award Agreement	Approval Grant Award Agreement and Notice To Proceed (NTP)	Anticipate February 2025
Rain Barrel Workshops	Planning and Promotion	February 2025 - April 2025 June 2025 - July 2025
	2 Workshops each season	May 2025 and August 2025
Jr. Nature Explorers	Identify 25 preschool classes	February 2025 – April 2025
	Begin a series of 3 lessons for each class	March 2025
	All 25 classes have finished the program	May 2025
Creek Days	Identify schools to work with	February 2025 – April 2025
	First round of Education	April 2025 – May 2025
	Second Round of Education	September 2025 – October 2025
Family Engagement Events	First three events	April 2025 – May 2025
	Final Events	September 2025 – October 2025
Tree Days Program	Identify schools to work with	August 2025 – September 2025
	Tree Week activities	October 2025
Grant Closeout	Final Report	30 Days after Grant Closes

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

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

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization/In-Kind Match	Funded by Grant	Total Expense
1	**Project Element: Lexington Empowerment: Rain Barrels**									
2	Workshop planning/promotion/production	Personnel Hours	BGGS Staff	Staff time	$ 30.00	per hour	80		$ 2,400.00	$ 2,400.00
3	Paid promotion	Promotion	BGGS Staff	social media	$ 20.00	per boost	4		$ 80.00	$ 80.00
4	Rain Barrel Supplies	Supplies	BGGS Staff	barrel, downspout, spigot, overflow	$ 50.00	parts/barrel	84	$ 1,600.00	$ 2,600.00	$ 4,200.00
5	Other supplies and printing	Supplies	Attendees	snacks, plants for giveaways	$ 25.00		4		$ 100.00	$ 100.00
6	Participants	Personnel Hours	Homeowners for all four workshops	Attendees	$ 15.00	per hour	160	$ 2,400.00		$ 2,400.00
7	**Project Element: Junior Nature Explorer**									
8	Plan, Develop and Execute Classroom Activities for 25 classes (3 lessons each)	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hr	295		$ 8,850.00	$ 8,850.00
9	Classroom Supervision	Personnel Hours	Classroom teachers	Preschool/classroom teachers based on current rate from Salary.com	$ 43.19	per hour	50	$ 2,159.50		$ 2,159.50
10	Classroom Supplies	Supplies	Fayette Co Students	Resource Library materials	$ 45.00	per activity	20	$ 900.00		$ 900.00
11	Supplies	Supplies	Fayette Co Students	Supplies based on 75 activities	$ 5.00	per activity	75		$ 375.00	$ 375.00
12	Travel to schools	Mileage	BGGS Staff	Mileage	$ 0.50	per mile	600		$ 300.00	$ 300.00
13	**Project Element: Tree Days/Stormwater Education (Based on 20 classes)**									
14	Development, Organization, Implementation and Promotion of 5 Tree Days	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hr	178		$ 5,340.00	$ 5,340.00
15	Teacher Supervision for each Tree Day	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	$ 43.19	per hr	35	$ 1,511.65		$ 1,511.65
16	Supplies	Supplies	Fayette Co Students	Materials for classroom education	$ 30.00	per school	5		$ 150.00	$ 150.00
17	Tree/Stormwater Resource kit (for check out)	Supplies	Fayette Co Teachers	Materials for checkout	$ 500.00	per kit	1		$ 500.00	$ 500.00
18	Travel to schools	Mileage	BGGS Staff	Travel	$ 0.50	per mile	250		$ 125.00	$ 125.00
19	**Project Element: Creek Days (based on 10 creek days)**									
20	Development, promotion, Organization and execution of 10 Creek Days	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hr	245		$ 7,350.00	$ 7,350.00
21	Busses	Transportation	Fayette Co Students	travel	$ 150.00	per school	6	$ 900.00		$ 900.00
22	Creek Day Family Enegagment Event 5 events	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hour	50		$ 1,500.00	$ 1,500.00
23	Pre Lessons (1 per class)	Personnel Hours	BGGS Staff	Staff Time	$ 30.00	per hour	100		$ 3,000.00	$ 3,000.00
24	Teacher Supervision for each Creek Day and teacher led pre lessons	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	$ 43.19	per hr	50	$ 2,159.50		$ 2,159.50
25	Supplies for Creek Days	Supplies	Students	Supplies based on 10 Creek days	$ 25.00	per day	10		$ 250.00	$ 250.00
26	Supply Rental - use of boots, nets, chemical tests, macro ID tools	Supplies	Students	Creek Day Materials	$ 75.00	per day	10	$ 750.00		$ 750.00
27	Travel to schools	Mileage	BGGS Staff	Travel	$ 0.50	per mile	210		$ 105.00	$ 105.00
28	Total Indirect Costs			Based on 20% of direct costs					$ 6,605.00	$ 6,605.00
29						*TOTAL PROJECT BUDGET:*		$ 12,380.65	$ 39,630.00	$ 52,010.65
30								ORGANIZATION SHARE	GRANT SHARE	
31				MATCH % AFTER FIRST $3000 =		25.26%	OK			
32				MUST BE > 20%						
33										
34	**NOTE:** Cost share is not required for the first $3,000. Above that, a 20% cost share is required.									

ATTACHMENT B
TO FY2025 CLASS B EDUCATION GRANT AWARD AGREEMENTS

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Education Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

SAMPLE

PROPERTY SITE ADDRESS: _____

PROPERTY OWNER NAME: _____

DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class __B__
_____
_____
_____
_____

Whereas, _____<property owner name>_____, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **<property owner name>** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

   In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

SAMPLE

On property where a stormwater control device is located fully or partially underground, _____<property owner name>_____ further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with __<property owner name>, include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

SAMPLE

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY:_____

NAME: _____

TITLE:_____

DATE:_____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

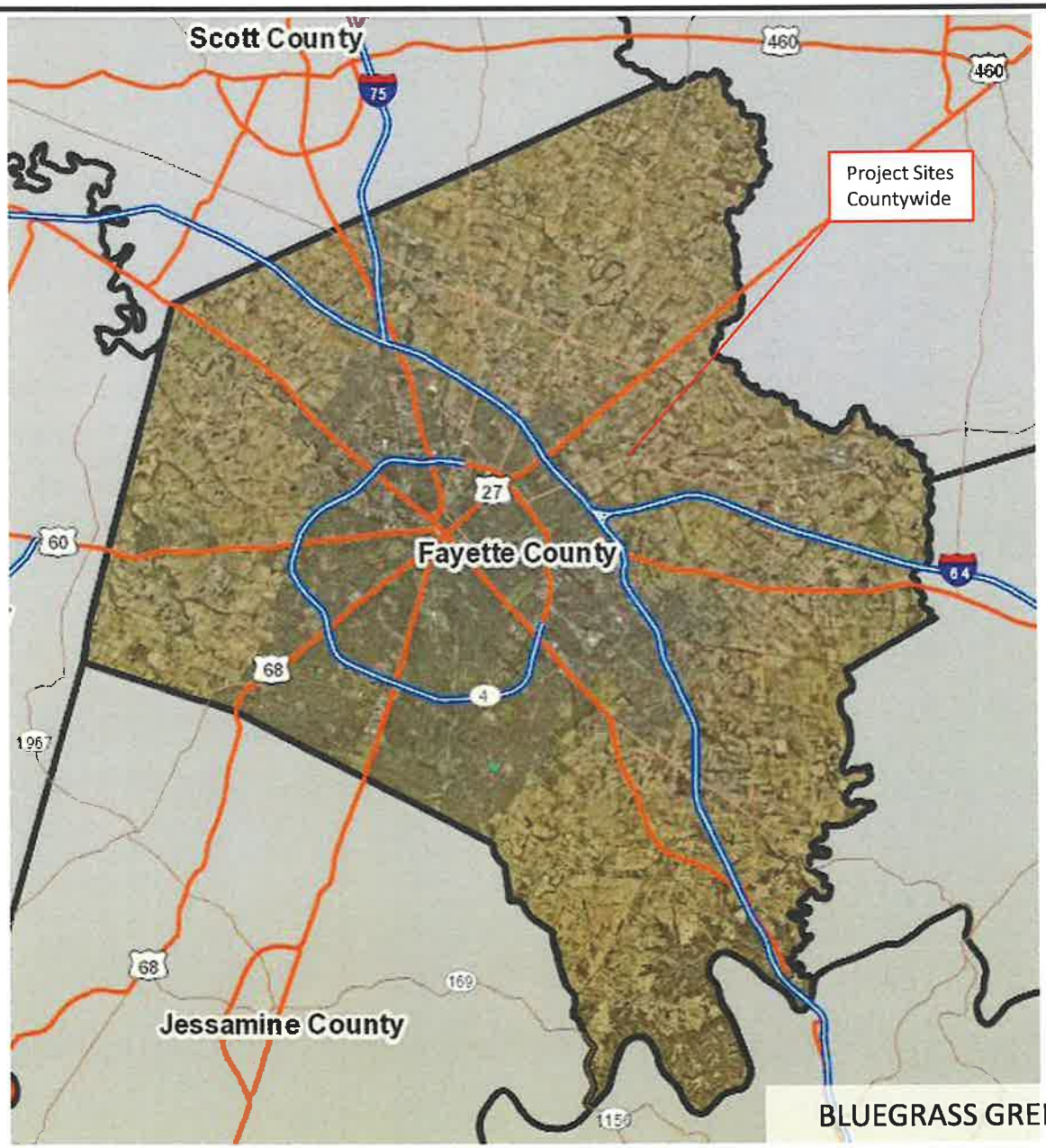
Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

SAMPLE

Stormwater Quality Projects Incentive Grant Program



BLUEGRASS GREENSOURCE, INC.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0135-25

File ID:	0135-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	079-2025	**In Control:**	Urban County Council
				File Created:	01/30/2025
File Name:	Safariland Participating Addendum			**Final Action:**	03/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Participating Addendum/Cooperative Purchasing Master Agreement with Safariland LLC through NASPO Valuepoint, establishing a price contract for the purchase of Body Armor and Ballistic Resistant Products, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract. [Div. of Procurement, Slatin]

Notes: SAF in CCO copies scanned back to Conni Hayes 3.27.25 AA

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	BlueSheet Memo, Safariland PA Template 02.2023, 1605931537_Safariland_Master_Agreement_11_12_2020 (1), RESO 0135-25- Safariland Body armor contract 4926-6605-3660 v.1.docx, R-072-2025, Contract #079-2025	**Enactment Number:**	R-072-2025
Deed #:		**Hearing Date:**	
Drafter:	Conni Hayes	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0135-25

Title

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

Government, to execute a Participating Addendum/Cooperative Purchasing Master Agreement with Safariland LLC through NASPO Valuepoint, establishing a price contract for the purchase of Body Armor and Ballistic Resistant Products, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract. [Div. of Procurement, Slatin]

Summary

Authorization to accept the Participating Addendum NASPO Value Point Agreement with Safariland LLC to establish a price contract for Body Armor and Ballistic Resistant Products. The Lexington Police Department utilizes Body Armor and Ballistic Resistant Products within the scope of their work and the products are of vital importance in keeping officers safe and free from injury. Total cost of $100,000 for FY 25. Funds are Budgeted.
(L0137-35) (Slatin/Hensley)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes

Risk Management: No

Fully Budgeted: Yes
Account Number: 1101-505507-5571-75801
This Fiscal Year Impact: $100,000
Annual Impact: $43,000
Current Balance: $492,092.77

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT
ADMIISTRATION

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

FROM: **TODD SLATIN, DIRECTOR**
DIVISION OF PROCUREMENT

DATE: **January 30, 2025**

SUBJECT: **PARTICIPATING ADDENDUM NASPO VALUE POINT AGREEMENT WITH SAFARILAND LLC**

Request:

Request Council authorization to accept the Participating Addendum NASPO Value Point agreement with Safariland LLC to establish a price contract for Body Armor and Ballistic Resistant Products and authorizing the Mayor to sign this agreement.

Why are you requesting?

The Lexington Police Department utilizes Body Armor and Ballistic Resistant Products within the scope of their work. This Body Armor and Ballistic Resistant Product offers protection for officers and is of vital importance in keeping officers safe and free from injury. This contract meets those requirements.

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

$100,000 total for FY25 and 2026 and around $43,000 for additional years.

Are the funds budgeted? Yes, funds are fully budgeted in 1101-505507-5571-75801

File Number:

Director/Commissioner: Slatin/Hensley

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products

Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
Safariland, LLC
Master Agreement No: **164720**
(hereinafter "Contractor")
And
[Lexington-Fayette Urban County Government]
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **Body Armor and Ballistic Resistant Products** led by the State of **Colorado** for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

   Participating State/Entity to check one box.

   [_X_] No changes to the terms and conditions of the Master Agreement are required

   [__] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Safariland, LLC

Name	Jaime Marini
Address	13386 International Parkway Jacksonville, FL 32218
Telephone	(904) 807-1928
E-mail	Jaime.Marini@Safariland.com

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
Safariland, LLC
Master Agreement No: **164720**
(hereinafter "Contractor")
And
[Lexington-Fayette Urban County Government]
(hereinafter "Participating State/Entity")

Participating Entity:

Name	Lexington-Fayette Urban County Goverment
Address	200 East Main Street, Lexington, KY 40342
Telephone	502-258-3320
Fax	
E-mail	chayes@lexingtonky.gov

5. **Subcontractors:** All Safariland, LLC Distributors authorized in the city of Lexixngton, as shown on the dedicated Safariland, LLC NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating City: Lexington-Fayette Urban County Government	Contractor: Safariland, LLC
By:	By:
Name: Linda Gorton	Name:
Title: Mayor	Title:
Date:	Date:

[Additional signatures as required by Participating State]

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
Safariland, LLC
Master Agreement No: **164720**
(hereinafter "Contractor")
And
[Lexington-Fayette Urban County Government]
(hereinafter "Participating State/Entity")

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager	Abigail Chittenden, CPPB
Telephone	463-278-0250
E-mail	AChittenden@naspo.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

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NASPO ValuePoint Master Agreement Terms and Conditions

For Body Armor and Ballistic Resistant Products

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, Co 80203

And

Safariland, LLC
13386 International Parkway
Jacksonville, FL 49622

Master Agreement Number 164720

DocuSign Envelope ID: 3413EFBE-BF36-4176-9377-E66574F8FDF0

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1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Safariland, LLC (hereinafter called "Contractor"), for the procurement of Body Armor and Ballistic Resistant Products for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State herby agree to the following terms and conditions.

1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

a) A Participating Entity's Participating Addendum ("PA");

b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits.

c) An Order issued against this Master Agreement;

d) The Solicitation, RFP-AR-21-001 Body Armor and Ballistic Resistant Products; and

e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

1.4. Term of this Master Agreement

1.4.1. Initial Term-Work Commencement. The Parties' respective performances under this Master Agreement shall commence on the Effective Date. This Master Agreement shall terminate on November 10, 2022 unless terminated sooner, as specified in **§6.10 (Defaults and Remedies)**, or extended further as specified in **§1.4.2** below.

1.4.2. Extension of Agreement. This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. Amendments. The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written Amendment of the Lead State and Contractor.

1.4.4. Cancellation. This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

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2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

Term	Description
Acceptance	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
Ballistic panel	A type of armor panel intended to provide ballistic resistance. (ASTM Terminology E3005)
Body Armor	An item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. Law enforcement and corrections officers typically refer to body armor as a vest. (ASTM Terminology E3005)
Business Day	Any day other than Saturday, Sunday or a legal holiday.
Carrier	A garment whose primary purpose is to retain the armor panel(s) or plate(s) and provide a means of supporting and securing the armor panel(s) or plate(s) to the wearer. (ASTM Terminology E3005)
Combination Vest	A type of body armor intended to protect the wearer from both ballistic threats and stabbing. Combination armor is sometimes called dual-threat armor or multiple-threat armor. (ASTM Terminology E3005)
Concealable Vest	A vest designed to be worn under the shirt (uniform or undercover) or in a carrier that looks like a uniform shirt so that it is not easily seen. (ASTM Terminology E3005)
CPL	Certified Product List.
Ceiling Pricing	Pricing that is established as a "not-to-exceed" amount; the maximum price Contractor may charge for Products, Services, and Supplies.
Chief Procurement Officer	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
Contractor	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
Distributor	Means an entity that purchases Products and Resells the Product to end-users and has the ability to do on-site measurements.
Free on Board (FOB) Destination	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
Goods	Any movable material acquired, produced, or delivered by Contractor, and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
In Conjunction With Armor	Soft or hard armor that is designed to provide a specific level of ballistic protection only when layered with a specified model(s) of body armor. (ASTM Terminology E3005)

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Independent Contractor	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
Insert	A removable unit of protective material (soft armor or hard armor) intended to be placed into a special pocket on a carrier to enhance protection in a localized area. (ASTM Terminology E3005)
Intellectual Property	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
Lead State	The state that is centrally administering this Master Agreement.
Manufacturer	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
Manufacturer's Suggested Retail Price (MSRP)	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
Master Agreement	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
Multi-function Device (MFD)	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
NASPO ValuePoint	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
NIJ	The National Institute of Justice.
NIJ Compliant Products List (NIJ CPL)	The list of models certified by NIJ to be compliant with an applicable standard.
NIJ Compliance Testing Program (NIJ CTP)	The NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
NIJ Mark	The NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product's compliance status with the NIJ CTP.
Normal Business Hours	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
OEM	Original Equipment Manufacturer.
Order	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, or other document used by a Purchasing Entity to order the Products.

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Participating Addendum	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
Participating Entity	A government entity within a state that is properly authorized to enter into a Participating Addendum.
Participating State	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
Product	Any good, service, or other deliverable supplied or created by the vendor pursuant to the Master Agreement. The term products, supplies and services, and products and services are used interchangeably in the terms and conditions.
Product Category	This consists of: Ballistic-Resistant Vest, Stab-Resistant Vest, Combination Vest, In Conjunction With Armor, K-9 Ballistic-resistant Vest, K-9 Stab-resistant Vest, K-9 Combination Vest, Ballistic-resistant Helmets, Ballistic-resistant Shields, Carriers, and Ballistic-resistant and Non-ballistic-resistant accessories.
Product Category Ballistic-resistant accessories	This includes: Inserts (soft armor or hard armor), trauma packs, trauma plates, and protectors (groin, bicep, collar and throat)
Product Category Non-ballistic-resistant Accessories	This includes: pouches; replacement vest straps; ID patches; Carry bags for vests, shields, and helmets; Helmet non-ballistic face shield, equipment rails, pads, and retention/suspension system; Shield lights, shoulder straps, and logos.
Public Record	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
Purchasing Entity	A state, city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
Services	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
Soft Armor	An item of personal protective equipment constructed of pliable/flexible materials intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact (ASTM Terminology E3005)
Solicitation	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
Stab Panel	A type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
Subcontractor	An individual or a business that signs a contract with the Contractor to perform part of Contractor's obligations under the Master Agreement.

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Tactical Vest	A vest designed to be worn over the uniform shirt in a load bearing carrier that accepts various equipment. Equipment may include holsters, magazines, radios, or accessories. (ASTM Terminology E3005)
Third Party	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
Threat Level	The rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.
Trauma Pack	A soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
Vest	Type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)

3. NASPO VALUEPOINT PROGRAM PROVISIONS

3.1. Price and Rate Guarantee Period

3.1.1. The Product and Price List(s) identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement.

3.1.2. MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Product and Price List(s).

3.1.3. MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on an annual basis, according to the following guidelines:

a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.

b) With the exception of Direct Material cost increases, no price increase requests will be allowed.

c) Updated Product and Price Lists must be submitted to the Lead State by the 1st day of the month at least one year after prior price increase updates.

d) Pricing will not go into effect unless, or until, it is approved by the Lead State.

3.1.4. The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.

3.1.5. Contractor may offer state-wide temporary promotional discounts, customer location temporary specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator and Lead State of special state-wide temporary promotional discounts.

3.1.6. Any revisions to Product offerings (new NIJ approved items, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.

3.1.7. Product updates are required by the 1st of the month of a calendar quarter and shall go into effect upon approval by the Lead State.

3.1.8. Price Lists received after the 1st of the month of a calendar quarter may not be approved for up to one hundred twenty days (120) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.

3.1.9. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.

3.1.10. Contractor is only authorized to provide Products and Services that are awarded under this Master Agreement, as referenced in **Exhibit A**.

3.1.11. Pricing must include all shipping, delivery, and fitting costs associated with the Products.

3.2. Participants and Scope

3.2.1. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.

3.2.2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.

3.2.3. Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

3.2.4. Participating States and Entities may, through a Participating Addendum, limit:

a) Available financial vehicles;

b) Any additional items as deemed necessary by the Participating State or Entity.

3.2.5. A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).

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3.2.6. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

3.2.7. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:

a) Term of this Master Agreement;

b) Amendments;

c) Participants and Scope;

d) Administrative Fee;

e) NASPO ValuePoint Summary and Detailed Usage Reports;

f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;

g) NASPO ValuePoint eMarket Center;

h) Right to Publish;

i) Price and Rate Guarantee Period; and

j) Individual Customers.

3.2.8. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3.3. Administrative Fees

3.3.1. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.

3.3.2. The NASPO ValuePoint Administrative Fee is not negotiable.

3.3.3. The Contractor shall report on all actual Body Armor and ballistic-resistant protective product sales.

3.3.4. Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for this Participating Addendum only for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

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3.4.1. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

3.4.2. **Detailed Sales Report.** Contractor shall also report detailed sales data by:

a) State;
b) Customer Type (e.g. local government, higher education, K-12, non-profit);
c) Customer bill-to name and address;
d) Contractor or authorized agents and Distributors Order number;
e) Customer purchase order number;
f) Customer number;
g) Order type (e.g. sales Order, credit, return, upgrade);
h) Purchase order date;
i) Ship date;
j) Invoice date and number;
k) Product number and description
l) List Price/MSRP;
m) Contract Price;
n) Quantity;
o) Total Price;
p) NASPO ValuePoint Admin Fee amount; and
q) Distributor.

3.4.3. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Exhibit D (NASPO ValuePoint Detailed Sales Reporting Template).**

3.4.4. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

3.4.5. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

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3.4.6. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review

3.5.1. Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.

3.5.2. Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.

3.5.3. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.

3.5.4. Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Distributor meetings whereby Contractor displays or makes reference to their government contract award offerings.

3.5.5. Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

3.5.6. Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.

3.5.7. Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.

3.5.8. The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to **§1.4**, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to **§1.4.4** or to terminate for default pursuant to **§6.10**.

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3.6. NASPO ValuePoint eMarket Center

3.6.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

a) Ordering Instructions

i. The Contractor shall provide a link to their website, their Price list, their Distributor list, and any additional information they would like the customer to have in regards to placing Orders.

ii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

b) Hosted Catalog

i. The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.

ii. In order to maintain the most up-to-date version of its Product offerings as approved with the Master Agreement, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.

iii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.

iv. The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.

v. The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.

vi. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.

vii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

c) Punch-Out Catalog

i. The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).

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ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.

iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.

iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.

v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.

vi. The site must also return detailed UNSPSC codes for each line item.

vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.

viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

3.6.3. Revising Pricing and Products

a) Any revisions to Product offerings (new NIJ approvals, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.

b) Updated Product files are required by the 1st of the month of the quarter and shall go into effect upon approval by the Lead State.

i. Files received after the 1st of the month may not be approved for up to one hundred twenty (120) days following submission.

ii. Errors in the Contractor's submitted files may delay the approval process.

3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs

a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.

b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.

c) More information about the SQSN can be found at www.sciquest.com, or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs

a) Contractor must be able to accept Orders via fax or cXML.

b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.

c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

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3.6.6. UNSPSC Requirements

a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.

b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.

c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.

d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

3.6.7. Applicability. Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

3.6.8. Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

3.7. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

3.8. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4. STATEMENT OF WORK

4.1. Overview

4.1.1. Contractor shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.

4.1.2. Contractor, distributors and/or agents, must provide trained personnel to take on-site measurements, for products intended to be worn by end users, at Purchasing Entity's designated location. Measurements for body armor must be taken in accordance with ASTM E3003 (most recent version), and measurement procedures include using a tape measure and using sizing vests provided by the vendor.

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4.1.3. Contractor shall notify the Lead State, Participating Entities and all Purchasing Entities of any recall notices, legal actions, warranty replacements, or any applicable notice regarding the products being sold. Notice must be received in writing (via postal mail or email) within thirty (30) calendar days of vendor learning of such issues. For issues that impact or are likely to impact the health or safety of individuals or entities using Products delivered under a subsequent agreement, vendor shall immediately notify the Purchasing Entity.

4.1.4. Contractor shall send notice to the Lead State, utilizing Exhibit B (Agents and Distributors by State) within fourteen (14) calendar days of engaging an agent and/or distributor. The Lead State reserves the right to deny any Agent and/or distributor and will provide notification to the vendor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating Entity as to whether they will utilize the agents and/or distributors as authorized by the Lead State.

4.2. Product Standards

Body Armor and Ballistic-resistant products must meet the NIJ standard listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.

4.2.1. Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (2008)

4.2.2. Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (2000)

4.2.3. NIJ Standard for Ballistic Helmets, NIJ Standard-0106.01 (1981)

4.2.4. NIJ Standard for Ballistic Resistant Protective Materials, NIJ Standard-0108.01 (1985)

4.2.5. NIJ Ballistic Resistance of Body Armor, NIJ Standard-0101-07 (TBD) The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.

4.2.6. Stab Resistance of Personal Body Armor, NIJ Standard-0115.01 (TBD). The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.

4.3. Product Category

4.3.1. List of product categories from RFP-AR-21-001 see section 4.4 and Exhibit A for Contractor awarded categories.

4.3.2.Ballistic-resistant Vest: NIJ Standard-0101.06 Protection Levels IIA, II, IIA, III and IV Vest models shall be listed on the NIJ Ballistic Armor CPL. The ballistic panel shall have the NIJ mark on the label.

4.3.3.Stab-Resistant Vest: NIJ Standard-0115.00 Spike or Edged Blade Protection Levels 1, 2, and 3. Vest models shall be listed on the NIJ Stab Armor CPL. When available from NIJ, the stab panel shall have the NIJ mark on the label.

4.3.4. Combination Vest: Ballistic and Spike and/or Edged Blade: All vests offered as combination vests shall be listed on both the NIJ Ballistic Armor CPL and Stab Armor CPL. The ballistic panel shall have the NIJ mark on the label. When available from NIJ, the stab panel shall have the NIJ mark on the label.

4.3.5. In Conjunction With Armor: NIJ Standard-0101.06 Protection Levels IIA, II, IIIA, III and IV. In conjunction with armor is designed to provide a specific level of ballistic protection only when

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layered with a specific model(s) of body armor listed on the NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.

4.3.6. K-9 Ballistic-resistant Vest: There is no NIJ standard or Compliance Testing Program for K-9 body armor.

4.3.7. K-9 Stab-resistant Vest: There is no NIJ standard or Compliance Testing Program for K-9 body armor.

4.3.8.K-9 Combination Vest: There is no NIJ standard or Compliance Testing Program for K-9 body armor.

4.3.9. Ballistic-resistant Helmets: There is no NIJ Compliance Testing Program for ballistic-resistant helmets. The standard used for ballistic-resistant helmets (not including face shields) is NIJ Standard-0106.01, and the standard used for ballistic-resistant face shields is NIJ Standard-0108.01 (standard for ballistic-resistant materials).

4.3.10. Ballistic-resistant Shields: There is no NIJ Compliance Testing Program for ballistic-resistant shields. The standard historically used for ballistic shields is NIJ Standrd-0108.01 (for ballistic-resistant materials).

4.3.11. Carriers: Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: concealable, uniform, short and tactical.

4.3.12. Accessories:

a) Ballistic-resistant: NIJ does not certify ballistic-resistant accessories.

1. Trauma pack and trauma plate
2. Insert (soft armor or hard armor)
3. Groin, yoke, bicep, collar and throat protectors

b) Non-ballistic-resistant

1. Pouches
2. Replacement carrier straps
3. ID patches
4. Carry bags for concealable vest, tactical vest, shield, and helmet
5. Helmet equipment rails, pads, and retention/suspension system
6. Shield lights, shoulder straps, logos

4.4. Current Awarded Categories

4.4.1. As new products are made available; Contractor may submit these products for consideration by the Lead State. Only products that are new models (i.e., having different materials and/or construction) will be considered. Contractor may submit new products once per quarter by the 1st day of the quarter, and final approval of new products is at the discretion of the Lead State. New approved products will be listed on the website in a timely manner. For new products submitted after the first of the quarter or having errors in the submission, approval may be delayed.

4.4.2. Contractor has only approved products and approved product categories as listed in Exhibit A. New products if approved will be listed in Exhibit A. Helmet and shield products are attested in Exhibit E.

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4.4.3. Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued).

4.5. Product Specifications

4.5.1. Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.

4.5.2. Body Armor and Ballistic-Resistant Products that are listed on an NIJ CPL shall be constructed identically to the original model tested and certified to comply with the NIJ standards referenced in this solicitation. For body armor and ballistic-resistant products not certified by NIJ, the vendor shall specify the standard(s) and threats against which the product was tested, shall provide attestation of compliance with the standard(s), and shall provide (upon request of the Lead State or purchaser) the test report.

4.5.3. All materials and construction shall be the same as reported to NIJ in the "Build Sheet", which lists the materials and construction for the model.

4.5.4. Workmanship shall be first quality, with no defects that might affect performance, wear-ability, or durability of the vest.

4.5.5. Products intended to be worn by end users shall not be "bulk ordered" inventory, nor substantially tailored or modified "off the shelf" items to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under NIJ Compliance Testing Program.

4.5.6. Each product intended to be worn by end users shall be made to professionally conducted measurements intended to fit a specific individual. Under no circumstances shall measurements result in a product that does not properly fit and/or provide adequate protective coverage for that individual.

4.5.7. All vest measurements must be made according to vendor procedures and take into account all clearances of panels and duty belts as described in the most recent version of ASTM E3003, *Standard Practice for Measurement of Body Armor Wearers and Fitting of Armor*.

4.5.8. Available sizes for soft armor vests (handgun protection) shall be consistent with the NIJ Compliance Testing Program requirements for the size range listed on the NIJ CPL.

4.5.9. All Body Armor Products that include the option of additional trauma packs, trauma plates, or inserts shall have the pocket/holder securely attached to keep the inserts in position while worn.

4.5.10. All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

4.5.11. The label shall withstand normal wear and cleaning and shall remain legible and attached throughout the entire warranted life of the product. All Body Armor shall be labeled with strict adherence to any applicable laws and regulations, and follow the labeling requirements according to NIJ Standards, as updated or amended. This shall include the following:

a) Name of Contractor.

b) Location of Contractor.

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c) Model designation from the relevant NIJ CPL (The model designation number shall match the submitted price list and letter of certification.)

d) Level of protection

e) The identifier for the relevant NIJ Standard, such as NIJ Standard- 0101.06, NIJ Standard-0101.07 or NIJ Standard-0115.00 or NIJ Standard- 0115.01 (Combination armor shall indicate both).

f) Completed manufacturing date

g) Lot number.

h) Unique serial number.

i) Brand name and catalog number.

j) A "Property of" space so Purchasing Entity can enter an agency or officer name.

k) Basic care and maintenance instructions.

l) Size of product.

4.5.12. Contractor, agent, and/or distributor must have the serial numbers stored in a readily accessible database.

4.5.13. Ballistic-resistant components must have at least a 5-year Awarded Contractor's warranty.

4.5.14. All carriers must have at least an 18-month Contractor's warranty. Reference Exhibit C for warranty detail.

4.5.15. Warranty periods specified shall begin when Body Armor Products are delivered and accepted following inspection by Purchasing Entity.

4.5.16. All fastener's, including hook and pile (Velcro®), ®), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

4.6. Product Recycling

4.6.1. For Ballistic panel and other product recycling details for Contractor see Exhibit C.

5. ADMINISTRATION OF ORDERS

5.1. Ordering and Invoicing Specifications

5.1.1. All items subject to NIJ compliance testing must be listed on the NIJ CPL with a model status of "active" on the date the Order is placed. Items not subject to NIJ compliance testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)

5.1.2. All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.

5.1.3. All orders regardless of quantity shall be delivered to Purchasing Entities within sixty (60) calendar days after Contractor receipt of Order. Any variance to delivery timeframe on an individual Order requires acceptance from Purchasing Entity.

5.1.4. Body Armor improperly fitted to an individual shall be adjusted or replaced and delivered to the individual within thirty (30) calendar days by the Contractor at no expense to the Purchasing Entity.

5.1.5. Product invoice shall contain at a minimum:

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5.1.5.1. Name of Purchasing Entity
5.1.5.2. Master Agreement Number
5.1.5.3. Name, phone number and address of Purchasing Entity
5.1.5.4. Order date
5.1.5.5. Description of product ordered
5.1.5.6. NIJ CPL model designation and threat level.
5.1.5.7. Serial number
5.1.5.8. Price
5.1.5.9. Any additional information required by the Purchasing Entity.

5.1.6. Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

5.1.7. Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.

5.1.8. Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.

5.1.9. Distributor may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.

5.1.10. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.

5.1.11. Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.

5.1.12. Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.

5.1.13. All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.

5.1.14. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 240 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

5.1.15. All deliveries must be FOB Destination; freight prepaid by the Contractor to the Purchasing Entity's specified location. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for latent defects, fraud, and the warranty obligations.

5.1.16. The delivery days and delivery hours shall be established by each individual Purchasing Entity.

5.2. Payment

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45)

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days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

6. GENERAL PROVISIONS

6.1. Insurance

6.1.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

6.1.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a) Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. If any aggregate limit is reduced below $2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c) Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

d) Protected Information Liability covering all loss of State Confidential Information, such as PII, PCI, PHI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with limits of $1,000,000 each occurrence and $2,000,000 general aggregate.

e) Crime insurance including employee dishonesty coverage with minimum limits of $1,000,000 each occurrence and $1,000,000 general aggregate.

6.1.3. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

6.1.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

a) Names the Participating States identified in the Request for Proposal as additional insured's, and;

b) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

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6.1.5. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

6.1.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

6.2. Records Administration and Audit

6.2.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6.2.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.

6.2.3. The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

6.3.1. **Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

a) Any Purchasing Entity's records;

b) Personnel records;

c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the

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Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:

i) Is or becomes (other than by disclosure by Contractor) publicly known;

ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;

iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;

iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;

v) Is disclosed with the written consent of Purchasing Entity; or

vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

6.3.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Distributors of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

6.3.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

6.3.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

6.3.5. The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to **§6.2 (Records Administration**

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and Audit). To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

6.4. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use, modify, or dispose of the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

6.5. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

6.6. Assignment/Subcontracts

6.6.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

6.6.2. The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6.7. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

6.8. Independent Contractor

6.8.1. Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

6.8.2. Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

6.8.3. Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

6.9. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

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6.10. Defaults and Remedies

6.10.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

a) Nonperformance of contractual requirements; or

b) A material breach of any term or condition of this Master Agreement; or

c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or

d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

e) Any default specified in another section of this Master Agreement.

6.10.2. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

6.10.3. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

a) Exercise any remedy provided by law;

b) Terminate this Master Agreement and any related Contracts or portions thereof;

c) Impose liquidated damages as provided in this Master Agreement;

d) Suspend Contractor from being able to respond to future Solicitations;

e) Suspend Contractor's performance; and

f) Withhold payment until the default is remedied.

6.10.4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

6.10.5. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

6.11. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or

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operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

6.13. Indemnification

6.13.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

6.13.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

6.13.3. The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;

b) Specified by the Contractor to work with the Product;

c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or

d) It would be reasonably expected to use the Product in combination with such Product, system or method.

6.13.4. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

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6.14. No Waiver of Sovereign Immunity

6.14.1. In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

6.14.2. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

6.15. Governing Law and Venue

6.15.1. The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

6.15.2. The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

6.15.3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

6.16. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

6.17. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR	STATE OF COLORADO
Safariland, LLC	**Jared Polis, Governor** Department of Personnel & Administration State Purchasing & Contracts Office Kara Veitch, Executive Director
By: Brad Williams Title: President	By: John Chapman John Chapman, State Purchasing Manager
By: Brad Williams *Signature	
Date: 11/19/2020	Date: 11/19/2020

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Clark Bolser

Date: 11/19/2020

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EXHIBIT A, PRODUCT AND PRICE LISTS

Separate attachment

EXHIBIT B, AGENTS AND DISTRIBUTORS BY STATE

Separate attachment

EXHIBIT C, WARRANTY AND RECYCLING PLAN

Separate attachment

EXHIBIT D, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE

Separate attachment

EXHIBIT E, CONTRACTOR ATTESTATION

Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

Contractor

By: DocuSigned by: Brad Williams C286658C39A14EE... *Signature

Date: 11/19/2020

For each helmet and shield listed in Exhibit A.

Safariland, LLC attests that the TSI 1 Level IIIA ballistic-resistant shield (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0108.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type III-A, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Record No. SAF12005 Tested 12/13/2017

Safariland, LLC attests that the Delta 4 ballistic-resistant helmet (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0106.01 when tested with the NIJ ballistic test threats from NIJ Standard 0101.06, Level IIIA, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Record No: SAF19005-1 Tested 03/07/2019

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTICIPATING ADDENDUM/COOPERATIVE PURCHASING MASTER AGREEMENT WITH SAFARILAND LLC THROUGH NASPO VALUEPOINT, ESTABLISHING A PRICE CONTRACT FOR THE PURCHASE OF BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS, AND FURTHER AUTHORIZING THE DIRECTOR OF PROCUREMENT OR HIS DESIGNEE TO EXECUTE ANY OTHER NECESSARY DOCUMENTS RELATED TO THE PRICE CONTRACT.

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 Participating Addendum/Cooperative Purchasing Master Agreement with Safariland LLC through NASPO ValuePoint, which is attached hereto and incorporated herein, establishing a price contract for the purchase of body armor and ballistic resistant products, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract during its term; all subject to the appropriation of sufficient funds.

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
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RESOLUTION NO. 072- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTICIPATING ADDENDUM/COOPERATIVE PURCHASING MASTER AGREEMENT WITH SAFARILAND LLC THROUGH NASPO VALUEPOINT, ESTABLISHING A PRICE CONTRACT FOR THE PURCHASE OF BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS, AND FURTHER AUTHORIZING THE DIRECTOR OF PROCUREMENT OR HIS DESIGNEE TO EXECUTE ANY OTHER NECESSARY DOCUMENTS RELATED TO THE PRICE CONTRACT.

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 Participating Addendum/Cooperative Purchasing Master Agreement with Safariland LLC through NASPO ValuePoint, which is attached hereto and incorporated herein, establishing a price contract for the purchase of body armor and ballistic resistant products, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract during its term; all subject to the appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton
MAYOR

ATTEST:
CLERK OF URBAN COUNTY COUNCIL

0135-25:EPT_4926-6605-3660, v. 1

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
Safariland, LLC
Master Agreement No: **164720**
(hereinafter "Contractor")
And
[Lexington-Fayette Urban County Government]
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **Body Armor and Ballistic Resistant Products** led by the State of **Colorado** for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

   Participating State/Entity to check one box.

   [_X_] No changes to the terms and conditions of the Master Agreement are required

   [__] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Safariland, LLC

Name	Jaime Marini
Address	13386 International Parkway Jacksonville, FL 32218
Telephone	(904) 807-1928
E-mail	Jaime.Marini@Safariland.com

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
Safariland, LLC
Master Agreement No: **164720**
(hereinafter "Contractor")
And
[Lexington-Fayette Urban County Government]
(hereinafter "Participating State/Entity")

Participating Entity:

Name	Lexington-Fayette Urban County Goverment
Address	200 East Main Street, Lexington, KY 40342
Telephone	502-258-3320
Fax	
E-mail	chayes@lexingtonky.gov

5. **Subcontractors:** All Safariland, LLC Distributors authorized in the city of Lexixngton, as shown on the dedicated Safariland, LLC NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating City: Lexington-Fayette Urban County Government	Contractor: Safariland, LLC
By: Linda Gorton	By: James Duncan
Name: Linda Gorton	Name: James Duncan
Title: Mayor	Title: Vice President and General Manager, Armor
Date: 3/27/2025	Date: 3/27/2025

[Additional signatures as required by Participating State]

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT
Safariland, LLC
Master Agreement No: **164720**
(hereinafter "Contractor")
And
[Lexington-Fayette Urban County Government]
(hereinafter "Participating State/Entity")

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager	Abigail Chittenden, CPPB
Telephone	463-278-0250
E-mail	AChittenden@naspo.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0137-25

File ID:	0137-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	110-2025	**In Control:**	Urban County Council
				File Created:	01/30/2025
File Name:	Incentive Grant Fayette County Public Schools			**Final Action:**	04/24/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Fayette County Public Schools, for a Stormwater Quality Project, at a cost not to exceed $310,081.50. [Div. of Water Quality, Martin]

Notes: in office 2.

SAF in the CCO. Returned to Denice Bullock via scan and IOM 5/1/2025. MS

Sponsors:		**Enactment Date:**	04/24/2025
Attachments:	Blue sheet, FY25 Class BI - Fayette County Public Schools - Council Map full, FY25 Class BI -FCPS GAA_signed by Grantee, RESO 0137-25-Class B Infrastructure FCPS 4909-9036-3420 v.1.docx, R-150-2025, Contract #110-2025	**Enactment Number:**	R-150-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Denice Bullock	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Table	Urban County Council	04/17/2025		Pass
1	Urban County Council	04/17/2025	Received First Reading	Urban County Council	04/24/2025		
1	Urban County Council	04/24/2025	Approved				Pass

Text of Legislative File 0137-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Fayette County Public Schools, for a Stormwater Quality Project, at a cost not to exceed $310,081.50. [Div. of

Water Quality, Martin]

Summary

Authorization to approve an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools in the amount of $310,081.50 to install permeable pavers in place of traditional asphalt in the west parking lot for the property located at 988 Mason Headley. Funds are Budgeted. (L0137-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan 1/30/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $310,081.50

Annual Impact: $

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance: $1,673,910

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 27, 2025

SUBJECT: Recommendation for an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools.

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools in the amount of $310,081.50.

Purpose of Request

Grant funds will be used to install permeable pavers (approximately 13,852 sqft.) in place of traditional asphalt in the parking stalls for staff and visitors in the west parking lot of the site for water quality and quantity for the property located at 988 Mason Headley (formerly 2160 Versailles Road).

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 $310,081.50.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program

Fayette County Public Schools

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **FAYETTE COUNTY PUBLIC SCHOOLS, 1126 RUSSELL CAVE ROAD, LEXINGTON, KY 40505** (hereinafter "Grantee" and "Property Owner"). (hereinafter "Grantee" & "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$310,081.50** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **988 MASON HEADLEY ROAD LEXINGTON, KENTUCKY 40509** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:

- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:

- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:

- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager 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 (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER

FAYETTE COUNTY PUBLIC SCHOOLS
1126 RUSSELL CAVE ROAD
LEXINGTON, KENTUCKY 40505

BY: _____

NAME: Rodney Jackson

TITLE: Executive Director, Financial Accounting and Benefits Services

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of Fayette County Public Schools, on this the 22 day of January, 20 25.

My commission expires: 03/17/27

_____
NOTARY PUBLIC

KYNP69117

LYTONYA LYNETTE WILLIAMS NOTARY PUBLIC STATE AT LARGE KENTUCKY ID # KYNP69117 MY COMM. EXPIRES 03/17/2027

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Fayette County Public School (FCPS)

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Design and Construction

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Fayette County Public Schools (FCPS)
1126 Russell Cave Road
Lexington, KY 40505

Primary Project Contact: Tresine Logsdon (FCPS, Energy & Sustainability Coordinator)
859-619-6472 (phone)
tresine.logsdon@fayette.kyschools.us (email)

Project Manager: Melinda Joseph-Dezarn
859-318-3826(phone)
Melinda.josephdezarn@fayette.kyschools.us (email)

Project Site Location(s): FCPS – Rise STEM Academy for Girls
988 Mason Headley (formerly 2160 Versailles Road)
Lexington, Kentucky 40504
PVA #20073100

Property Owner(s): Board of Education of Fayette County KY
1126 Russell Cave Road
Lexington, KY 40511

Design Engineering Firm: Element Design
366 S Broadway
Lexington, KY 40508
859-389-6533 (phone)
Billie Motsch, Landscape Architect
billie@element-site.com (email)
R. Derek Motsch, P.E. (Civil Engineer)
derek@element-site.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 988 Mason Headley (formerly 2160 Versailles Road), Lexington, Kentucky 40504, PVA #20073100 owned by the Board of Education of Fayette County KY. No other property or right-of-way shall be disturbed without the written permission from the property owners.

Project Elements

A. Permeable Pavers – Install permeable pavers (approximately 13,852 sqft) in place of traditional asphalt in the parking stalls for staff and visitors in the west parking lot of the site for water quality and quantity.

STORMWATER CONTROL FACILITIES DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1. Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2. The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

   The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3. All existing utilities shall be located and shown on the design plans.

4. All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5. Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

6. All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7. Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

STORMWATER CONTROL FACILITIES CONSTRUCTION

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:
No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

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. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following 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. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) 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
   - Existing condition photographs

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. If the project is 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.

4. 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 deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard 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) and any permit closure documents
   - Three (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 B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

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 during the grant period. After the grant period has ended, the Organization (and/or Property Owner) 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.

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.

3. 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.

4. In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.

5. If underground detention is provided, property owner will be required to conform to LFUCG Code of Ordinances Chapter 16, Article X, Division 2.

6. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

7. The IOM Plan shall preclude storage of certain materials on the permeable pavement.

8. Applicant shall provide map of the project area that discerns between regulatory items for new development and BMPs proposed for the grant.

9. Both electronic and hard copies of all educational materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

10. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 25.0% cost share offered in the application (approximately $103,360.50).

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 (FCPS – Rise STEM Academy for Girls)

Activity	Anticipated Date(s)
Notice to Proceed	February 2025
Kickoff	April 2025
Design Documents	April 2024-August 2024
Construction	March 2026-April 2026 (permeable pavers only)
Construction	September 2024-June 2026 (full project)
Project Closeout/Final Report to LFUCG	July 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase: **$ 22,750.00**
2. Construction Phase and other items: **$ 434,558.73**

TOTAL PROJECT COSTS:	**$ 457,308.73**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 310,081.50 (not-to-exceed)
Estimated Cost Share	$ 147,227.23
Est. Total Project Cost	**$ 457,308.73**

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

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

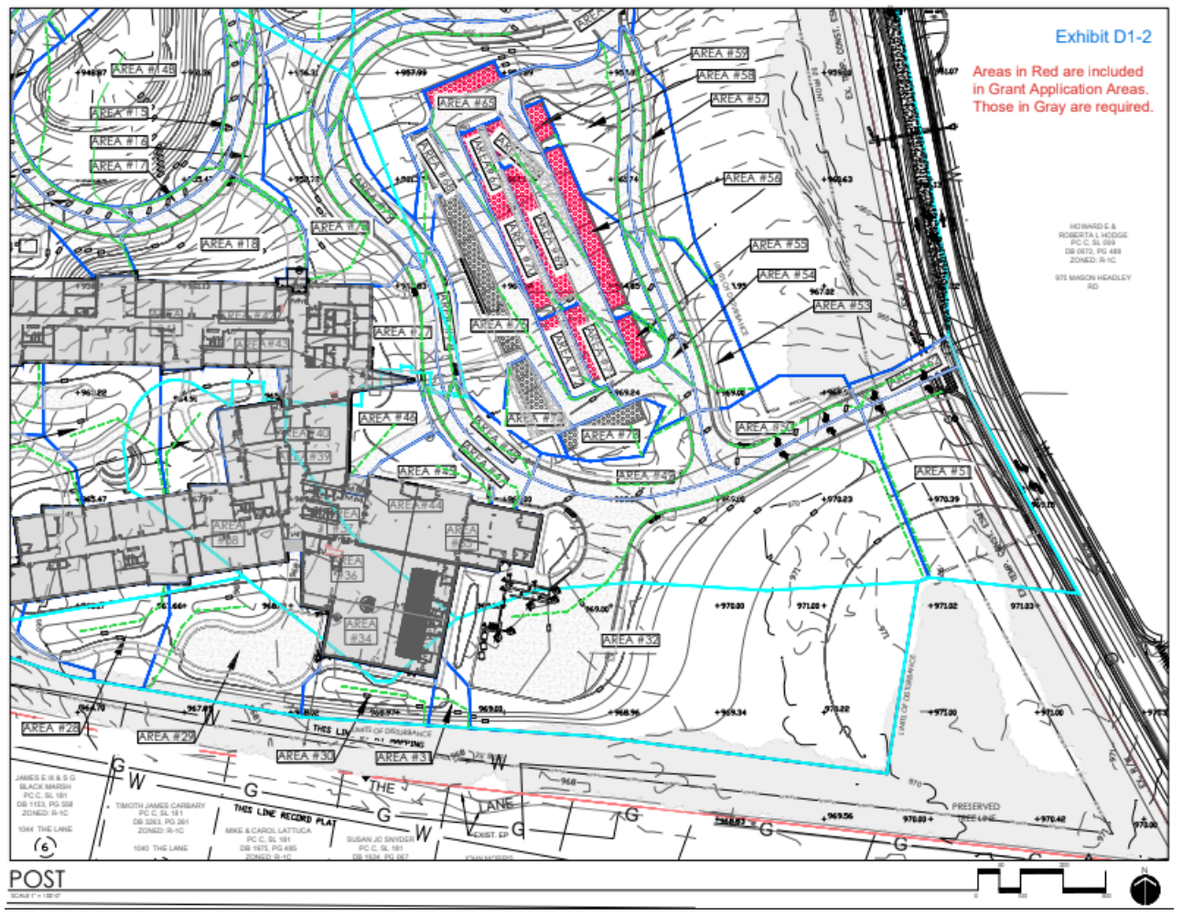
Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design Fees	Consultant	Design Fees	$ 22,750.00	LS	1.0	$ 22,750.00	$ -	$ 22,750.00
5	**Construction**								
6	Construction	Contractor	Permeable pavers in lieu of asphalt-Concrete isolation bands	$ 30.00	LF	1,263.0	$ 37,890.00	$ -	$ 37,890.00
7	Construction	Contractor	Permeable pavers in lieu of asphal- Permeable pavers	$ 25.00	SF	13,852.0	$ 46,512.23	$ 310,081.50	$ 356,593.73
8	Constrcution	Contractor	Permeable pavers in lieu of asphal-Subdrain and connection to storm system	$ 1,263.00	LF	25.0	$ 31,575.00	$ -	$ 31,575.00
9	Construction	Contractor	Permeable pavers in lieu of asphal- Striping	$ 4,000.00	LS	1.0	$ 4,000.00	$ -	$ 4,000.00
10	Construction	Contractor	Permeable pavers in lieu of asphalt- Wheelstops	$ 350.00	EA	6.0	$ 2,100.00	$ -	$ 2,100.00
11	Construction	Contractor	Permeable pavers in lieu of asphalt- HC symbols	$ 400.00	EA	6.0	$ 2,400.00	$ -	$ 2,400.00
12				**TOTAL PROJECT BUDGET:**			$ 147,227.23	$ 310,081.50	$ 457,308.73
13							**ORGANIZATION SHARE**	**GRANT SHARE**	
14			***COST SHARE % = 32.19%**	OK			32.2%	67.8%	
15									

FIGURE 1 – FCPS RISE STEM ACADEMY FOR GIRLS PROJECT AREA MAP (FROM GOOGLE)

FIGURE 2 – FCPS RISE STEM ACADEMY FOR GIRLS PROJECT MAP DISCERNING REGULATORY ITEMS FOR NEW DEVELOPEMENT AND STORMWATER QUALITY PROJECTS INCENTIVE GRANT BMP's (FROM APPLICATION)



RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO FAYETTE COUNTY PUBLIC SCHOOLS, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $310,081.50.

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

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

Section 2 – That an amount, not to exceed $310,081.50, be and hereby is approved for payment to Fayette County Public Schools, 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
0137-25:EPT_4909-9036-3420, v. 1

RESOLUTION NO. 150 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO FAYETTE COUNTY PUBLIC SCHOOLS, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $310,081.50.

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

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

Section 2 – That an amount, not to exceed $310,081.50, be and hereby is approved for payment to Fayette County Public Schools, 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: April 24, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0137-25:EPT_4909-9036-3420, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure 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 (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **FAYETTE COUNTY PUBLIC SCHOOLS, 1126 RUSSELL CAVE ROAD, LEXINGTON, KY 40505** (hereinafter "Grantee" and "Property Owner"). (hereinafter "Grantee" & "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$310,081.50** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **988 MASON HEADLEY ROAD LEXINGTON, KENTUCKY 40509** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager 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 (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER

FAYETTE COUNTY PUBLIC SCHOOLS
1126 RUSSELL CAVE ROAD
LEXINGTON, KENTUCKY 40505

BY: _____

NAME: Rodney Jackson

TITLE: Executive Director, Financial Accounting and Benefits Services

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of Fayette County Public Schools on this the 22 day of January, 2025.

My commission expires: 03/07/27

_____ KYNP69117
NOTARY PUBLIC

LYTONYA LYNETTE WILLIAMS
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
ID # KYNP69117
MY COMM. EXPIRES 03/17/2027

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Fayette County Public School (FCPS)

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Design and Construction

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Fayette County Public Schools (FCPS)
1126 Russell Cave Road
Lexington, KY 40505

Primary Project Contact: Tresine Logsdon (FCPS, Energy & Sustainability Coordinator)
859-619-6472 (phone)
tresine.logsdon@fayette.kyschools.us (email)

Project Manager: Melinda Joseph-Dezarn
859-318-3826(phone)
Melinda.josephdezarn@fayette.kyschools.us (email)

Project Site Location(s): FCPS – Rise STEM Academy for Girls
988 Mason Headley (formerly 2160 Versailles Road)
Lexington, Kentucky 40504
PVA #20073100

Property Owner(s): Board of Education of Fayette County KY
1126 Russell Cave Road
Lexington, KY 40511

Design Engineering Firm: Element Design
366 S Broadway
Lexington, KY 40508
859-389-6533 (phone)
Billie Motsch, Landscape Architect
billie@element-site.com (email)
R. Derek Motsch, P.E. (Civil Engineer)
derek@element-site.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 988 Mason Headley (formerly 2160 Versailles Road), Lexington, Kentucky 40504, PVA #20073100 owned by the Board of Education of Fayette County KY. No other property or right-of-way shall be disturbed without the written permission from the property owners.

Project Elements

A. Permeable Pavers – Install permeable pavers (approximately 13,852 sqft) in place of traditional asphalt in the parking stalls for staff and visitors in the west parking lot of the site for water quality and quantity.

STORMWATER CONTROL FACILITIES DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1. Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2. The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

   The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3. All existing utilities shall be located and shown on the design plans.

4. All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5. Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

6. All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7. Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

STORMWATER CONTROL FACILITIES CONSTRUCTION

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:
No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

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. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following 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. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) 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
   - Existing condition photographs

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. If the project is 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.

4. 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 deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard 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) and any permit closure documents
   - Three (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 B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

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 during the grant period. After the grant period has ended, the Organization (and/or Property Owner) 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.

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.

3. 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.

4. In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.

5. If underground detention is provided, property owner will be required to conform to LFUCG Code of Ordinances Chapter 16, Article X, Division 2.

6. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

7. The IOM Plan shall preclude storage of certain materials on the permeable pavement.

8. Applicant shall provide map of the project area that discerns between regulatory items for new development and BMPs proposed for the grant.

9. Both electronic and hard copies of all educational materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

10. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 25.0% cost share offered in the application (approximately $103,360.50).

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 (FCPS – Rise STEM Academy for Girls)

Activity	Anticipated Date(s)
Notice to Proceed	February 2025
Kickoff	April 2025
Design Documents	April 2024-August 2024
Construction	March 2026-April 2026 (permeable pavers only)
Construction	September 2024-June 2026 (full project)
Project Closeout/Final Report to LFUCG	July 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase: **$ 22,750.00**
2. Construction Phase and other items: **$ 434,558.73**

TOTAL PROJECT COSTS: **$ 457,308.73**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 310,081.50 (not-to-exceed)
Estimated Cost Share	$ 147,227.23
Est. Total Project Cost	**$ 457,308.73**

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

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

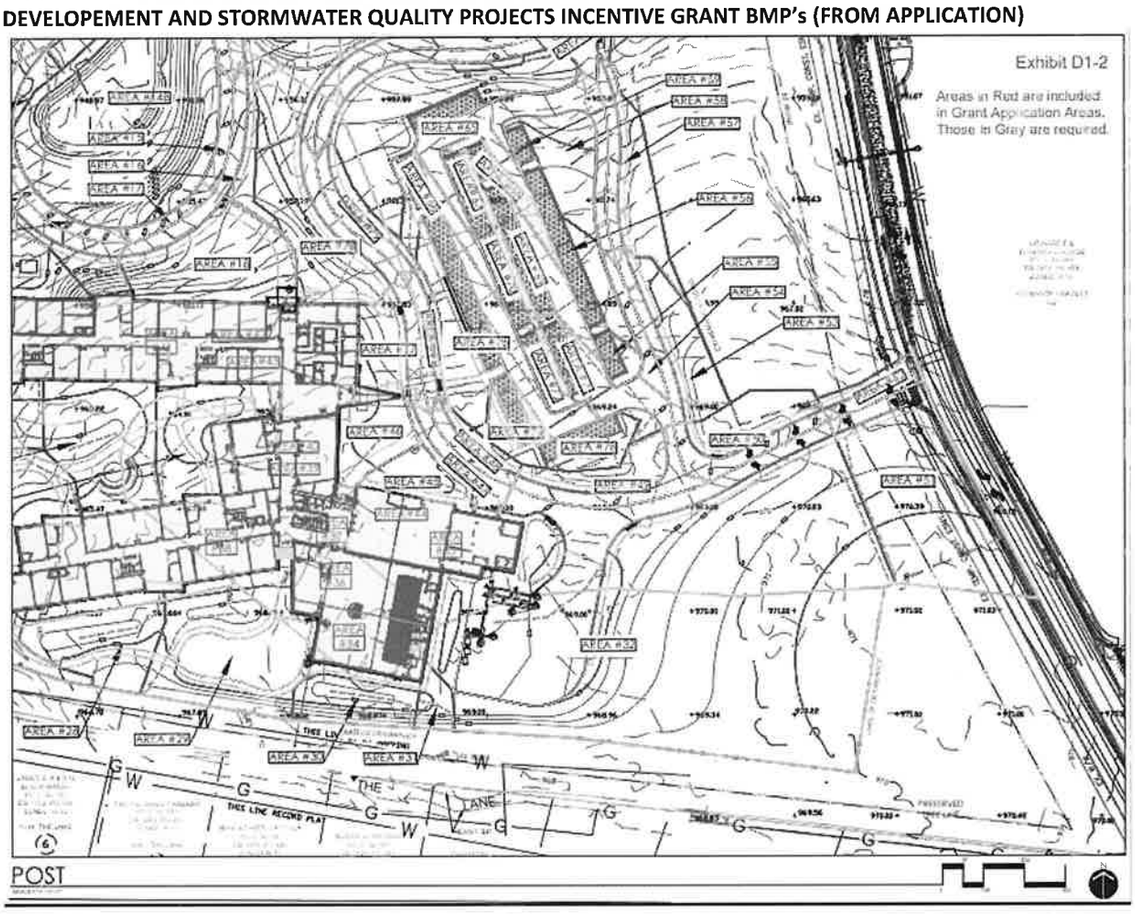
Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design Fees	Consultant	Design Fees	$ 22,750.00	LS	1.0	$ 22,750.00	$ -	$ 22,750.00
5	**Construction**								
6	Construction	Contractor	Permeable pavers in lieu of asphalt-Concrete isolation bands	$ 30.00	LF	1,263.0	$ 37,890.00	$ -	$ 37,890.00
7	Construction	Contractor	Permeable pavers in lieu of asphal- Permeable pavers	$ 25.00	SF	13,852.0	$ 46,512.23	$ 310,081.50	$ 356,593.73
8	Constrcution	Contractor	Permeable pavers in lieu of asphal-Subdrain and connection to storm system	$ 1,263.00	LF	25.0	$ 31,575.00	$ -	$ 31,575.00
9	Construction	Contractor	Permeable pavers in lieu of asphal- Striping	$ 4,000.00	LS	1.0	$ 4,000.00	$ -	$ 4,000.00
10	Construction	Contractor	Permeable pavers in lieu of asphalt- Wheelstops	$ 350.00	EA	6.0	$ 2,100.00	$ -	$ 2,100.00
11	Construction	Contractor	Permeable pavers in lieu of asphalt- HC symbols	$ 400.00	EA	6.0	$ 2,400.00	$ -	$ 2,400.00
12					TOTAL PROJECT BUDGET:		$ 147,227.23	$ 310,081.50	$ 457,308.73
13							ORGANIZATION SHARE	GRANT SHARE	
14			*COST SHARE % = 32.19%		OK		32.2%	67.8%	
15									

FIGURE 1 – FCPS RISE STEM ACADEMY FOR GIRLS PROJECT AREA MAP (FROM GOOGLE)

FIGURE 2 – FCPS RISE STEM ACADEMY FOR GIRLS PROJECT MAP DISCERNING REGULATORY ITEMS FOR NEW DEVELOPEMENT AND STORMWATER QUALITY PROJECTS INCENTIVE GRANT BMP's (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program

Fayette County Public Schools

ATTACHMENT B
TO FY 2025 CLASS B INFRASTRUCTURE GRANT AWARD AGREEMENTS

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS:_____

PROPERTY OWNER NAME: _____

PROPERTY LEGAL DESCRIPTION:

_____
_____
_____
_____
_____

STORMWATER CONTROL FACILITIES DESCRIPTION:

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class _BI_

1. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
2. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
3. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
4. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
5. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>

[1] Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.
[2]Placement in Service Month is the month the facility goes into service.
[3]Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, _____<property owner name>_____, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **_____<property owner name>_____** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

   In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

   On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

10. Agrees that in the event the <property owner name>, its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, <property owner name>, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%	-	-	-	-	-
15-year Remaining Value	96.67%	90.00%	83.33%	76.66%	69.99%	63.32%	56.65%	49.99%	43.32%	36.66%	29.99%	23.33%	16.66%	10.00%	6.67%	-	-	-	-	-
20-year Depreciation	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%
20-year Remaining Value	97.5%	92.5%	87.5%	82.5%	77.5%	72.5%	67.5%	62.5%	57.5%	52.5%	47.5%	42.5%	37.5%	32.5%	27.5%	22.5%	17.5%	12.5%	7.5%	5.0%

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

S M L

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

S M L

_____

Linda Gorton, Mayor

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

Prepared by:

_____

Evan P. Thompson, Attorney Senior
LFUCG – Department of Law
200 East Main Street
Lexington, KY 40507
(859) 258-3500

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0140-25

File ID:	0140-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	078-2025	**In Control:**	Urban County Council
				File Created:	02/06/2025
File Name:	Cintas Omnia Agreement			**Final Action:**	03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Workplace Solutions Cooperative Acceptance Agreement with Cintas Corporation pursuant to an Omnia Partners Agreement, establishing a price contract for the rental of facility entrance mats and rental uniforms, and authorizing the Director of Purchasing, for the term of the Contract, to execute any additional necessary documents related to the Agreement. [Div. of Procurement, Slatin]

Notes: SAF in CCO copies scanned back to Conni Hayes 3.27.25 AA

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	BlueSheet Memo, Final LFUCG Agreement x Cintas.pdf, RESO 0140-25- Cintas Agreement 4900-4598-9916 v.1.doc, R-073-2025, Contract #078-2025	**Enactment Number:**	R-073-2025
Deed #:		**Hearing Date:**	
Drafter:	Conni Hayes	**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	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0140-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Workplace Solutions Cooperative Acceptance Agreement with Cintas Corporation pursuant to an Omnia Partners Agreement, establishing a price contract for the rental of facility entrance mats and rental uniforms, and authorizing the Director of Purchasing, for

the term of the Contract, to execute any additional necessary documents related to the Agreement. [Div. of Procurement, Slatin]

Summary

Authorization to enter into a new Agreement with Cintas Corporation for rental of floor mats for entrance areas and for uniforms for various div.s. The cost for FY25 is $95,000. Funds are Budgeted. (L0140-25)(Slatin/Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes

Risk Management: No

Fully Budgeted [select]: To be charged to div.s as expenses occur

Account Number: various

This Fiscal Year Impact: $95,000 approximately

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT
ADMIISTRATION

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

FROM: **TODD SLATIN, DIRECTOR**
DIVISION OF PROCUREMENT

DATE: **January 30, 2025**

SUBJECT: **Cintas Rental Agreement**

Request:

Request Council authorization for the Mayor to execute an agreement with Cintas for rental of floor mats and uniforms for various divisions.

Why are you requesting?

The LFUCG has utilized rental of mats and uniforms through Cintas since 2016. Mats reduce housekeeping/cleaning costs and to maintain safe, dry entrance areas for employees and the public. Rental uniforms will reduce costs compared to purchasing uniforms; improve employee appearance by being well maintained; improves continuity and recognition while out or dealing with the public.

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

The cost for this FY is: approximately $95,000.00
Future The cost for future FY is: approximately $95,000

Are the funds budgeted? Yes, Various Divisions

File Number:

Director/Commissioner: Slatin/Hensley

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

Location #: 312
Contract #: FS:210022521/ Uni
Customer #:
Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348
GPO CC #13897 GPO Agreement #211011196
Customer/Participating Agency: Lexington-Fayette Urban City Government ("Customer") Date:
Address: Multiple City: Lexington State: KY Zip: Multiple Phone:

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X290	Carhartt FR Carpenter Jean	☑ Yes ☐ No	.662	
X391	Carhartt FR Coverall	☑ Yes ☐ No	.960	
X294	Carhartt FR Workshirt	☑ Yes ☐ No	.464	
X935	Cintas Comfort Men's Shirt	☑ Yes ☐ No	.183	
X280	Carhartt FR Jean	☑ Yes ☐ No	.600	
	(Continued on Page 5)	☑ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").

Standard Name Emblem	$ 1.95 ea	Standard Agency Emblem	$ 2.95	ea
Custom Agency Emblem	$ NA ea	Embroidery	$ NA	ea
Uniform Advantage	Item: NA		$	ea per week
Premium Uniform Advantage	Item: NA		$	ea per week
Emblem Advantage	Item: NA		$	ea per week
Prep Advantage	Item: NA		$	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	$ NA per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ NA	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	$ NA			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ NA per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	NA			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X2160	Shop Towels	Weekly	ANY	.14
X1810	Duralite Mat	Monthly	ANY	3.75
X2570	'24 Dust Mop	Weekly	ANY	1.22
X2590	'36 Dust Mop	Weekly	ANY	2.00
X8071	Signature Hand Sanitizer Rfl	Any	ANY	0.00
X8072	Signature Hand Sanitizer Svc	Weekly	ANY	3.25
X9559	Signature Hand Sanitizer Stand	Weekly	ANY	2.25
	Disposable Urinal Mat Svc			

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: X2160	% of inventory 5	$ 3.15	ea
Automatic Lost Replacement Charge	Item:	% of inventory	$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐	N/A	N/A
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☑	N/A	N/A
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐	N/A	N/A

Cintas Representative Initials: BH Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2. Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: BH Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract, (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality?

    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?

    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?

    X Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).

    No additional terms needed
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

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

^ and other products

BBA
2/5/25

Cintas Location #: 312
By: Brooklyn Holler Brooklyn Holler
Title: Service Manager
Accepted-GM:
Cintas Enterprise Account: ☐ Yes ☑ No
Cintas Enterprise Partner Name: n/a

Customer Signature:
Print Name:
Print Title:
Email:
Customer Contact:
Customer Contact Email:

Cintas Representative Initials: BH Customer Initials:

Accounts Payable Contact Billing Information

CINTAS
READY FOR THE WORKDAY

How should the Business Name read on the invoice? LFUCG

Do you have other sites/locations within your company that are set up for billing with Cintas? ☑ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☑ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☑ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☑ **Leave at site after service**

Do invoices require a purchase order? ☑ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☑ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT** - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card** - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: BH Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X371	Carhartt FR Work Pant	☑ Yes ☐ No	.662	
X74634	Men's FR Quick Duck Coat	☐ Yes ☐ No	3.00	
X945	Men's Comfort Work Pant	☐ Yes ☐ No	.213	
X60081	Men's FR Base Layer	☐ Yes ☐ No	1.30	
X259	Men's Proknit Tshirt	☐ Yes ☐ No	.271	
X270	Men's Cargo Pants	☐ Yes ☐ No	.326	
X381	Carhartt 5 Pocket Jean	☐ Yes ☐ No	.469	
X382	Carhartt Carpenter Jean	☐ Yes ☐ No	.469	
X268	Pro Knit Tshirt	☐ Yes ☐ No	.194	
X970	Cintas Tradesman Jacket	☐ Yes ☐ No	.313	
X297	FR Carhartt T-Shirt	☐ Yes ☐ No	1.30	
X59925	Men's Unisex Labcoat	☐ Yes ☐ No	.38	
X376	Carhartt Active Jacket	☐ Yes ☐ No	1.25	
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X10202	3X10 Xtrac Mat Onyx	Weekly	Any	9.83
X2477	3X5 Scraper Mat	Weekly	Any	3.15
X10189	3X5 Xtrac Mat Onyx	Weekly	Any	4.12
X10192	4X6 Xtrac Mat Onyx	Monthly	Any	8.13
X84035	3X10 Black Mat	Weekly	Any	2.996
X1930	3X4 Hand Washing Mat	Weekly	Any	6.335
X10184	3X5 Active Scraper	Weekly	Any	3.15
X84435	4X6 Black Mat	Weekly	Any	2.517
X84050	3X10 Brown Mat	Weekly	Any	2.996
X84250	3X4 Brown Mat	Weekly	Any	2.038
X84460	4X6 Brown Mat	Weekly	Any	2.571
X84030	3X10 Gray Mat	Weekly	Any	2.996
X84230	3X4 Gray Mat	Weekly	Any	2.038
X84430	4X6 Gray Mat	Weekly	Any	2.517
X84420	4X6 Blue Mat	Weekly	Any	2.517
X84401	4X6 Logo Mat	Weekly	Any	6.809
X84235	3X4 Black Mat	Weekly	Any	2.308
X84020	3X10 Blue Mat	Weekly	Any	2.996
X84220	3X4 Blue Mat	Weekly	Any	2.038
X7464	Disposable Urinal Mat Rfl	Any	Any	0.00

Cintas Representative Initials: BM Customer Initials: _____

LOCATION LISTING

Uniform Accounts

1. LFUCG West Hickman - 12082526
645 W. Hickman Plant Drive
Nicholasville, KY 40356
2. LFUCG Pump Station - 12112275
951 Enterprise Drive
Lexington, KY 40510
3. LFUCG SLM - 12112459
900 Enterprise Drive
Lexington, KY 40510
4. LFUCG Fleet Services Parts - 12112376
699 Byrd Thurman Drive
Lexington, KY 40510
5. LFUCG Fire Department - 12082514
219 E Third Street
Lexington, KY 40508
6. Fayette County Town Branch WWTP - 12112295
301 Jimmie Campbell Dr.
Lexington, KY 40504
7. Technical Services - 12112212
2269 Frankfort Court
Lexington, KY 40510
8. Division of Fleet Service - 12112294
669 Byrd Thurman Dr.
Lexington, KY 40510
9. Community Corrections Division - 12112216
600 Old Frankfort Circle
Lexington, KY 40510
10. LFUCG Streets & Roads - 12112278
1791 Old Frankfort Pike
Lexington, KY 40504

Facilities Services Accounts

1. LFUCG - Wast Management - 11107290
360 Thompson Rd.
Lexington, KY 40508
2. LFUCG - W Hickman - 11107338
645 W Hickman Plant Rd.
Nicholasville, KY 40356
3. LFUCG - 16330561
360 Thompson Rd.
Lexington, KY 40508
4. LFUCG Streets & Roads BUI - 11107334
1791 Old Frankfort Pike
Lexington, KY 40504
5. LFUCG - Fleet Services - 11106011
669 Byrd Thurman Dr.
Lexington, KY 40510
6. LFUCG - Sewer Line Maintenance - 11107437
900 Enterprise Dr.
Lexington, KY 40510
7. LFUCG - Government Center
200 E Main St.
Lexington, KY 40507
8. LFUCG - Public Safety
115 Cisco Rd.
Lexington, KY 40504
9. LFUCG - Water Quality
301 Jimmie Campbell
Lexington, 40504
10. Lexington Police Dept - 11107461
150 E Main St.
Lexington, KY 40507

Facilities Services Accounts Cont..

11. LFUCG - Phoenix Building - 11105957
101 E Vine Street
Lexington, KY 40507
12. LFUCG - Tate Building
125 Lisle Industrial Ave.
Lexington, KY 40511
13. LFUCG - General Service
1555 Old Frankfort Pike
Lexington, KY 40504
14. LFUCG - Public Works Pump Station
951 Enterprise Drive
Lexington, KY 40510
15. LFUCG - Black & Williams
498 Georgetown St.
Lexington, KY 40508
16. LFUCG - Fayette County Clerk
164 E Main Street
Lexington, KY 40507
17. LFUCG - Family Services
1135 Larry Sykes Way
Lexington, KY 40504
18. LFUCG Police Department West
1795 Old Frankfort Pike
Lexington, KY 40504
19. LFUCG - Charles Young
540 E Third St.
Lexington, KY 40508
20. LFUCG - Police Dept Gym - 11107291
1799 Old Frankfort Pike
Lexington, KY 40504
21. LFUCG - Lyric Theater
300 E Third St.
Lexington, KY 40508
22. LFUCG - LexServ
218 W Main St.
Lexington, KY 40507
23. LFUCG - Police Dept East - 11107451
4385 Clearwater Way
Lexington, KY 40515
24. LFUCG - OAC Building
1515 Old Frankfort Pike
Lexington, KY 40504
25. LFUCG - Downtown Arts Center
141 E Main St.
Lexington, KY 40507
26. LFUCG - Coleman House - 11106013
1155 Harry Sykes Way
Lexington, KY 40504
27. LFUCG - Police Dept. Tech Services
2269 Old Frankfort Pike
Lexington, KY 40510
28. LFUCG - Campus Building
1306 Versailles Rd.
Lexington, KY 40504

Cintas Representative Initials: BM Customer Initials: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A WORKPLACE SOLUTIONS COOPERATIVE ACCEPTANCE AGREEMENT WITH CINTAS CORPORATION PURSUANT TO AN OMNIA PARTNERS AGREEMENT, ESTABLISHING A PRICE CONTRACT FOR THE RENTAL OF FACILITY ENTRANCE MATS AND RENTAL UNIFORMS, AND AUTHORIZING THE DIRECTOR OF PURCHASING, FOR THE TERM OF THE CONTRACT, TO EXECUTE ANY ADDITIONAL NECESSARY DOCUMENTS RELATED TO THE AGREEMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Workplace Solutions Cooperative Acceptance Agreement, which is attached hereto and incorporated herein by reference, with Cintas Corporation pursuant to an Omnia Partners Agreement, establishing a price contract for the rental of facility entrance mats and rental uniforms, subject to the appropriation of sufficient funds.

Section 2 - That the Director of Central Purchasing, on behalf of the Lexington-Fayette Urban County Government and for the term of the agreement, be and hereby is authorized to execute any additional necessary documents related to the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0140-25:EPT_4900-4598-9916, v. 1

RESOLUTION NO. 073 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A WORKPLACE SOLUTIONS COOPERATIVE ACCEPTANCE AGREEMENT WITH CINTAS CORPORATION PURSUANT TO AN OMNIA PARTNERS AGREEMENT, ESTABLISHING A PRICE CONTRACT FOR THE RENTAL OF FACILITY ENTRANCE MATS AND RENTAL UNIFORMS, AND AUTHORIZING THE DIRECTOR OF PURCHASING, FOR THE TERM OF THE CONTRACT, TO EXECUTE ANY ADDITIONAL NECESSARY DOCUMENTS RELATED TO THE AGREEMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Workplace Solutions Cooperative Acceptance Agreement, which is attached hereto and incorporated herein by reference, with Cintas Corporation pursuant to an Omnia Partners Agreement, establishing a price contract for the rental of facility entrance mats and rental uniforms, subject to the appropriation of sufficient funds.

Section 2 - That the Director of Central Purchasing, on behalf of the Lexington-Fayette Urban County Government and for the term of the agreement, be and hereby is authorized to execute any additional necessary documents related to the agreement.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0140-25:EPT_4900-4598-9916, v. 1

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

Location #: 312
Contract #: FS:210022521/ Uni
Customer #:
Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348
GPO CC #13897 GPO Agreement #211011196 Date:
Customer/Participating Agency: Lexington-Fayette Urban City Government ("Customer") Phone:
Address: Multiple City: Lexington State: KY Zip: Multiple

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X290	Carhartt FR Carpenter Jean	☑ Yes ☐ No	.662	
X391	Carhartt FR Coverall	☑ Yes ☐ No	.960	
X294	Carhartt FR Workshirt	☑ Yes ☐ No	.464	
X935	Cintas Comfort Men's Shirt	☑ Yes ☐ No	.183	
X280	Carhartt FR Jean	☑ Yes ☐ No	.600	
	(Continued on Page 5)	☑ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").

Standard Name Emblem	$ 1.95 ea		Standard Agency Emblem	$ 2.95	ea
Custom Agency Emblem	$ NA ea		Embroidery	$ NA	ea
Uniform Advantage	Item: NA			$	ea per week
Premium Uniform Advantage	Item: NA			$	ea per week
Emblem Advantage	Item: NA			$	ea per week
Prep Advantage	Item: NA			$	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).				
Make-Up Charge	$ NA per garment				
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium				$ NA	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.					
Artwork Charge for Logo Mat	$ NA				
Payment Terms: Net 30					
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ NA per garment will be assessed for employee's size changed within 4 weeks of installation.				
Other	NA				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X2160	Shop Towels	Weekly	ANY	.14
X1810	Duralite Mat	Monthly	ANY	3.75
X2570	'24 Dust Mop	Weekly	ANY	1.22
X2590	'36 Dust Mop	Weekly	ANY	2.00
X8071	Signature Hand Sanitizer Rfl	Any	ANY	0.00
X8072	Signature Hand Sanitizer Svc	Weekly	ANY	3.25
X9559	Signature Hand Sanitizer Stand	Weekly	ANY	2.25
	Disposable Urinal Mat Svc			

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: X2160	% of inventory 5	$ 3.15	ea
Automatic Lost Replacement Charge	Item:	% of inventory	$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐	N/A	N/A
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☑	N/A	N/A
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐	N/A	N/A

Cintas Representative Initials: BH Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: BH Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality?
    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
    ☐ Yes, additional terms required
    ☑ No additional terms needed (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 312	Customer Signature: Linda Gorton
By: Brooklyn Holler Brooklyn Holler	Print Name: Linda Gorton
Title: Service Manager	Print Title: Mayor
Accepted-GM:	Email:
Cintas Enterprise Account: ☐ Yes ☑ No	Customer Contact:
Cintas Enterprise Partner Name: n/a	Customer Contact Email:

Cintas Representative Initials: BH Customer Initials: _____

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0145-25

File ID:	0145-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	050-2025	**In Control:**	Urban County Council
				File Created:	01/31/2025
File Name:	Shared Mobility Data Management Contract for FY 25			**Final Action:**	03/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Populus Technologies, Inc., for data management and per-trip fee collection services related to dockless (shared mobility) vehicles, for the Div. of Planning, at a cost not to exceed $9,500 and fifteen percent (15%) of per trip fees collected by Populus Technologies, Inc. [Div. of Planning, Duncan]

Notes: dropped off in office 3/11/2025 mn

SAF in the CCO. Returned cia scans to Scott Thompson 3/12/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Bluesheet Memo for Populus Contract FY 25, Lexington- 2024- Populus- Mobility Manager - Renewal, Lexington-_2024-2025-Populus renewal_Populus signed, RESO 0145-25- Populus contract for dockless vehicles 4903-0800-2588 v.1.docx, R-074-2025, Contract #050-2025	**Enactment Number:**	R-074-2025
Deed #:		**Hearing Date:**	
Drafter:	Christopher Evilia	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0145-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Populus Technologies, Inc., for data management

and per-trip fee collection services related to dockless (shared mobility) vehicles, for the Div. of Planning, at a cost not to exceed $9,500 and fifteen percent (15%) of per trip fees collected by Populus Technologies, Inc. [Div. of Planning, Duncan]

Summary

Authorization to execute a one-year Contract with Populus Technologies, Inc. for data management and per trip fee collection services related to dockless (shared mobility) vehicles, for the Division of Planning, at a cost not to exceed $9,500 and fifteen percent (15%) of per trip fees collected by Populus Technologies, Inc. Funds are Budgeted. (L0145-25) (Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, January 9, 2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1141-160701-0001-72205

This Fiscal Year Impact: $9,500 plus fifteen percent (15%) of per trip fees collected by Populus Technologies, Inc.

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $27,000

Populus Renewal Agreement for Lexington-Fayette Urban County Government

Lexington-Fayette Urban County Government
200 E Main St.
Lexington, KY 40507

ATTN: Scott Thompson
November 7th, 2024

Dear Scott,

Populus is pleased to present this renewal agreement to Lexington-Fayette Urban County Government to continue supporting the delivery of advanced mobility management solutions for the County.

Background: Populus has been supporting the Lexington-Fayette Urban County Government since December of 2019.

In the attached renewal, we have provided our standard services agreement. In addition to the basic subscription that the Lexington-Fayette Urban County Government currently has access to, the County will continue to have access to our new Smart Policies Toolkit, a set of advanced features that cities across the country are now leveraging to deploy smart mobility policies.

We look forward to discussing this proposal with you at your earliest convenience.

Sincerely,

Regina Clewlow, Ph.D.
Co-Founder and CEO, Populus

Populus Unique Qualifications

POPULUS	
Complete geospatial analysis	● User friendly module to upload unlimited geospatial files ● Instant processing of millions of data points ● Conduct equity analysis with access to U.S. Census Data on ethnicity and income
Compliance	● Establish complex shared mobility policies and automate operator compliance monitoring ● Recurring compliance emails deliver daily, weekly, and/or monthly reports on operator compliance
Fees & Invoicing	● Track and invoice operators for shared mobility program fees automatically including an auditable digital trail for each fee invoiced
Only **USDOT-funded** solution to build **advanced safety planning features**	● Exclusive access to our advanced safety planning features

Populus Renewal Agreement

The Services Agreement between Populus and Lexington-Fayette Urban County Government which was initially effective as of December 18, 2019 and renewed on December 18, 2022, is hereby renewed again on the terms set forth in this Renewal Agreement.

Lexington-Fayette Urban County Government Scott Thompson pthompson2@lexingtonky.gov	POPULUS
Effective Date	December 18, 2024
License Term	1 year + 1 optional yeaextension
Populus Mobility Manager Annual Subscription Fee Access for unlimited users included	$9,500 *Discounted for continuing customer for cities with population > 300K* **Key platform features:** ● **Data validation**, harmonization, anonymization, and secure storage according to MDS and GBFS standards* ● **Live map** for real-time monitoring of shared mobility devices ● **Reporting** of key program metrics ● **Routes and heatmaps.** Advanced GPS trip trace/ route, trip (origin-destination,) and vehicle distribution analysis ● **Advanced geographies.** ● **Policies and compliance.** Create policies and access basic compliance monitoring **Advanced Smart Mobility Policies Toolkit:** ● **Auditable Trail for Violations:** Complete violations report download ● **Fee Reporting:** Reporting for measuring and invoicing shared mobility fees in compliance with city-created policies. ● **Automated Invoicing:** Populus will directly invoice each operating authority license holder monthly for per trip fees validated and invoiced in the Populus platform over the previous month, calculated as provided in Section 17D-13 in the Lexington-Fayette Urban County Government Code of Ordinances. ● **Notifications:** Daily, weekly, or monthly email notifications summarizing operator compliance. ● Populus will collect payment of per-trip fees from shared mobility providers on behalf of the LFUCG. 85% of new mobility revenue invoiced by Populus shall be transferred to the County. **Populus shall retain 15% of new mobility revenue for digital parking validation and invoicing services**. The 15% service fee shall

	come exclusively from LFUCG's portion of the per trip fees as calculated in section 17D-13 of the Code. Currently, LFUCG is entitled to receive a share of the total per-trip fees equal to the percent of trips involving a shared mobility vehicle that is ended (checked in or locked) outside the University of Kentucky's boundaries (trips ended outside the University of Kentucky's boundaries divided by the total number of trips in Lexington-Fayette County, multiplied by 100), a map of which has been provided to Populus, or 50% of per trip fees, whichever is greater. • Populus will provide a monthly billing summary and payment to LFUCG. The 15% service fee described above shall come exclusively from LFUCG's share of per trip fees and shall be outlined in the monthly billing summary provided to LFUCG. • Populus will provide monthly payments to the University of Kentucky for the share of fees the entity is entitled to receive under Section 17D-13 of the Code. Currently, the University of Kentucky is entitled to receive a share of the total per trip fees equal to the percentage of trips involving a shared mobility vehicle that is ended (checked in or locked) inside the University of Kentucky's boundaries (tripes ended inside the University of Kentucky's boundaries, divided by the total number of trips in Lexington-Fayette County, multiplied by 100), not to exceed 50% of the total amount of trip fees collected. **Customer Support included:** • Up to 10 hours of engineering and GIS support to manage operator data feeds and integrate complex geospatial files • Initial dedicated onboarding session for all staff • Populus resources, including reports, FAQs and webinars • Recurring meetings with dedicated Customer Success Manager • In-app Customer Success staff support

Prices are valid for 90 days after proposal is issued

Optional Add-On Fees

Populus Consulting Services	$250 per hour of consulting work Additional consulting services may include: • Consulting on mobility pilot policies, particularly related to data-sharing and performance metrics. • Custom reporting outside of our extensive pre-built reporting tools contained within the Populus Mobility Manager platform may be produced by our data scientists. • Integration of data from Unverified Operators.

Terms of Use

Except as amended herein, the terms and conditions of the original Services Agreement will remain unchanged and will continue in full force and effect, including the original Terms and Conditions executed as part of the Services Agreement. Any modifications or additional terms shall be attached to this Order Form and agreed to in writing by both parties (the "Addendum"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Terms, the Terms shall govern.

This Agreement shall renew at the end of the Renewal Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than ninety (90) days' written notice prior to the expiration of the then current renewal term.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

Indemnification

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

Signature of Populus Technologies, Inc.	Signature of [City of XXXXX]
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Billing Contact Name: _____

Email: _____ Phone: _____

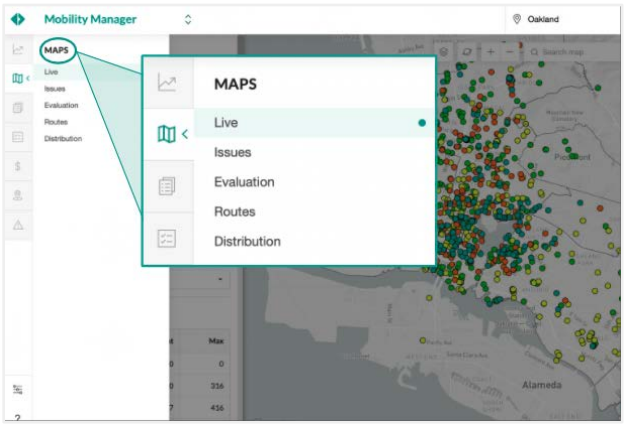
Populus Platform and Services

Populus Mobility Manager Overview

Mobility Manager empowers cities with data from shared fleets of bikes, scooters, mopeds, and cars to effectively manage new mobility programs. Populus will host the Platform and be responsible for all maintenance and security.

Live Map

Our live map view allows you to view shared mobility devices, including their real-time status, location, and parked duration. Populus was the leading platform to define the most recent MDS Vehicles Endpoint, which is the new format that describes the real-time status of vehicles located in your public-right-of-way.

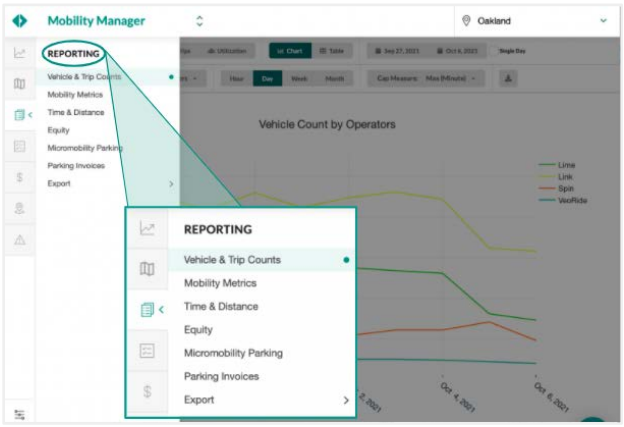


- ➔ **Monitor** vehicle distribution, idle times, and battery levels
- ➔ **Track** complaints and incidents, and resolution
- ➔ **Filter** by vehicle type, operator, and idle times
- ➔ **Assess** real-time compliance with vehicle caps and other requirements

Reporting

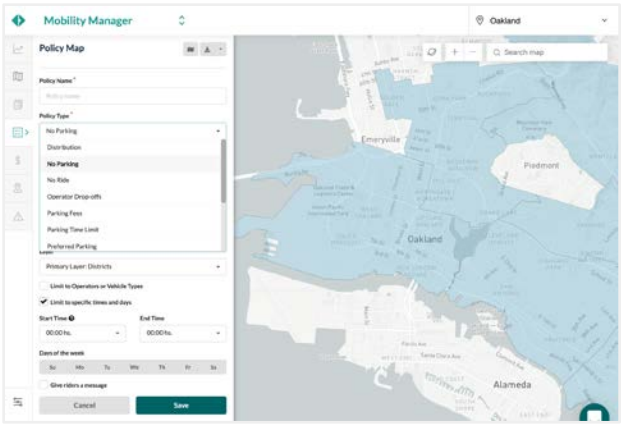
Improve visibility and collaboration with all relevant stakeholders.

- ➔ **Presentation-ready reports** on vehicle, trip counts, compliance, and more
- ➔ **Download files** in .csv, ArcGIS compatible shapefiles, and PNG image for easy reporting
- ➔ **Receive daily, weekly, or monthly reports** with key program metrics



Policies

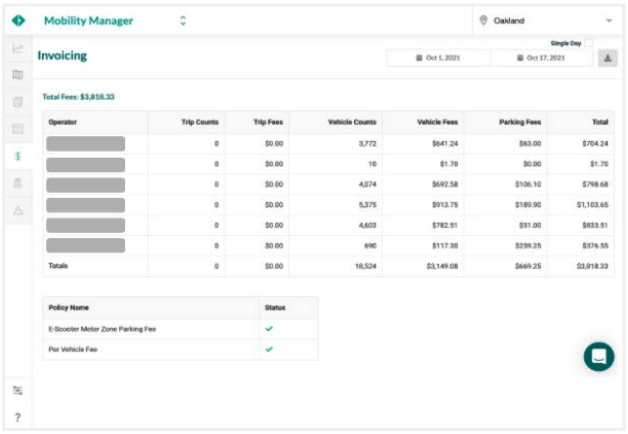
Populus was the first platform to provide cities with the ability to create and enforce new mobility policies on our platform. We are currently the only platform that provides the full MDS Policy API to operators (not in beta).



- ➔ **Create new policies** easily through the Populus platform, including:
  - ◆ Vehicle caps
  - ◆ Parking
  - ◆ Per trip fees
  - ◆ Slow ride/no ride
  - ◆ Equity requirements
- ➔ **Communicate policies** to operators via the MDS Policy API or dashboards

Fees and Invoicing

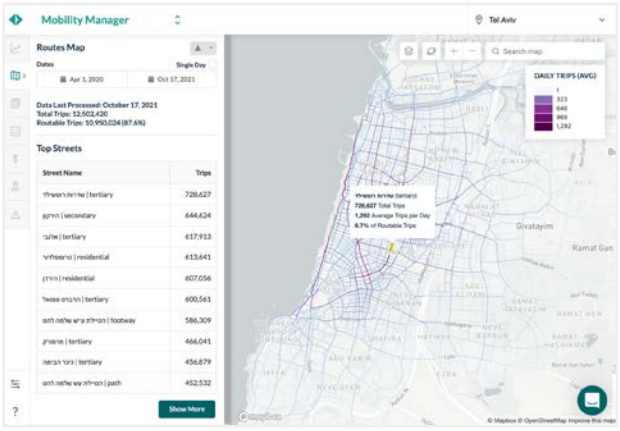
Populus' fees solution helps you easily **track and invoice** operators for shared mobility program fees. Uniquely available through Populus, you can automatically invoice operators, not just calculate their fees.



- ➔ **Our leading invoicing and fees** feature allows you to automatically invoice operators through our platform
- ➔ Our platform includes an **auditable digital trail** for each fee invoiced through our platform

Routes and Heatmaps

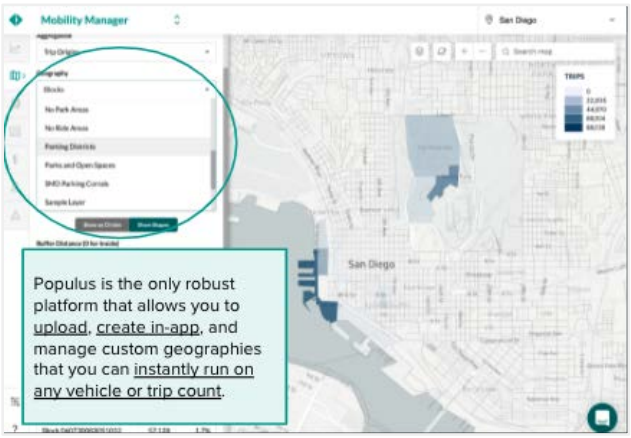
Leverage data for transportation planning with our advanced routes and heatmap views.



- ➔ **Analyze millions of trips in seconds** with our routes map, without any limitations on the timeframe for analysis
- ➔ **Plan for micromobility** by comparing trip demand with bike master plans

Complete Geographies

With Populus, you'll have the most robust, complete geospatial analytics that the industry has to offer. While some platforms limit how much time or geographic scale that you can analyze directly within a web app, the Populus platform can process millions of data points, using any custom geography that your team needs.



- ➔ **Populus is the system of choice** for transportation planners
- ➔ **In addition to simple hex grid** trip or vehicle analysis, our platform can process millions of trips in seconds for **any custom geospatial layer**
- ➔ **Upload any geospatial file** directly into our platform to process millions of trip and vehicle data points in seconds
- ➔ Our customer success team and **GIS specialists on staff** can also support your onboarding

Data Validation

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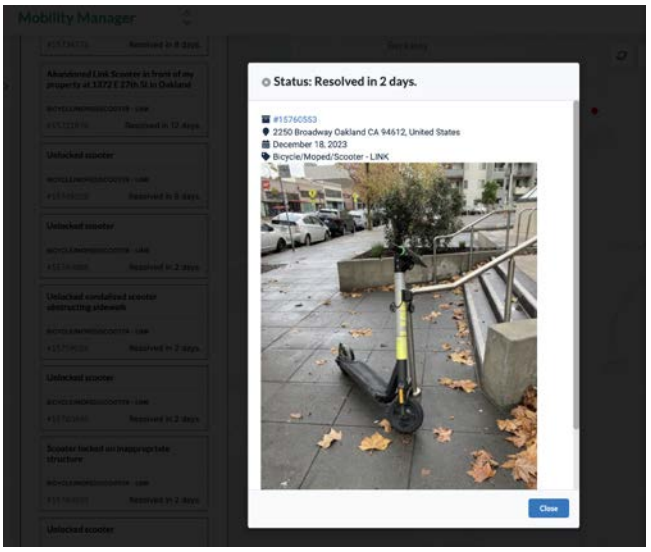

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

Populus Renewal Agreement for Lexington-Fayette Urban County Government

Lexington-Fayette Urban County Government
200 E Main St.
Lexington, KY 40507

ATTN: Scott Thompson
November 7th, 2024

Dear Scott,

Populus is pleased to present this renewal agreement to Lexington-Fayette Urban County Government to continue supporting the delivery of advanced mobility management solutions for the County.

Background: Populus has been supporting the Lexington-Fayette Urban County Government since December of 2019.

In the attached renewal, we have provided our standard services agreement. In addition to the basic subscription that the Lexington-Fayette Urban County Government currently has access to, the County will continue to have access to our new Smart Policies Toolkit, a set of advanced features that cities across the country are now leveraging to deploy smart mobility policies.

We look forward to discussing this proposal with you at your earliest convenience.

Sincerely,

Regina Clewlow, Ph.D.
Co-Founder and CEO, Populus

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Populus Unique Qualifications

POPULUS	
Complete geospatial analysis	● User friendly module to upload unlimited geospatial files ● Instant processing of millions of data points ● Conduct equity analysis with access to U.S. Census Data on ethnicity and income
Compliance	● Establish complex shared mobility policies and automate operator compliance monitoring ● Recurring compliance emails deliver daily, weekly, and/or monthly reports on operator compliance
Fees & Invoicing	● Track and invoice operators for shared mobility program fees automatically including an auditable digital trail for each fee invoiced
Only **USDOT-funded** solution to build **advanced safety planning features**	● Exclusive access to our advanced safety planning features

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Populus Renewal Agreement

The Services Agreement between Populus and Lexington-Fayette Urban County Government which was initially effective as of December 18, 2019 and renewed on December 18, 2022, is hereby renewed again on the terms set forth in this Renewal Agreement.

Lexington-Fayette Urban County Government Scott Thompson pthompson2@lexingtonky.gov	POPULUS
Effective Date	December 18, 2024
License Term	1 year + 1 optional year extension
Populus Mobility Manager Annual Subscription Fee Access for unlimited users included	**$9,500** *Discounted for continuing customer for cities with population > 300K* **Key platform features:** ● **Data validation**, harmonization, anonymization, and secure storage according to MDS and GBFS standards* ● **Live map** for real-time monitoring of shared mobility devices ● **Reporting** of key program metrics ● **Routes and heatmaps.** Advanced GPS trip trace/ route, trip (origin-destination,) and vehicle distribution analysis ● **Advanced geographies.** ● **Policies and compliance.** Create policies and access basic compliance monitoring **Advanced Smart Mobility Policies Toolkit:** ● **Auditable Trail for Violations:** Complete violations report download ● **Fee Reporting:** Reporting for measuring and invoicing shared mobility fees in compliance with city-created policies. ● **Automated Invoicing:** Populus will directly invoice each operating authority license holder monthly for per trip fees validated and invoiced in the Populus platform over the previous month, calculated as provided in Section 17D-13 in the Lexington-Fayette Urban County Government Code of Ordinances. ● **Notifications:** Daily, weekly, or monthly email notifications summarizing operator compliance. ● Populus will collect payment of per-trip fees from shared mobility providers on behalf of the LFUCG. 85% of new mobility revenue invoiced by Populus shall be transferred to the County. **Populus shall retain 15% of new mobility revenue for digital parking validation and invoicing services**. The 15% service fee shall

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Prices are valid for 90 days after proposal is issued

Optional Add-On Fees

Populus Consulting Services	$250 per hour of consulting work Additional consulting services may include: ● Consulting on mobility pilot policies, particularly related to data-sharing and performance metrics. ● Custom reporting outside of our extensive pre-built reporting tools contained within the Populus Mobility Manager platform may be produced by our data scientists. ● Integration of data from Unverified Operators.

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Terms of Use

Except as amended herein, the terms and conditions of the original Services Agreement will remain unchanged and will continue in full force and effect, including the original Terms and Conditions executed as part of the Services Agreement. Any modifications or additional terms shall be attached to this Order Form and agreed to in writing by both parties (the "Addendum"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Terms, the Terms shall govern.

This Agreement shall renew at the end of the Renewal Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than ninety (90) days' written notice prior to the expiration of the then current renewal term.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

Indemnification

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

DocuSigned by:
9FC42090895B4A4...

Signature of Populus Technologies, Inc.

Printed Name: Regina Clewlow

Title: Chief Executive Officer

Date: 1/30/2025

Signature of Lexington-Fayette Urban County Government

Printed Name:

Title:

Date:

Customer Billing Contact Name: *Scott Thompson*

Email: *pthompson2@lexingtonky.gov* Phone: 859.258.3173

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

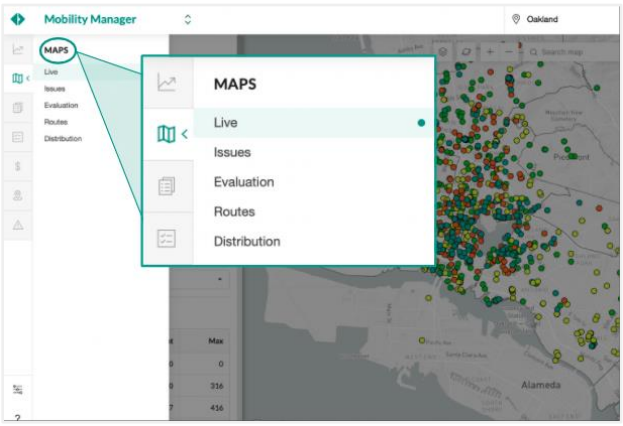
Populus Platform and Services

Populus Mobility Manager Overview

Mobility Manager empowers cities with data from shared fleets of bikes, scooters, mopeds, and cars to effectively manage new mobility programs. Populus will host the Platform and be responsible for all maintenance and security.

Live Map

Our live map view allows you to view shared mobility devices, including their real-time status, location, and parked duration. Populus was the leading platform to define the most recent MDS Vehicles Endpoint, which is the new format that describes the real-time status of vehicles located in your public-right-of-way.



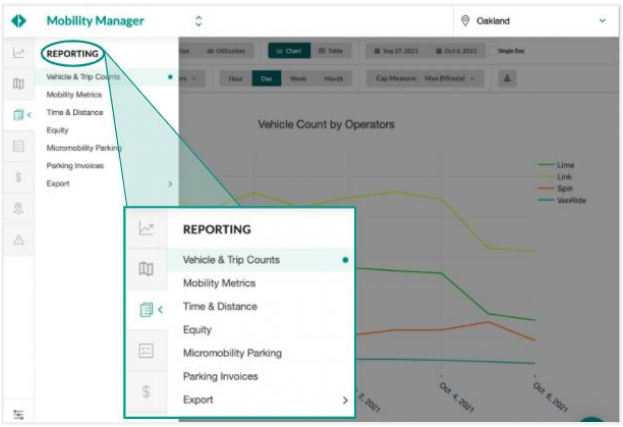
- ➔ **Monitor** vehicle distribution, idle times, and battery levels
- ➔ **Track** complaints and incidents, and resolution
- ➔ **Filter** by vehicle type, operator, and idle times
- ➔ **Assess** real-time compliance with vehicle caps and other requirements

Reporting

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

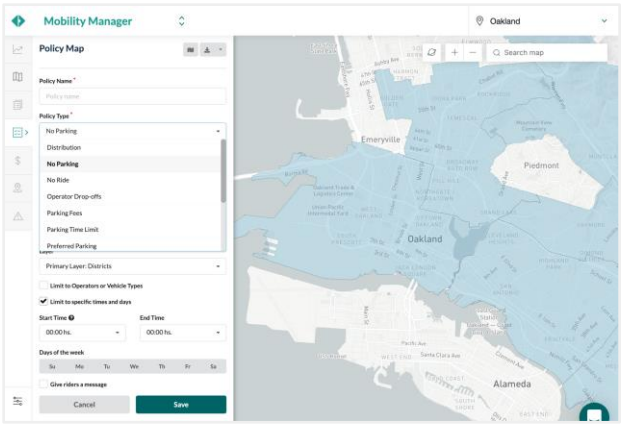
Improve visibility and collaboration with all relevant stakeholders.

- ➔ **Presentation-ready reports** on vehicle, trip counts, compliance, and more
- ➔ **Download files** in .csv, ArcGIS compatible shapefiles, and PNG image for easy reporting
- ➔ **Receive daily, weekly, or monthly reports** with key program metrics



Policies

Populus was the first platform to provide cities with the ability to create and enforce new mobility policies on our platform. We are currently the only platform that provides the full MDS Policy API to operators (not in beta).



- ➔ **Create new policies** easily through the Populus platform, including:
  - ◆ Vehicle caps
  - ◆ Parking
  - ◆ Per trip fees
  - ◆ Slow ride/no ride
  - ◆ Equity requirements
- ➔ **Communicate policies** to operators via the MDS Policy API or dashboards

Fees and Invoicing

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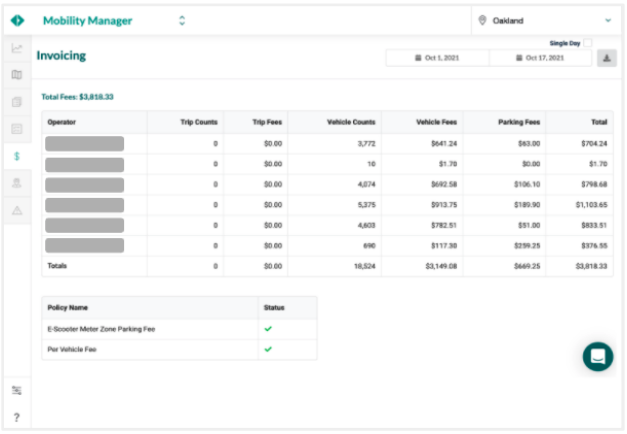

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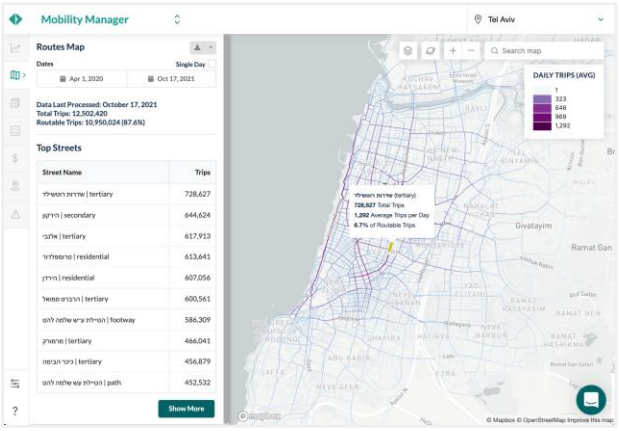

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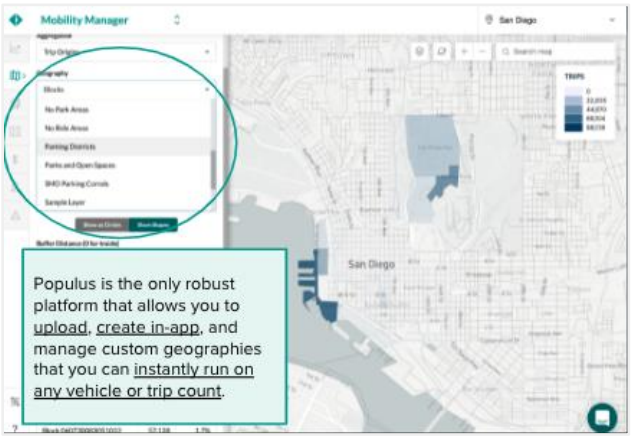

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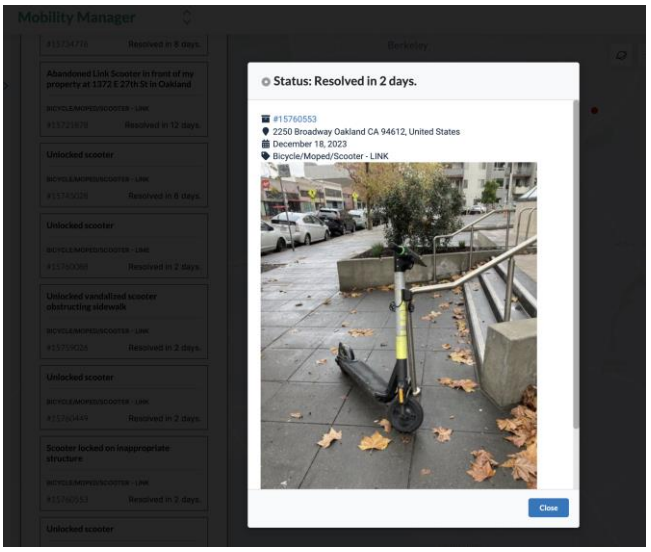

RESOLUTION NO. ____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH POPULUS TECHNOLOGIES, INC., FOR DATA MANAGEMENT AND PER-TRIP FEE COLLECTION SERVICES RELATED TO DOCKLESS (SHARED MOBILITY) VEHICLES, FOR THE DIVISION OF PLANNING, AT A COST NOT TO EXCEED $9,500.00 AND FIFTEEN PERCENT (15%) OF PER TRIP FEES COLLECTED BY POPULUS TECHNOLOGIES, INC.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a contract, which is attached hereto and incorporated herein by reference, with Populus Technologies, Inc., for data management and per trip fee collection services related to dockless (shared mobility) vehicles, for the Division of Planning, at a cost not to exceed $9,500.00 and fifteen percent (15%) of per trip fees collected.

Section 2 – That an amount, not to exceed the sum of $9,500.00, be and hereby is approved for payment to Populus Technologies, Inc., from account # 1141-160701-0001-72205, pursuant to the terms of the Contract.

Section 3 – That Populus Technologies, Inc. shall be entitled to retain fifteen percent (15%) of the total per trip fees allocated to the Government that it collects prior to remitting the remaining sum to the Government, pursuant to the terms of the Contract.

Section 4 – This Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0145-25:EPT:4903-0800-2588, v. 1

RESOLUTION NO. 074 - 2025

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PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0145-25:EPT:4903-0800-2588, v. 1

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

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DocuSigned by:

Signature of Populus Technologies, Inc.

Printed Name: Regina Clewlow

Title: Chief Executive Officer

Date: 1/30/2025

Signature of Lexington-Fayette Urban County Government

Printed Name: Linda Gorton

Title: Mayor

Date: 3/12/25

Customer Billing Contact Name: *Scott Thompson*

Email: *pthompson2@lexingtonky.gov* Phone: 859.258.3173

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

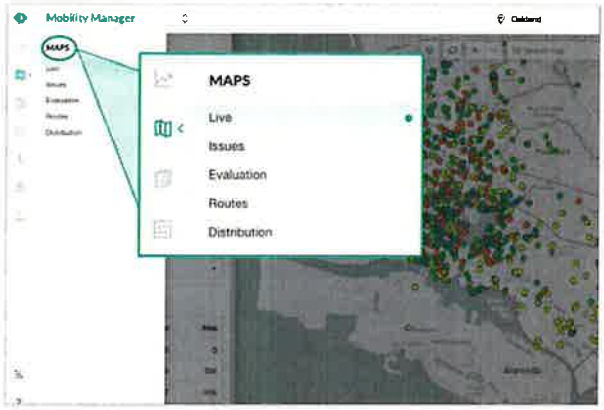
Populus Platform and Services

Populus Mobility Manager Overview

Mobility Manager empowers cities with data from shared fleets of bikes, scooters, mopeds, and cars to effectively manage new mobility programs. Populus will host the Platform and be responsible for all maintenance and security.

Live Map

Our live map view allows you to view shared mobility devices, including their real-time status, location, and parked duration. Populus was the leading platform to define the most recent MDS Vehicles Endpoint, which is the new format that describes the real-time status of vehicles located in your public-right-of-way.

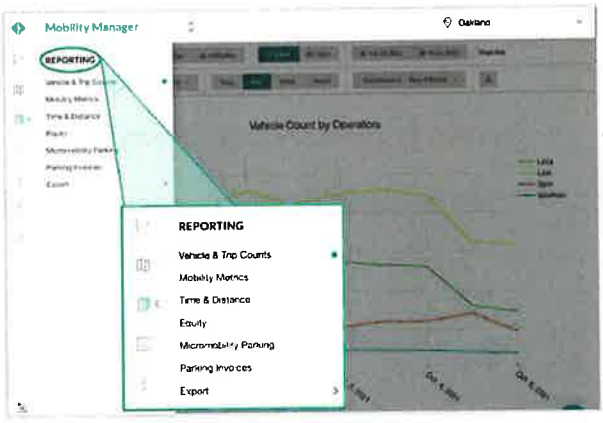


- ➔ **Monitor** vehicle distribution, idle times, and battery levels
- ➔ **Track** complaints and incidents, and resolution
- ➔ **Filter** by vehicle type, operator, and idle times
- ➔ **Assess** real-time compliance with vehicle caps and other requirements

Reporting

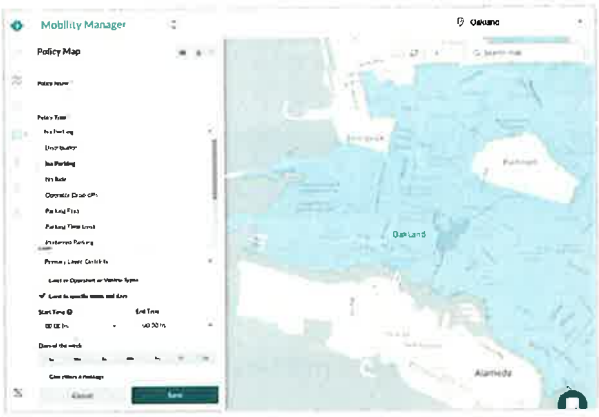
Improve visibility and collaboration with all relevant stakeholders.

- ➔ **Presentation-ready reports** on vehicle, trip counts, compliance, and more
- ➔ **Download files** in .csv, ArcGIS compatible shapefiles, and PNG image for easy reporting
- ➔ **Receive daily, weekly, or monthly reports** with key program metrics



Policies

Populus was the first platform to provide cities with the ability to create and enforce new mobility policies on our platform. We are currently the only platform that provides the full MDS Policy API to operators (not in beta).



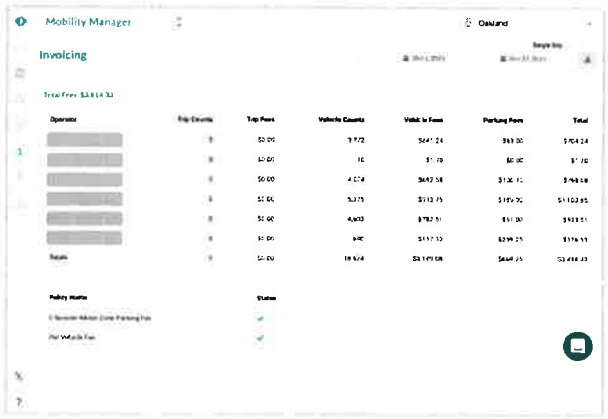
- ➔ **Create new policies** easily through the Populus platform, including:
  - ◆ Vehicle caps
  - ◆ Parking
  - ◆ Per trip fees
  - ◆ Slow ride/no ride
  - ◆ Equity requirements
- ➔ **Communicate policies** to operators via the MDS Policy API or dashboards

Fees and Invoicing

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

Populus' fees solution helps you easily **track and invoice** operators for shared mobility program fees. Uniquely available through Populus, you can automatically invoice operators, not just calculate their fees.

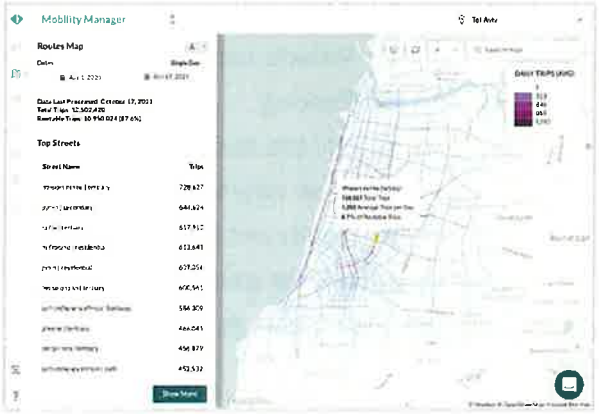
- ➜ **Our leading invoicing and fees** feature allows you to automatically invoice operators through our platform
- ➜ Our platform includes an **auditable digital trail** for each fee invoiced through our platform



Routes and Heatmaps

Leverage data for transportation planning with our advanced routes and heatmap views.

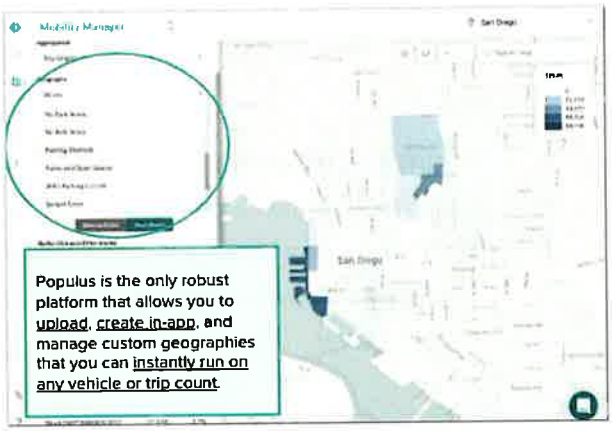
- ➜ **Analyze millions of trips in seconds** with our routes map, without any limitations on the timeframe for analysis
- ➜ **Plan for micromobility** by comparing trip demand with bike master plans



Complete Geographies

With Populus, you'll have the most robust, complete geospatial analytics that the industry has to offer. While some platforms limit how much time or geographic scale that you can analyze directly within a web app, the Populus platform can process millions of data points, using any custom geography that your team needs.

- ➔ **Populus is the system of choice** for transportation planners
- ➔ **In addition to simple hex grid** trip or vehicle analysis, our platform can process millions of trips in seconds for **any custom geospatial layer**
- ➔ **Upload any geospatial file** directly into our platform to process millions of trip and vehicle data points in seconds
- ➔ Our customer success team and **GIS specialists on staff** can also support your onboarding



Data Validation

Populus is the only SaaS platform that is a Steering Committee Member of the OMF working group that defines the Mobility Data Specification (MDS) standards that operators and platforms utilize for mobility management. Our industry-leading data validation provides you with the following:

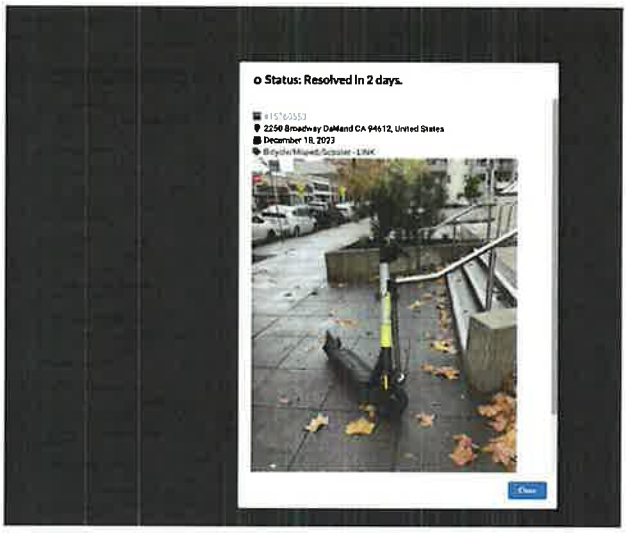
- ➔ The first platform to integrate new modes, including shared mopeds and cars.
- ➔ Coordination with operators to ensure their data feeds are functional on a day-to-day basis so you have the data you need to manage your program.
- ➔ Data validation reports provide you with a summary of which version of MDS operators deliver, and flag key issues in their data-sharing compliance when they arise.

311 Integration

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

For a comprehensive digital and on-the-ground enforcement approach, cities rely on our embedded 311 integration

- ➔ Understand **where reported 311 issues are** dispersed throughout your community
- ➔ **Filter by resolution time, and view both open and closed tickets** to see how quickly issues have been addressed.



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0146-25

File ID:	0146-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	043-2025	**In Control:**	Urban County Council
				File Created:	01/31/2025
File Name:	Incentive Grant Airport Board			**Final Action:**	03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to LFUC Airport Board, for a Stormwater Quality Project, at a cost not to exceed $152,000. [Div. of Water Quality, Martin]

Notes: in office 2.26 AA

SAF in the CCO. Returned to Denice 3/6/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Blue sheet, FY 2025 LFUC Airport Board_Class B Infra - Council map, FY24 Class BI LFUC Airport Board GAA ATTACHMENT A_Grantee Signed, RESO 0146-25- LFUC Airport Board Class B Infrastructure Grant 4935-0878-0828 v.1.docx, R-075-2025, Contract #043-2025	**Enactment Number:**	R-075-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Denice Bullock	**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	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0146-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to LFUC Airport Board, for a Stormwater Quality Project, at a cost not to exceed $152,000. [Div. of Water Quality,

Martin]

Summary

Authorization to approve an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for LFUC Airport Board in the amount of $152,000.00 to improve the water quality in the South Elkhorn Creek by making improvements based on BMP recommendations from the South Elkhorn Watershed assessment. Funds are Budgeted. (L0146-25)(Martin/Albright)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes, Evan Thompson 1/31/2025

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4052-303204-3373-78112
This Fiscal Year Impact: $152,000.00
Annual Impact: $
Project: WQINCENTIVE_25
Activity: WQ_GRANT
Budget Reference:
Current Balance: $1,673,910

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 28, 2025

SUBJECT: Recommendation for an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Lexington-Fayette Urban County (LFUC) Airport Board

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Request

The purpose of this memorandum is to request approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for LFUC Airport Board in the amount of $152,000.00.

Purpose of Request

The purpose of this project is to improve the water quality in the South Elkhorn Creek by making improvements based on BMP recommendations from the South Elkhorn Watershed Assessment. The project elements include upgrading a 500 linear foot ditch into an infiltration trench and installing an oversized Oil Water Separator to contain higher frequency 2-year and 5-year storms. This Oil Water Separator enhances the pollutant containment protection for the fuel area that will store de-icing chemicals as well as two kinds of jet fuel. The project also includes stormwater education by including information about the oversized Oil Water Separator into LEXs current spill containment protocol training courses.

Project Cost in FY25 and in Future Budget Years

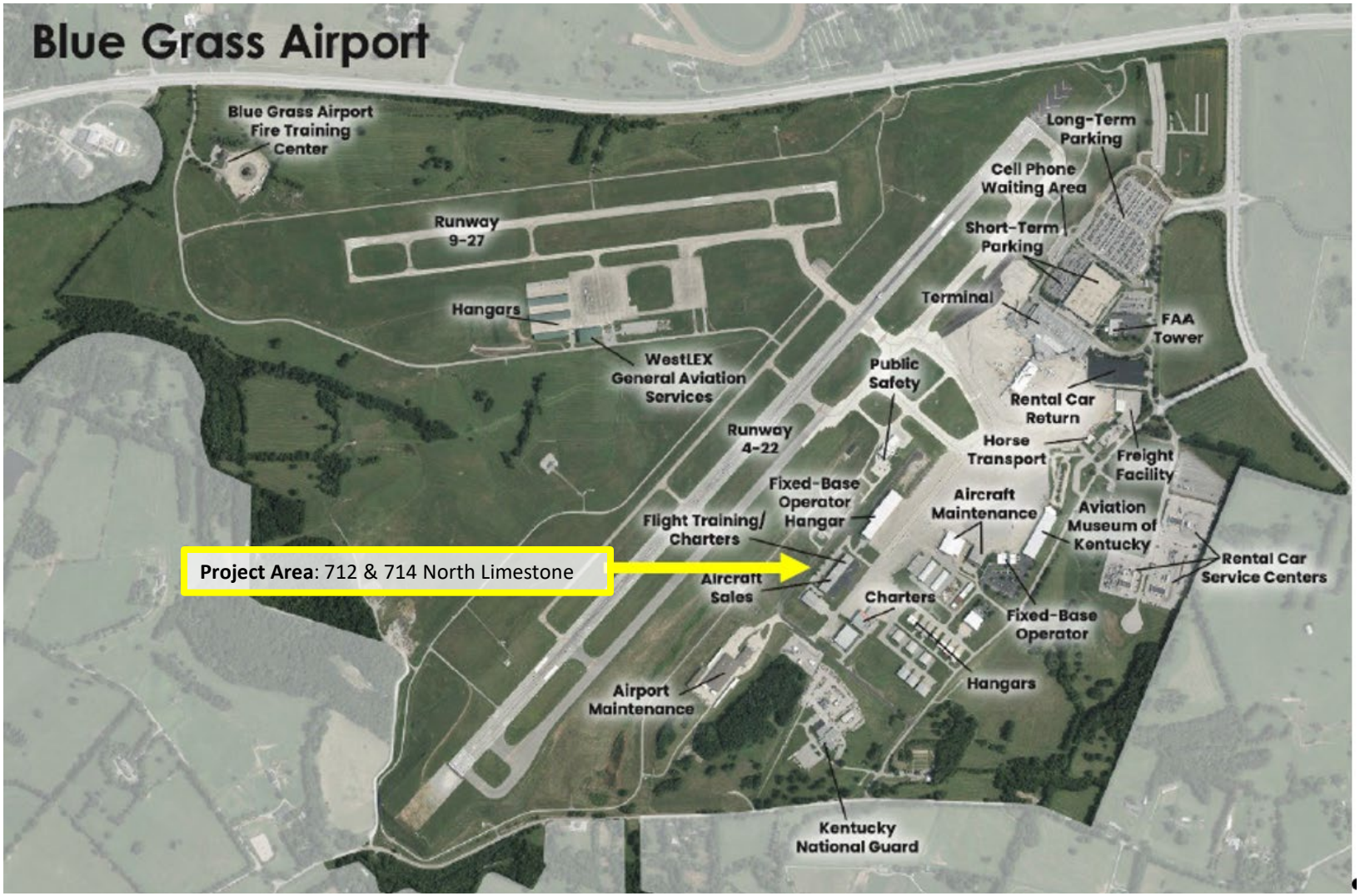
The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $152,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 303204 3373 78112 WQINCENTIVE_25 WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



LFUCG Airport Board

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **LFUC AIRPORT BOARD, 4000 TERMINAL DRIVE, LEXINGTON KENTUCKY 40510-9645** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$152,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **BETWEEN THE RUNWAY AND 4146 AVIATOR ROAD** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager 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 (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION &: PROPERTY OWNER:
LFUC AIRPORT BOARD
4000 TERMINAL DRIVE
LEXINGTON KENTUCKY 40510-9645

BY: _____

NAME: Eric J. Frankl

TITLE: Pres. & CEO

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Eric J. Frankl, as the duly authorized representative for and on behalf of LFUC Airport Board, on this the 29 day of January, 2025.

My commission expires: 7/17/28.

Autumn Renee Cole
NOTARY PUBLIC

AUTUMN RENEE COLE
Commonwealth of Kentucky
Notary Public - Comm. # KYNP90435
My Commission Expires 07-17-2028

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
LFUC Airport Board

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Design and/or Construction

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: LFUC Airport Board EF
4000 Terminal Drive, Suite 206
Lexington, KY 40510

Primary Project Contact: Brent Perry, C.M
859-425-3103 (phone)
bperry@bluegrassairport.com (email)

Project Manager: Joyce Followell, P.E.
859-319-9915 (phone)
joyce.followell@abbie-jones.com (email)

Project Site Location & Property Owner(s): between the runway and 4146 Aviator Road
LFUC Airport Board
4000 Terminal Drive, Suite 206
Lexington, KY 40510

Design Engineering Firm(s): Abbie Jones Consulting, PSC
1022 Fontaine Rd
Lexington, KY 40502
abbie@abbie-jones.com
Joyce Followell, P.E. (Engineer of Record)
859-319-9915 (phone)
joyce.followell@abbie-jones.com (email)

PROJECT PLAN ELEMENTS

The airport is installing a new fuel facility. The fuel area will store de-icing chemicals as well as two kinds of jet fuel. The airport's efforts to exceed the stormwater manual requirements during this improvement will aim at further protecting South Elkhorn Creek.

All improvements shall be located on the property between the runway and 4146 Aviator Road, Lexington, Kentucky 40510 owned by LFUC Airport Board. No other property or right-of-way shall be disturbed without the written permission from the property owners.

Project Elements

1. Oversizing of oil water separator – Design and construction of an oversized Oil Water Separator to attenuate the 2-year and 5-year storms which would increase the quantity of localized detention.

2. Infiltration trench – The project includes modifying an existing ditch into an infiltration trench which will increase the treated groundwater recharge. The landscaping would be necessarily simple, only grass, because that is all that the FAA would allow this area. The design would include some #2 stone, a significant sand layer and topped with a topsoil for grass. Slopes will also be a combination of FAA and LFUC manual guidance as this feature would be within the active operations of the airfield (AOA) fence.

3. Impervious Area Disconnection to Greenspace – The roof drains for the proposed new building and proposed new fueling canopy will drain directly to grass not traveling across potential fuel spill areas.

4. Stormwater education – LEX has begun a tradition of hosting student camps and minority contractor training courses. Led by the city's DBE program, the MBE training course will provide educational opportunities in a hands-on way regarding water quality and quantity.

STORMWATER CONTROL FACILITIES DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1. Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2. The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

   The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3. All existing utilities shall be located and shown on the design plans.

4. All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5. Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

   Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
   Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
   Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
   Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
   Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
   Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
   Stormwater, Mark Sanders– msanders@lexingtonky.gov

6. All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7. Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

STORMWATER CONTROL FACILITIES CONSTRUCTION

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

1. **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**

2. Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

3. All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

4. 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.

5. 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.

6. 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.

7. The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

8. The Organization shall document construction by taking before, during, and after photographs.

9. 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.

10. 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. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following 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. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project

- Inspection, Operation, and Maintenance (IOM) 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
- Existing condition photographs

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. If the project is 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.

4. 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 deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard 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) and any permit closure documents
   - Three (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 B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

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 during the grant period. After the grant period has ended, the Organization (and/or Property Owner) 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.

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.

3. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

4. The project elements shall not be utilized to meet regulatory requirements, including LFUCG new/redevelopment requirements. A final Agreement will not be executed until Stormwater Management regulatory requirements are determined by LFUCG's Division of Engineering.

5. Grantee will submit documentation that a Public Facility Review was presented to the Planning Commission.

6. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 22.6% cost share offered in the application (approximately $44,400.00).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	February 2025
Kick-off	March 2025
Design Site Engineering and Site Hydrology Report fall 2024 (LDP Permit)	March 2025-April 2025
Submit for FAA permits	April 2025 – June 2025
Public Bid/Contract Negotiation & Award	July 2025 – September 2025
Breaking Ground/Construction/Ribbon Cutting	October 2025 – June 2026
Project Closeout/Final Report to LFUCG	July 2026– August 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase: **$ 44,400.00**
2. Construction Phase and other items: **$ 152,000.00**

TOTAL PROJECT COSTS:	**$ 196,400.00**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 152,000.00 (not-to-exceed)
Estimated Cost Share	$ 44,400.00
Est. Total Project Cost	**$ 196,400.00**

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

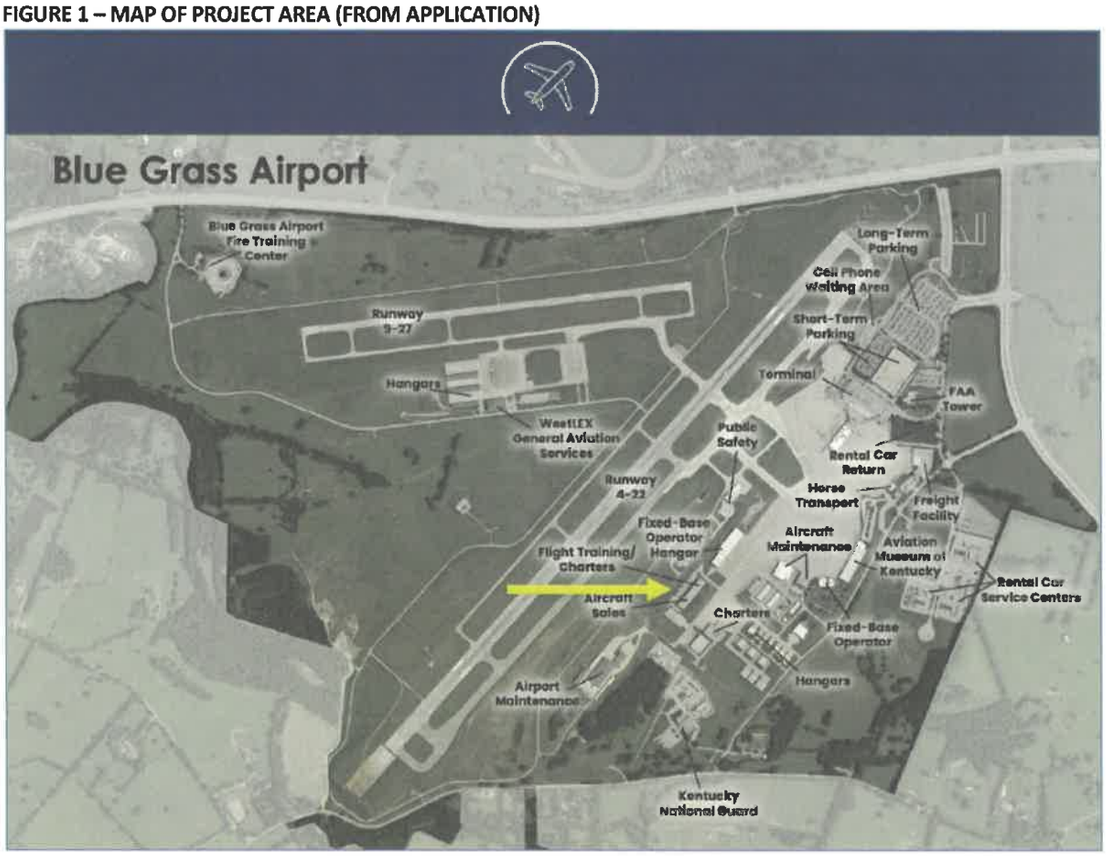
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
	Design								
1	Design - Site/Civil Related Services	Consultant	Drainage Plan	$ 130.00	HR	80.0	$ 10,400.00	$ -	$10,400.00
2	Design - Site/Civil Related Services	Consultant	CAD PPM Report Permitting	$ 100.00	HR	100.0	$ 10,000.00	$ -	$10,000.00
3	Design - Site/Civil Related Services	Consultant	MEP, PPM -FAA	$ 150.00	HR	80.0	$ 12,000.00	$ -	$12,000.00
4	Design - Site/Civil Related Services	Consultant	Airport PPM	$ 120.00	HR	100.0	$ 12,000.00	$ -	$12,000.00
	Construction								
5	Construction	Contractor	O/S Water/Oil SEP	$ 40,000.00	LS	1.0	$ -	$7,000.00	$7,000.00
6	Construction	Contractor	Oil/Water Stop Valve	$ 7,000.00	LS	1.0	$ -	$40,000.00	$40,000.00
7	Construction	Contractor	Infiltration Trench	$ 100,000.00	LS	1.0	$ -	$100,000.00	$100,000.00
8	Construction	Contractor	Impervious area disconnection and new guttering	$ 5,000.00	LS	1.0	$ -	$5,000.00	$5,000.00
26				TOTAL PROJECT			$ 44,400.00	$ 152,000.00	$ 196,400.00
27							ORGANIZATION SHARE	GRANT SHARE	
28			*COST SHARE % =	22.61%	OK		22.6%	77.4%	
29									

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO LFUC AIRPORT BOARD, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $152,000.00.

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

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

Section 2 – That an amount, not to exceed $152,000.00, be and hereby is approved for payment to LFUC Airport Board, 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
0146-25:EPT_4935-0878-0828, v. 1

RESOLUTION NO. 075 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO LFUC AIRPORT BOARD, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $152,000.00.

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

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

Section 2 – That an amount, not to exceed $152,000.00, be and hereby is approved for payment to LFUC Airport Board, 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: March 6, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0146-25:EPT_4935-0878-0828, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 6th day of March, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **LFUC AIRPORT BOARD, 4000 TERMINAL DRIVE, LEXINGTON KENTUCKY 40510-9645** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$152,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **BETWEEN THE RUNWAY AND 4146 AVIATOR ROAD** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager 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 (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION &: PROPERTY OWNER:

LFUC AIRPORT BOARD
4000 TERMINAL DRIVE
LEXINGTON KENTUCKY 40510-9645

BY:

NAME: Eric J. Frank

TITLE: Pres. & CEO

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Eric J. Frank, as the duly authorized representative for and on behalf of LFUC Airport Board, on this the 2nd day of January, 2025.

My commission expires: 7/17/28.

Autumn Renee Cole
NOTARY PUBLIC

AUTUMN RENEE COLE
Commonwealth of Kentucky
Notary Public - Comm. # KYNP90435
My Commission Expires 07-17-2028

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
LFUC Airport Board

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Design and/or Construction

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: LFUC Airport Board
4000 Terminal Drive, Suite 206
Lexington, KY 40510

Primary Project Contact: Brent Perry, C.M
859-425-3103 (phone)
bperry@bluegrassairport.com (email)

Project Manager: Joyce Followell, P.E.
859-319-9915 (phone)
joyce.followell@abbie-jones.com (email)

Project Site Location & Property Owner(s): between the runway and 4146 Aviator Road
LFUC Airport Board
4000 Terminal Drive, Suite 206
Lexington, KY 40510

Design Engineering Firm(s): Abbie Jones Consulting, PSC
1022 Fontaine Rd
Lexington, KY 40502
abbie@abbie-jones.com
Joyce Followell, P.E. (Engineer of Record)
859-319-9915 (phone)
joyce.followell@abbie-jones.com (email)

PROJECT PLAN ELEMENTS

The airport is installing a new fuel facility. The fuel area will store de-icing chemicals as well as two kinds of jet fuel. The airport's efforts to exceed the stormwater manual requirements during this improvement will aim at further protecting South Elkhorn Creek.

All improvements shall be located on the property between the runway and 4146 Aviator Road, Lexington, Kentucky 40510 owned by LFUC Airport Board. No other property or right-of-way shall be disturbed without the written permission from the property owners.

Project Elements

1. Oversizing of oil water separator – Design and construction of an oversized Oil Water Separator to attenuate the 2-year and 5-year storms which would increase the quantity of localized detention.

2. Infiltration trench – The project includes modifying an existing ditch into an infiltration trench which will increase the treated groundwater recharge. The landscaping would be necessarily simple, only grass, because that is all that the FAA would allow this area. The design would include some #2 stone, a significant sand layer and topped with a topsoil for grass. Slopes will also be a combination of FAA and LFUC manual guidance as this feature would be within the active operations of the airfield (AOA) fence.

3. Impervious Area Disconnection to Greenspace – The roof drains for the proposed new building and proposed new fueling canopy will drain directly to grass not traveling across potential fuel spill areas.

4. Stormwater education – LEX has begun a tradition of hosting student camps and minority contractor training courses. Led by the city's DBE program, the MBE training course will provide educational opportunities in a hands-on way regarding water quality and quantity.

STORMWATER CONTROL FACILITIES DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1. Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2. The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

   The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3. All existing utilities shall be located and shown on the design plans.

4. All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5. Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

   Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
   Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
   Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
   Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
   Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
   Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
   Stormwater, Mark Sanders– msanders@lexingtonky.gov

6. All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7. Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

STORMWATER CONTROL FACILITIES CONSTRUCTION

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

1. **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**

2. Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

3. All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

4. 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.

5. 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.

6. 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.

7. The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

8. The Organization shall document construction by taking before, during, and after photographs.

9. 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.

10. 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. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following 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. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project

- Inspection, Operation, and Maintenance (IOM) 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
- Existing condition photographs

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. If the project is 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.

4. 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 deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard 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) and any permit closure documents
   - Three (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 B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

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 during the grant period. After the grant period has ended, the Organization (and/or Property Owner) 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.

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.

3. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

4. The project elements shall not be utilized to meet regulatory requirements, including LFUCG new/redevelopment requirements. A final Agreement will not be executed until Stormwater Management regulatory requirements are determined by LFUCG's Division of Engineering.

5. Grantee will submit documentation that a Public Facility Review was presented to the Planning Commission.

6. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 22.6% cost share offered in the application (approximately $44,400.00).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	February 2025
Kick-off	March 2025
Design Site Engineering and Site Hydrology Report fall 2024 (LDP Permit)	March 2025-April 2025
Submit for FAA permits	April 2025 – June 2025
Public Bid/Contract Negotiation & Award	July 2025 – September 2025
Breaking Ground/Construction/Ribbon Cutting	October 2025 – June 2026
Project Closeout/Final Report to LFUCG	July 2026– August 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase: **$ 44,400.00**
2. Construction Phase and other items: **$ 152,000.00**

TOTAL PROJECT COSTS: **$ 196,400.00**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 152,000.00 (not-to-exceed)
Estimated Cost Share	$ 44,400.00
Est. Total Project Cost	**$ 196,400.00**

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

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

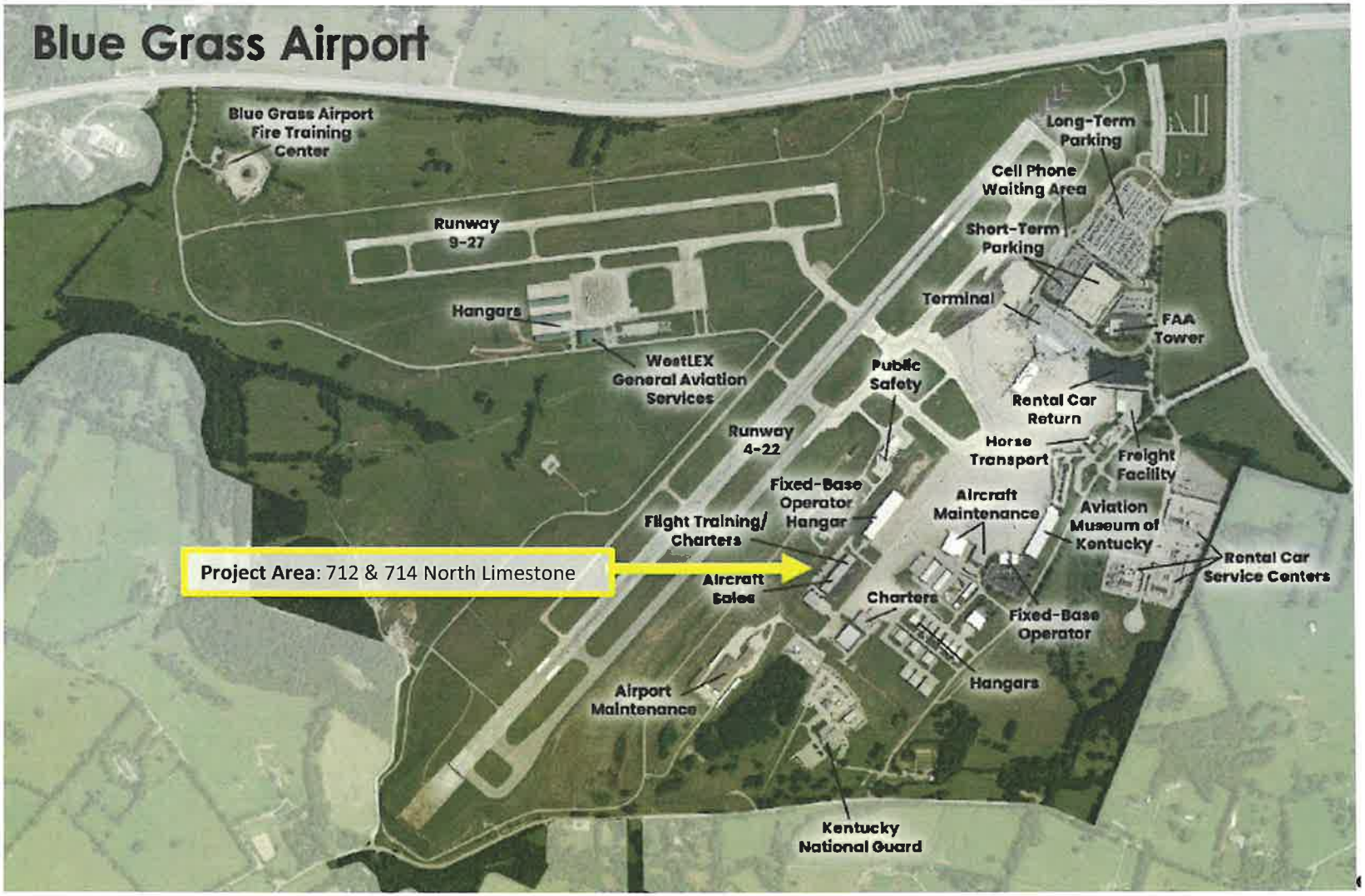
Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
	Design								
1	Design - Site/Civil Related Services	Consultant	Drainage Plan	$ 130.00	HR	80.0	$ 10,400.00	$ -	$10,400.00
2	Design - Site/Civil Related Services	Consultant	CAD PPM Report Permitting	$ 100.00	HR	100.0	$ 10,000.00	$ -	$10,000.00
3	Design - Site/Civil Related Services	Consultant	MEP, PPM -FAA	$ 150.00	HR	80.0	$ 12,000.00	$ -	$12,000.00
4	Design - Site/Civil Related Services	Consultant	Airport PPM	$ 120.00	HR	100.0	$ 12,000.00	$ -	$12,000.00
	Construction								
5	Construction	Contractor	O/S Water/Oil SEP	$ 40,000.00	LS	1.0	$ -	$7,000.00	$7,000.00
6	Construction	Contractor	Oil/Water Stop Valve	$ 7,000.00	LS	1.0	$ -	$40,000.00	$40,000.00
7	Construction	Contractor	Infiltration Trench	$ 100,000.00	LS	1.0	$ -	$100,000.00	$100,000.00
8	Construction	Contractor	Impervious area disconnection and new guttering	$ 5,000.00	LS	1.0	$ -	$5,000.00	$5,000.00
26				TOTAL PROJECT			$ 44,400.00	$ 152,000.00	$ 196,400.00
27							ORGANIZATION SHARE	GRANT SHARE	
28			*COST SHARE % =	22.61%	OK		22.6%	77.4%	
29									

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)

Stormwater Quality Projects Incentive Grant Program



LFUCG Airport Board

ATTACHMENT B
TO FY 2025 CLASS B INFRASTRUCTURE GRANT AWARD AGREEMENTS

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS:_____

PROPERTY OWNER NAME: _____

PROPERTY LEGAL DESCRIPTION:

_____
_____
_____
_____
_____

STORMWATER CONTROL FACILITIES DESCRIPTION:

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class _BI_

1. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
2. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
3. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
4. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
5. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>

[1] Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.
[2]Placement in Service Month is the month the facility goes into service.
[3]Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, _____<property owner name>_____, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **_____<property owner name>_____** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

   In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

   On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

10. Agrees that in the event the <property owner name>, its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, <property owner name>, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%	-	-	-	-	-
15-year Remaining Value	96.67%	90.00%	83.33%	76.66%	69.99%	63.32%	56.65%	49.99%	43.32%	36.66%	29.99%	23.33%	16.66%	10.00%	6.67%	-	-	-	-	-
20-year Depreciation	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%
20-year Remaining Value	97.5%	92.5%	87.5%	82.5%	77.5%	72.5%	67.5%	62.5%	57.5%	52.5%	47.5%	42.5%	37.5%	32.5%	27.5%	22.5%	17.5%	12.5%	7.5%	5.0%

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

S M L

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

S M L

_____

Linda Gorton, Mayor

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

Prepared by:

_____

Evan P. Thompson, Attorney Senior
LFUCG – Department of Law
200 East Main Street
Lexington, KY 40507
(859) 258-3500

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0147-25

File ID:	0147-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	046-2025	**In Control:**	Urban County Council
				File Created:	01/31/2025
File Name:	CLEX Minority Business Agreement			**Final Action:**	03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc., to assist with Community and Minority Business Development, at a cost not to exceed the sum of $140,000. [Mayor's Office, Glasscock]

Notes: In office 2/7/2025. MS

SAF in the CCO. Returned to Troy 3/7/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Blue Sheet Commerce Lexington Minority Business Development Blue Sheet January 2025, CLEX Minority Business Agreement January 2025, RESO 0147-25 PSA Commerce Lex CMBD 4931-4639-8743 v.1.docx, R-076-2025, Contract #046-2025	**Enactment Number:**	R-076-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0147-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc., to assist with Community and Minority Business Development, at a cost not to exceed the sum of

$140,000. [Mayor's Office, Glasscock]

Summary

Authorization to execute a Purchase of Services Agreement (PSA) with economic development partner agency Commerce Lexington, Inc. Minority and Business Development Program for a two-year period of January 1, 2025, to December 31, 2026, for a cost of $140,000. Funds are Budgeted. (L0147-25)(Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Tiffany Holskey, 1/31/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-900101-0001-71101

This Fiscal Year Impact: $140,000

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: $244,530.71

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of January 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 330 East Main Street, Lexington, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588, with an effective date of January 1, 2025

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Scope of Work

B. Exhibit "B" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

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

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual

Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on January 1, 2025, and continuing for a period of twenty-four (24) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government.

4. Over the period of two (2) calendar years, Government shall pay Organization a total amount not to exceed One Hundred and Forty Thousand Dollars and 00/100 Cents ($140,000.00) (“Funds”) for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The portion of the Funds provided per calendar year shall not exceed Seventy Thousand Dollars and 00/100 Cents ($70,000.00). Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed $17,500.00, which is one-fourth (1/4th) of the Funds allotted per calendar year (the amount of Funds allotted per calendar year being not more than $70,000.00). The Funds are limited to the services provided herein and may not be spent by the

Organization for any other purpose without the prior written consent of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. The Funds are to be used exclusively for Organization's Community Minority & Business Development Program. Government may deny requests for reimbursement if, in its sole determination, the expenditures being reimbursed do not comply with this requirement.

b. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

c. Any funds remaining after submission of the final quarterly report, final accounting statement, and invoice shall lapse.

d. The amount of Funds used for Organization's administrative costs shall not exceed $17,500.00 per calendar year.

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

5. Organization agrees that the Funds provided under this Agreement shall be used only for local economic development in Fayette County through Organization's Community & Minority Business Development Program and shall not be used, in whole or in part, for the Organization's regional economic development efforts. The parties understand that "local economic development" should be interpreted strictly to exclude economic development activities in, or for the benefit of, other counties. Organization shall keep the Funds in a separate account apart from any funds held for regional economic development, which may be reviewed and audited by Government as provided in paragraph 15 of this Agreement.

6. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

7. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

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

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

approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

11. By no later than the tenth (10^{th}) of the month following the end of each quarter (e.g.: Thursday, April 10, 2025; Thursday, July 10, 2025; Friday, October 10, 2025; and Saturday, January 10, 2026; Friday, April 10, 2026; Friday, July 10, 2026; Saturday, October 10, 2026; and Sunday, January 10, 2027), the Organization shall submit electronically, a

detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than December 31, 2025 and December 31, 2026 Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation. Organization shall provide LFUCG with any other reports and items related to the provisions of the Services in the form and manner reasonably specified by the Office of the Chief Development Officer in order to verify compliance with this Agreement.

12. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

13. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for in whole or in part with the assistance of funding from LFUCG.

14. Any Lexington-Fayette Urban County Government employee who is compensated under this Agreement shall receive approval from the Lexington-Fayette Urban County Government Ethics Commission.

15. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization related to this Agreement. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

16. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring

of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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

18. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

19. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit,

or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

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

21. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

22. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

23. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of

option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

24. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not

be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

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

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

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

For Organization:
Commerce Lexington, Community Minority and Business Development Program
330 East Main Street
Lexington, Kentucky 40507
Att: Bob Quick, President & Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Abigail Allan, Clerk of the Urban County Council

COMMERCE LEXINGTON, INC.

BY: _____
CARLA BLANTON, CHAIR

ATTEST:

_____
WITNESS:_____
DATE:_____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Community & Minority Business Development

SCOPE OF WORK – COMMUNITY & MINORITY BUSINESS DEVELOPMENT

Program Overview
Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. The program focuses on several key areas:

1. Promoting Economic Growth and Development: CMBD works to support the economic advancement of minority-owned businesses, ensuring they have the resources and opportunities needed to thrive.
2. Recruitment: The program actively recruits aspiring and burgeoning minority owned businesses in Lexington-Fayette County and Commerce Lexington.
3. Business Referral Services: CMBD provides referrals to the appropriate minority business assistance agencies, ensuring that business owners receive the support and resources they need for success.
4. Financial Literacy: CMBD provides small business and minority-owned businesses with financial literacy classes to enhance their financial business acumen.
5. Partnerships: The program promotes increased business partnerships between public and private majority corporations, business and industry, local and state governments, and minority business owners.
6. Research: The program provides research assistance to minority business entrepreneurship in the areas of business startup resources, financial business assistance, market data and other specific business support areas.
7. Business Certification: Assist entrepreneurs and small business owners in identification of the appropriate business certifications.

Through these efforts, CMBD aims to create a robust and inclusive economic environment that benefits all members of the community.

Minority Business Accelerator
Commerce Lexington's Minority Business Accelerator, which was designed to accelerate the development of sizable minority business enterprises (MBEs), has been instrumental in helping local minority-owned businesses gain the knowledge and tools to be successful. In just over ten years, the program member businesses have secured over $50 million in

procurement contracts and opportunities. The Minority Business Accelerator currently includes six member businesses, all headquartered in Lexington-Fayette County, with some having contracts extending to California and Florida. Along with our consultant, Commerce Lexington offers two networking events per year for Accelerator members. With financial growth, the program aims to expand its reach, with continued focus on businesses with annual revenues of $250,000 or higher. Through this consultant model, the current six members have produced over $12 million of new business in each of the last two years. We would like to expand the program by two new members over the next two years.

Access Loan

Since its inception, the Access Loan Program has facilitated over $25 million in approved loans, aiding small businesses, start-ups, and expansions. The Access Loan Program is open to any business owner, regardless of race, ethnicity, or gender. Historically, 70% of loans have funded majority businesses. The Access Loan Program meets prospective business owners where they are by offering:

1. Comprehensive support: providing technical assistance that guides business owners through all facets of business plans and financial development.
2. Application Review Process: Involves a Subcommittee that reviews completed applications and a Full Committee that finalizes approvals, with a high approvalrate of 97% once applications reach the full committee.
3. Diverse Lending Partners: Collaborates with local non-profits, a credit union, and both local and national banks to offer commercial loans ranging from $5000 to several million dollars.

The goal of the Access Loan program is to facilitate $500,000-$700,000 per year.

Financial Literacy

Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have seen tremendous growth and impact with the largest class averaging twenty- seven participants weekly, consisting of both aspiring and existing business owners. Twenty-three participants earned a certificate of completion by attending four or more classes. In addition to the Money Smart Curriculum, participants were also introduced to several of Commerce Lexington's community partner organizations including Fayette County Public Schools, University of Kentucky Economic Inclusion, Kentucky's Small Business Development Center, local banking representatives, and the LFUCG Minority Business Enterprise Liaison who has been a consistent guest over the duration of classes. In addition, we would like to offer certain adhoc sessions, such as how to write a business plan, which is crucial for gaining access to capital.

We offer two six-week sessions twice per year.

Opportunity Exchange

Opportunity Exchange, hosted twice a year, providing connections to other businesses in the community and providing opportunity for growth in their operations. In addition, continued partnerships throughout the year with LFUCG (Lexington Fayette Urban County Government), the University of Kentucky, Fayette County Public Schools, and other large entities on outreach events underscore Commerce Lexington's dedication to supporting minority-owned businesses, providing them with crucial networking opportunities, resources, and avenues for growth

EXHIBIT B

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Community & Minority Business Development

QUARTERLY QUESTIONAIRE

(Due April 10, 205; July 10, 2025; October 10, 2025; January 10, 2026; April 10, 2026; July 10, 2026; October 10, 2026; and January 10, 2027)

PROMOTING ECONOMIC GROWTH AND DEVELOPMENT

- During the most recent quarter how many Lexington based individual minority owned businesses have you worked with to assist their business growth and development?
- What type of businesses comprised those Lexington organizations you have worked with in the most recent quarter (ex: retail, finance, nonprofit, etc)?

RECRUITMENT

- How many Lexington based minority owned businesses have you recruited to Lexington during the most recent quarter?
- For the Lexington minority owned businesses you have recruited to Lexington during the most recent quarter what sectors do the companies represent (ex: retail, finance, nonprofit, etc.)?

BUSINESS REFERAL SERVICES

- How many Lexington based minority owned businesses did you work with during the most recent quarter to provide referrals to the appropriate minority business assistance agencies to assist the owners with receiving support and resources?
- What type of referral assistance where companies looking for throughout the course of the most recent quarter?

FINANCIAL LITERACY

- How many individual Lexington based small businesses attended financial literacy classes during the most recent quarter?
- How many of the Lexington small businesses who attended the classes were minority owned businesses?
- How many Lexington small businesses who participated in your financial literacy classes and training received some type of certification as part of their participation during the most recent quarter?
- What type of certifications were obtained as part of the company participation in your programs?
- What type of Lexington businesses comprised the companies attending (ex: retail, finance, nonprofit, etc.)?

PARTNERSHIPS

- How many Lexington based minority owned businesses did you assist in making connections with either state or local government during the most recent quarter?
- How many Lexington minority owned businesses were you able to introduce to the LFUCG Minority Business Liaison during the most recent quarter?

RESEARCH

- How many Lexington based minority owned business entrepreneurs did you provide research assistance to during the most recent quarter?
- What type of research did you assist the entrepreneurs in obtaining with your research assistance?

BUSINESS CERTIFICATION

- How many Lexington based entrepreneurs and small business owners did you assist with the process of appropriate business certifications during the most recent quarter?
- What type of businesses were represented of those you assisted (ex: retail, finance, nonprofit, etc).

MINORITY BUSINESS ACCELERATOR

- How many Lexington companies did you work with as part of the Minority Business Accelerator during the most recent quarter?
- What business sectors are represented with the companies currently in the Accelerator?
- How much funding did the companies you are working with secure in procurement contracts and other opportunities during the most recent quarter due to the assistance you provided the companies?

ACCESS LOAN PROGRAM

- The Access Loan Program goal is to facilitate $500,000 - $700,000 per year. For the most recent quarter how much funding did you help facilitate that companies received?
- What type of business/employment sectors did the companies who received funding represent?

OPPORTUNITY EXCHANGE

- How many Lexington based companies participated in the Opportunity Exchange programs during the most recent quarter?
- What types of business sectors were represented by the companies who participated in the Opportunity Exchange during the most recent quarter (if you hosted one during the most recent quarter)?

EXHIBIT C

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Community & Minority Business Development

ANNUAL QUESTIONAIRE

(Due December 31, 2025 and December 31, 2026)

PROMOTING ECONOMIC GROWTH AND DEVELOPMENT

- During the current year (January 1 – December 31) how many Lexington based individual minority owned businesses have you worked with to assist their business growth and development?
- What type of businesses comprised those Lexington organizations you have worked with in the current year (January 1 – December 31) (ex: retail, finance, nonprofit, etc)?

RECRUITMENT

- How many Lexington based minority owned businesses have you recruited to Lexington during the year (January 1 – December 31)?
- For the Lexington minority owned businesses you have recruited to Lexington during the year (January 1 – December 31) what sectors do the companies represent (ex: retail, finance, nonprofit, etc.)?

BUSINESS REFERAL SERVICES

- How many Lexington based minority owned businesses did you work with this year (January 1 – December 31) to provide referrals to the appropriate minority business assistance agencies to assist the owners with receiving support and resources?
- What type of referral assistance where companies looking for throughout the course of this year (January 1 – December 31)?

FINANCIAL LITERACY

- How many individual Lexington based small businesses attended financial literacy classes during the year (January 1 – December 31)?
- How many of the Lexington small businesses who attended the classes were minority owned businesses?
- How many Lexington small businesses who participated in your financial literacy classes and training received some type of certification as part of their participation during this year (January 1 – December 31)?
- What type of certifications were obtained as part of the company participation in your programs?
- What type of Lexington businesses comprised the companies attending (ex: retail, finance, nonprofit, etc.)?

PARTNERSHIPS

- How many Lexington based minority owned businesses did you assist in making connections with either state or local government during the current year (January 1 – December 31)?
- How many Lexington minority owned businesses were you able to introduce to the LFUCG Minority Business Liaison during the year (January 1 – December 31)?

RESEARCH

- How many Lexington based minority owned business entrepreneurs did you provide research assistance to during the year (January 1 – December 31)?
- What type of research did you assist the entrepreneurs in obtaining with your research assistance?

BUSINESS CERTIFICATION

- How many Lexington based entrepreneurs and small business owners did you assist with the process of appropriate business certifications during the current year (January 1 – December 31)?
- What type of businesses were represented of those you assisted (ex: retail, finance, nonprofit, etc).

MINORITY BUSINESS ACCELERATOR

- How many Lexington companies did you work with as part of the Minority Business Accelerator during the current year (January 1 – December 31)?
- What business sectors are represented with the companies currently in the Accelerator?
- How much funding did the companies you are working with secure in procurement contracts and other opportunities during the most recent quarter due to the assistance you provided the companies?

ACCESS LOAN PROGRAM

- The Access Loan Program goal is to facilitate $500,000 - $700,000 per year. For the most recent year (January 1 – December 31) how much funding did you help facilitate that companies received?
- What type of business/employment sectors did the companies who received funding represent?

OPPORTUNITY EXCHANGE

- How many Opportunity Exchanges were hosted during the current year (January 1 – December 31)?
- How many Lexington based companies participated in the Opportunity Exchange programs during the most recent year (January 1 – December 31)?
- What types of business sectors were represented by the companies who participated in the Opportunity Exchanges during the year (January 1 – December 31)?

OPPORTUNITIES AND BARRIERS

- What were some of the main opportunities identified during the year (January 1 – December 31) that helped facilitate the growth of minority business development for Lexington based companies?
- What were some of the main obstacles or barriers identified during the year (January 1 – December 31) that would help facilitate the growth minority business development in Lexington?

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMERCE LEXINGTON, INC., TO ASSIST WITH COMMUNITY AND MINORITY BUSINESS DEVELOPMENT, AT A COST NOT TO EXCEED THE SUM OF $140,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc., to assist with Community and Minority Business Development.

Section 2 – That an amount, not to exceed the sum of $140,000.00, be and hereby is approved for payment to Commerce Lexington, Inc., from account #1101-900101-71101, 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
0147-25:TAH:4931-4639-8743, v. 1

RESOLUTION NO. 076 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMERCE LEXINGTON, INC., TO ASSIST WITH COMMUNITY AND MINORITY BUSINESS DEVELOPMENT, AT A COST NOT TO EXCEED THE SUM OF $140,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc., to assist with Community and Minority Business Development.

Section 2 – That an amount, not to exceed the sum of $140,000.00, be and hereby is approved for payment to Commerce Lexington, Inc., from account #1101-900101-71101, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0147-25:TAH:4931-4639-8743, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 17th day of ~~January~~ March 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 330 East Main Street, Lexington, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588, with an effective date of January 1, 2025

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Scope of Work

B. Exhibit "B" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

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

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual

Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on January 1, 2025, and continuing for a period of twenty-four (24) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government.

4. Over the period of two (2) calendar years, Government shall pay Organization a total amount not to exceed One Hundred and Forty Thousand Dollars and 00/100 Cents ($140,000.00) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The portion of the Funds provided per calendar year shall not exceed Seventy Thousand Dollars and 00/100 Cents ($70,000.00). Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed $17,500.00, which is one-fourth ($1/4^{th}$) of the Funds allotted per calendar year (the amount of Funds allotted per calendar year being not more than $70,000.00). The Funds are limited to the services provided herein and may not be spent by the

Organization for any other purpose without the prior written consent of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. The Funds are to be used exclusively for Organization's Community Minority & Business Development Program. Government may deny requests for reimbursement if, in its sole determination, the expenditures being reimbursed do not comply with this requirement.

b. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

c. Any funds remaining after submission of the final quarterly report, final accounting statement, and invoice shall lapse.

d. The amount of Funds used for Organization's administrative costs shall not exceed $17,500.00 per calendar year.

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

5. Organization agrees that the Funds provided under this Agreement shall be used only for local economic development in Fayette County through Organization's Community & Minority Business Development Program and shall not be used, in whole or in part, for the Organization's regional economic development efforts. The parties understand that "local economic development" should be interpreted strictly to exclude economic development activities in, or for the benefit of, other counties. Organization shall keep the Funds in a separate account apart from any funds held for regional economic development, which may be reviewed and audited by Government as provided in paragraph 15 of this Agreement.

6. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

7. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

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

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

approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

11. By no later than the tenth (10^{th}) of the month following the end of each quarter (e.g.: Thursday, April 10, 2025; Thursday, July 10, 2025; Friday, October 10, 2025; and Saturday, January 10, 2026; Friday, April 10, 2026; Friday, July 10, 2026; Saturday, October 10, 2026; and Sunday, January 10, 2027), the Organization shall submit electronically, a

detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than December 31, 2025 and December 31, 2026 Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation. Organization shall provide LFUCG with any other reports and items related to the provisions of the Services in the form and manner reasonably specified by the Office of the Chief Development Officer in order to verify compliance with this Agreement.

12. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

13. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for in whole or in part with the assistance of funding from LFUCG.

14. Any Lexington-Fayette Urban County Government employee who is compensated under this Agreement shall receive approval from the Lexington-Fayette Urban County Government Ethics Commission.

15. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization related to this Agreement. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

16. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring

of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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

18. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

19. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit,

or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

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

21. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

22. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

23. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of

option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

24. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not

be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

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

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

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

For Organization:
Commerce Lexington, Community Minority and Business Development Program
330 East Main Street
Lexington, Kentucky 40507
Att: Bob Quick, President & Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Stock
~~Abigail~~ Allan, Clerk of the Urban County Council
Deputy

COMMERCE LEXINGTON, INC.

BY: Carla Blanton
CARLA BLANTON, CHAIR

Diana Parrish Wilson
Notary Public, Commonwealth of Kentucky
Commission # KYNP22296
Expiration date. 1/25/2029

ATTEST:
Diana Parrish Wilson

WITNESS:
DATE: 1/31/25

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Community & Minority Business Development

SCOPE OF WORK – COMMUNITY & MINORITY BUSINESS DEVELOPMENT

Program Overview

Commerce Lexington's Community & Minority Business Development (CMBD) program is dedicated to fostering and sustaining the economic growth, development, and self-sufficiency of ethnic minority business owners and entrepreneurs. The program focuses on several key areas:

1. Promoting Economic Growth and Development: CMBD works to support the economic advancement of minority-owned businesses, ensuring they have the resources and opportunities needed to thrive.
2. Recruitment: The program actively recruits aspiring and burgeoning minority owned businesses in Lexington-Fayette County and Commerce Lexington.
3. Business Referral Services: CMBD provides referrals to the appropriate minority business assistance agencies, ensuring that business owners receive the support and resources they need for success.
4. Financial Literacy: CMBD provides small business and minority-owned businesses with financial literacy classes to enhance their financial business acumen.
5. Partnerships: The program promotes increased business partnerships between public and private majority corporations, business and industry, local and state governments, and minority business owners.
6. Research: The program provides research assistance to minority business entrepreneurship in the areas of business startup resources, financial business assistance, market data and other specific business support areas.
7. Business Certification: Assist entrepreneurs and small business owners in identification of the appropriate business certifications.

Through these efforts, CMBD aims to create a robust and inclusive economic environment that benefits all members of the community.

Minority Business Accelerator

Commerce Lexington's Minority Business Accelerator, which was designed to accelerate the development of sizable minority business enterprises (MBEs), has been instrumental in helping local minority-owned businesses gain the knowledge and tools to be successful. In just over ten years, the program member businesses have secured over $50 million in

procurement contracts and opportunities. The Minority Business Accelerator currently includes six member businesses, all headquartered in Lexington-Fayette County, with some having contracts extending to California and Florida. Along with our consultant, Commerce Lexington offers two networking events per year for Accelerator members. With financial growth, the program aims to expand its reach, with continued focus on businesses with annual revenues of $250,000 or higher. Through this consultant model, the current six members have produced over $12 million of new business in each of the last two years. We would like to expand the program by two new members over the next two years.

Access Loan

Since its inception, the Access Loan Program has facilitated over $25 million in approved loans, aiding small businesses, start-ups, and expansions. The Access Loan Program is open to any business owner, regardless of race, ethnicity, or gender. Historically, 70% of loans have funded majority businesses. The Access Loan Program meets prospective business owners where they are by offering:

1. Comprehensive support: providing technical assistance that guides business owners through all facets of business plans and financial development.
2. Application Review Process: Involves a Subcommittee that reviews completed applications and a Full Committee that finalizes approvals, with a high approvalrate of 97% once applications reach the full committee.
3. Diverse Lending Partners: Collaborates with local non-profits, a credit union, and both local and national banks to offer commercial loans ranging from $5000 to several million dollars.

The goal of the Access Loan program is to facilitate $500,000-$700,000 per year.

Financial Literacy

Commerce Lexington, a newly minted Federal Deposit Insurance Corporation (FDIC) Money Smart Alliance member, biannually offers the Money Smart for Small Business classes which cover financial literacy topics such as Managing Cash Flows, Organizational Types, and Financial Management. Over the past three years, these sessions have seen tremendous growth and impact with the largest class averaging twenty- seven participants weekly, consisting of both aspiring and existing business owners. Twenty-three participants earned a certificate of completion by attending four or more classes. In addition to the Money Smart Curriculum, participants were also introduced to several of Commerce Lexington's community partner organizations including Fayette County Public Schools, University of Kentucky Economic Inclusion, Kentucky's Small Business Development Center, local banking representatives, and the LFUCG Minority Business Enterprise Liaison who has been a consistent guest over the duration of classes. In addition, we would like to offer certain adhoc sessions, such as how to write a business plan, which is crucial for gaining access to capital.

We offer two six-week sessions twice per year.

Opportunity Exchange

Opportunity Exchange, hosted twice a year, providing connections to other businesses in the community and providing opportunity for growth in their operations. In addition, continued partnerships throughout the year with LFUCG (Lexington Fayette Urban County Government), the University of Kentucky, Fayette County Public Schools, and other large entities on outreach events underscore Commerce Lexington's dedication to supporting minority-owned businesses, providing them with crucial networking opportunities, resources, and avenues for growth

EXHIBIT B

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Community & Minority Business Development

QUARTERLY QUESTIONAIRE

(Due April 10, 205; July 10, 2025; October 10, 2025; January 10, 2026; April 10, 2026; July 10, 2026; October 10, 2026; and January 10, 2027)

PROMOTING ECONOMIC GROWTH AND DEVELOPMENT

- During the most recent quarter how many Lexington based individual minority owned businesses have you worked with to assist their business growth and development?
- What type of businesses comprised those Lexington organizations you have worked with in the most recent quarter (ex: retail, finance, nonprofit, etc)?

RECRUITMENT

- How many Lexington based minority owned businesses have you recruited to Lexington during the most recent quarter?
- For the Lexington minority owned businesses you have recruited to Lexington during the most recent quarter what sectors do the companies represent (ex: retail, finance, nonprofit, etc.)?

BUSINESS REFERAL SERVICES

- How many Lexington based minority owned businesses did you work with during the most recent quarter to provide referrals to the appropriate minority business assistance agencies to assist the owners with receiving support and resources?
- What type of referral assistance where companies looking for throughout the course of the most recent quarter?

FINANCIAL LITERACY

- How many individual Lexington based small businesses attended financial literacy classes during the most recent quarter?
- How many of the Lexington small businesses who attended the classes were minority owned businesses?
- How many Lexington small businesses who participated in your financial literacy classes and training received some type of certification as part of their participation during the most recent quarter?
- What type of certifications were obtained as part of the company participation in your programs?
- What type of Lexington businesses comprised the companies attending (ex: retail, finance, nonprofit, etc.)?

PARTNERSHIPS

- How many Lexington based minority owned businesses did you assist in making connections with either state or local government during the most recent quarter?
- How many Lexington minority owned businesses were you able to introduce to the LFUCG Minority Business Liaison during the most recent quarter?

RESEARCH

- How many Lexington based minority owned business entrepreneurs did you provide research assistance to during the most recent quarter?
- What type of research did you assist the entrepreneurs in obtaining with your research assistance?

BUSINESS CERTIFICATION

- How many Lexington based entrepreneurs and small business owners did you assist with the process of appropriate business certifications during the most recent quarter?
- What type of businesses were represented of those you assisted (ex: retail, finance, nonprofit, etc).

MINORITY BUSINESS ACCELERATOR

- How many Lexington companies did you work with as part of the Minority Business Accelerator during the most recent quarter?
- What business sectors are represented with the companies currently in the Accelerator?
- How much funding did the companies you are working with secure in procurement contracts and other opportunities during the most recent quarter due to the assistance you provided the companies?

ACCESS LOAN PROGRAM

- The Access Loan Program goal is to facilitate $500,000 - $700,000 per year. For the most recent quarter how much funding did you help facilitate that companies received?
- What type of business/employment sectors did the companies who received funding represent?

OPPORTUNITY EXCHANGE

- How many Lexington based companies participated in the Opportunity Exchange programs during the most recent quarter?
- What types of business sectors were represented by the companies who participated in the Opportunity Exchange during the most recent quarter (if you hosted one during the most recent quarter)?

EXHIBIT C

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington Community & Minority Business Development

ANNUAL QUESTIONAIRE

(Due December 31, 2025 and December 31, 2026)

PROMOTING ECONOMIC GROWTH AND DEVELOPMENT

- During the current year (January 1 – December 31) how many Lexington based individual minority owned businesses have you worked with to assist their business growth and development?
- What type of businesses comprised those Lexington organizations you have worked with in the current year (January 1 – December 31) (ex: retail, finance, nonprofit, etc)?

RECRUITMENT

- How many Lexington based minority owned businesses have you recruited to Lexington during the year (January 1 – December 31)?
- For the Lexington minority owned businesses you have recruited to Lexington during the year (January 1 – December 31) what sectors do the companies represent (ex: retail, finance, nonprofit, etc.)?

BUSINESS REFERAL SERVICES

- How many Lexington based minority owned businesses did you work with this year (January 1 – December 31) to provide referrals to the appropriate minority business assistance agencies to assist the owners with receiving support and resources?
- What type of referral assistance where companies looking for throughout the course of this year (January 1 – December 31)?

FINANCIAL LITERACY

- How many individual Lexington based small businesses attended financial literacy classes during the year (January 1 – December 31)?
- How many of the Lexington small businesses who attended the classes were minority owned businesses?
- How many Lexington small businesses who participated in your financial literacy classes and training received some type of certification as part of their participation during this year (January 1 – December 31)?
- What type of certifications were obtained as part of the company participation in your programs?
- What type of Lexington businesses comprised the companies attending (ex: retail, finance, nonprofit, etc.)?

PARTNERSHIPS

- How many Lexington based minority owned businesses did you assist in making connections with either state or local government during the current year (January 1 – December 31)?
- How many Lexington minority owned businesses were you able to introduce to the LFUCG Minority Business Liaison during the year (January 1 – December 31)?

RESEARCH

- How many Lexington based minority owned business entrepreneurs did you provide research assistance to during the year (January 1 – December 31)?
- What type of research did you assist the entrepreneurs in obtaining with your research assistance?

BUSINESS CERTIFICATION

- How many Lexington based entrepreneurs and small business owners did you assist with the process of appropriate business certifications during the current year (January 1 – December 31)?
- What type of businesses were represented of those you assisted (ex: retail, finance, nonprofit, etc).

MINORITY BUSINESS ACCELERATOR

- How many Lexington companies did you work with as part of the Minority Business Accelerator during the current year (January 1 – December 31)?
- What business sectors are represented with the companies currently in the Accelerator?
- How much funding did the companies you are working with secure in procurement contracts and other opportunities during the most recent quarter due to the assistance you provided the companies?

ACCESS LOAN PROGRAM

- The Access Loan Program goal is to facilitate $500,000 - $700,000 per year. For the most recent year (January 1 – December 31) how much funding did you help facilitate that companies received?
- What type of business/employment sectors did the companies who received funding represent?

OPPORTUNITY EXCHANGE

- How many Opportunity Exchanges were hosted during the current year (January 1 – December 31)?
- How many Lexington based companies participated in the Opportunity Exchange programs during the most recent year (January 1 – December 31)?
- What types of business sectors were represented by the companies who participated in the Opportunity Exchanges during the year (January 1 – December 31)?

OPPORTUNITIES AND BARRIERS

- What were some of the main opportunities identified during the year (January 1 – December 31) that helped facilitate the growth of minority business development for Lexington based companies?
- What were some of the main obstacles or barriers identified during the year (January 1 – December 31) that would help facilitate the growth minority business development in Lexington?

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0148-25

File ID:	0148-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/03/2025
File Name:	Amendment to Goodwill Agreement			**Final Action:**	03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Goodwill Industries of Ky., Inc., extending the period of performance through December 31, 2025 and revising the scope of services, at no additional cost to the Urban County Government. [Dept. of Housing Advocacy and Community Development, Lanter]

Notes:

Sponsors:

Enactment Date: 03/06/2025

Attachments: Blue sheet memo Goodwill - HU4H, Goodwill Amendment HU4H 2.3.25.docx, RESO 0148-25 Goodwill Amendment 4937-0665-0905 v.1.docx, R-077-2025

Enactment Number: R-077-2025

Deed #:

Hearing Date:

Drafter: Tiffany Masden

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/11/2025	Approved and Referred to Docket	Urban County Council	02/20/2025		Pass
1	Urban County Council	02/20/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0148-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Goodwill Industries of Ky., Inc., extending the period of performance through December 31, 2025 and revising the scope of services, at no additional cost to the Urban County Government. [Dept. of Housing Advocacy and Community Development, Lanter]

Summary

Authorization to amend an Agreement with Goodwill Industries of Kentucky, Inc., to extend to the term of the Agreement to December 31, 2025. Goodwill Industries of Kentucky, Inc. provides housing stability services and pays rent assistance on behalf of eligible families. The amendment has no Budgetary impact. (L0148-25)(Lanter)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 2/3/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $0

Project: N/A

Activity: N/A

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY &
COMMUNITY DEVELOPMENT

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

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY DEVELOPMENT

DATE: **February 3, 2025**

SUBJECT: **Amendment to an agreement with Goodwill Industries of Kentucky, Inc. through December 31, 2025.**

Request: Council authorization to amend an Agreement with Goodwill Industries of Kentucky, Inc., extending the end date to December 31, 2025.

Purpose of Request: A Resolution authorizing the Mayor to amend an Agreement with Goodwill Industries of Kentucky, Inc. to provide housing stability services and pay rent assistance on behalf of eligible families referred by the McKinney Vento Homeless Office of Fayette County Public Schools, extending through December 31, 2025, and further authorizing the Mayor to execute any other needed amendments or Agreements related to the use of these funds.

What is the cost in this budget year and future budget years? $0

Are the funds budgeted? YES

Account number: n/a

File Number: 0148-25

Director/Commissioner: Lanter

FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (the "Amendment"), dated as of _____, 2025, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **GOODWILL INDUSTRIES OF KENTUCKY, INC.** ("Organization"), whose post office address is 2820 West Broadway, Louisville, Kentucky 40211 (collectively known as the "Parties").

RECITALS

WHEREAS, the LFUCG entered into a Memorandum of Agreement, executed on April 23, 2024 (the "Agreement"), to provide funds to Organization to fulfill a public purpose in helping the most vulnerable residents of Lexington, homeless families with children, find long-term housing stability; and

WHEREAS, the parties desire to extend the term of the Agreement to now end on December 31, 2025; and

WHEREAS, the Parties also desire to amend the Agreement to revise the Scope of Services to add a full-time Career Coach; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and scope of services in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Effective Date; Term. The Parties agree to modify Section 1 of the Agreement to extend the period of performance to December 31, 2025 as follows:

   "This Agreement shall commence on April 1, 2024, and shall last until December 31, 2025, unless terminated by LFUCG at an earlier time."

3. Section 3. Scope of Services. The Parties agree to modify Section 3 of the Agreement to include one full-time career coach as follows:

DRAFT

"Organization shall perform the following services in a timely, workmanlike, and professional manner (the "Services"):

a. Determine eligibility of all families by reviewing and retaining copies of:

    1) leases (signed or unsigned),
    2) approved rental applications,
    3) letters from prospective landlords, or
    4) similar documentation demonstrating the family's eligibility as defined in numbered paragraph two (2).

b. Pay to each Eligible Family's landlord an amount equal to:

    1) the first month's rent, the total amount of which shall include all recurring fees and charges due under the lease but which may not exceed fifty (50) percent of the Eligible Family's gross monthly income, plus
    2) the security deposit, the total amount of which shall not exceed the monthly rent due under the lease.

c. Provide ongoing housing stability services to all Eligible Families, which may include any combination of the following and other similar services typically provided by the Organization that enable households to obtain or maintain stable housing:

    1) housing counseling,
    2) fair housing counseling,
    3) housing navigators that help households access other assistance programs or find housing,
    4) case management related to housing stability,
    5) housing-related services for survivors of domestic abuse or human trafficking, and/or
    6) specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.

d. Provide one dedicated Full-Time HU4H Career Coach to ensure sufficient capacity to provide intensive wrap around services and support to prepare all clients for employment with wages high enough to meet the HU4H requirement. The Career Coach shall:
    1) verify that the client's wages are at least 50% of the total ongoing monthly housing costs prior to finalizing the financial request for each client's housing,
    2) help with the sustainability of families in their new housing, and
    3) help resolve any issues the family begins to experience that may escalate to an eviction."

4. Effect. All other provisions of the Agreement, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

GOODWILL INDUSTRIES OF KENTUCKY, INC.

_____
By: Name, Title

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE:_____

4907-6030-4659, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH GOODWILL INDUSTRIES OF KENTUCKY, INC., EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2025 AND REVISING THE SCOPE OF SERVICES, 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 to execute an Amendment, a draft of which is attached hereto and incorporated herein by reference, to an Agreement with Goodwill Industries of Kentucky, Inc., extending the period of performance through December 31, 2025 and revising the Scope of Services, 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
0148-25:TAH:4937-0665-0905, v. 1

RESOLUTION NO. 077 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH GOODWILL INDUSTRIES OF KENTUCKY, INC., EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2025 AND REVISING THE SCOPE OF SERVICES, 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 to execute an Amendment, a draft of which is attached hereto and incorporated herein by reference, to an Agreement with Goodwill Industries of Kentucky, Inc., extending the period of performance through December 31, 2025 and revising the Scope of Services, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0148-25:TAH:4937-0665-0905, v. 1

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Populus Renewal Agreement for Lexington-Fayette Urban County Government

Lexington-Fayette Urban County Government
200 E Main St.
Lexington, KY 40507

ATTN: Scott Thompson
November 7th, 2024

Dear Scott,

Populus is pleased to present this renewal agreement to Lexington-Fayette Urban County Government to continue supporting the delivery of advanced mobility management solutions for the County.

Background: Populus has been supporting the Lexington-Fayette Urban County Government since December of 2019.

In the attached renewal, we have provided our standard services agreement. In addition to the basic subscription that the Lexington-Fayette Urban County Government currently has access to, the County will continue to have access to our new Smart Policies Toolkit, a set of advanced features that cities across the country are now leveraging to deploy smart mobility policies.

We look forward to discussing this proposal with you at your earliest convenience.

Sincerely,

Regina Clewlow, Ph.D.
Co-Founder and CEO, Populus

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Populus Unique Qualifications

POPULUS	
Complete geospatial analysis	● User friendly module to upload unlimited geospatial files ● Instant processing of millions of data points ● Conduct equity analysis with access to U.S. Census Data on ethnicity and income
Compliance	● Establish complex shared mobility policies and automate operator compliance monitoring ● Recurring compliance emails deliver daily, weekly, and/or monthly reports on operator compliance
Fees & Invoicing	● Track and invoice operators for shared mobility program fees automatically including an auditable digital trail for each fee invoiced
Only **USDOT-funded** solution to build **advanced safety planning features**	● Exclusive access to our advanced safety planning features

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Populus Renewal Agreement

The Services Agreement between Populus and Lexington-Fayette Urban County Government which was initially effective as of December 18, 2019 and renewed on December 18, 2022, is hereby renewed again on the terms set forth in this Renewal Agreement.

Lexington-Fayette Urban County Government Scott Thompson pthompson2@lexingtonky.gov	POPULUS
Effective Date	December 18, 2024
License Term	1 year + 1 optional year extension
Populus Mobility Manager Annual Subscription Fee Access for unlimited users included	**$9,500** *Discounted for continuing customer for cities with population > 300K* **Key platform features:** ● **Data validation**, harmonization, anonymization, and secure storage according to MDS and GBFS standards* ● **Live map** for real-time monitoring of shared mobility devices ● **Reporting** of key program metrics ● **Routes and heatmaps.** Advanced GPS trip trace/ route, trip (origin-destination,) and vehicle distribution analysis ● **Advanced geographies.** ● **Policies and compliance.** Create policies and access basic compliance monitoring **Advanced Smart Mobility Policies Toolkit:** ● **Auditable Trail for Violations:** Complete violations report download ● **Fee Reporting:** Reporting for measuring and invoicing shared mobility fees in compliance with city-created policies. ● **Automated Invoicing:** Populus will directly invoice each operating authority license holder monthly for per trip fees validated and invoiced in the Populus platform over the previous month, calculated as provided in Section 17D-13 in the Lexington-Fayette Urban County Government Code of Ordinances. ● **Notifications:** Daily, weekly, or monthly email notifications summarizing operator compliance. ● Populus will collect payment of per-trip fees from shared mobility providers on behalf of the LFUCG. 85% of new mobility revenue invoiced by Populus shall be transferred to the County. **Populus shall retain 15% of new mobility revenue for digital parking validation and invoicing services**. The 15% service fee shall

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	come exclusively from LFUCG's portion of the per trip fees as calculated in section 17D-13 of the Code. Currently, LFUCG is entitled to receive a share of the total per-trip fees equal to the percent of trips involving a shared mobility vehicle that is ended (checked in or locked) outside the University of Kentucky's boundaries (trips ended outside the University of Kentucky's boundaries divided by the total number of trips in Lexington-Fayette County, multiplied by 100), a map of which has been provided to Populus, or 50% of per trip fees, whichever is greater. ● Populus will provide a monthly billing summary and payment to LFUCG. The 15% service fee described above shall come exclusively from LFUCG's share of per trip fees and shall be outlined in the monthly billing summary provided to LFUCG. ● Populus will provide monthly payments to the University of Kentucky for the share of fees the entity is entitled to receive under Section 17D-13 of the Code. Currently, the University of Kentucky is entitled to receive a share of the total per trip fees equal to the percentage of trips involving a shared mobility vehicle that is ended (checked in or locked) inside the University of Kentucky's boundaries (tripes ended inside the University of Kentucky's boundaries, divided by the total number of trips in Lexington-Fayette County, multiplied by 100), not to exceed 50% of the total amount of trip fees collected. **Customer Support included:** ● Up to 10 hours of engineering and GIS support to manage operator data feeds and integrate complex geospatial files ● Initial dedicated onboarding session for all staff ● Populus resources, including reports, FAQs and webinars ● Recurring meetings with dedicated Customer Success Manager ● In-app Customer Success staff support

Prices are valid for 90 days after proposal is issued

Optional Add-On Fees

Populus Consulting Services	$250 per hour of consulting work Additional consulting services may include: ● Consulting on mobility pilot policies, particularly related to data-sharing and performance metrics. ● Custom reporting outside of our extensive pre-built reporting tools contained within the Populus Mobility Manager platform may be produced by our data scientists. ● Integration of data from Unverified Operators.

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Terms of Use

Except as amended herein, the terms and conditions of the original Services Agreement will remain unchanged and will continue in full force and effect, including the original Terms and Conditions executed as part of the Services Agreement. Any modifications or additional terms shall be attached to this Order Form and agreed to in writing by both parties (the "Addendum"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Terms, the Terms shall govern.

This Agreement shall renew at the end of the Renewal Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than ninety (90) days' written notice prior to the expiration of the then current renewal term.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

Indemnification

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

DocuSigned by:
9FC42090895B4A4...

Signature of Populus Technologies, Inc.

Printed Name: Regina Clewlow

Title: Chief Executive Officer

Date: 1/30/2025

Signature of Lexington-Fayette Urban County Government

Printed Name:

Title:

Date:

Customer Billing Contact Name: *Scott Thompson*

Email: *pthompson2@lexingtonky.gov* Phone: 859.258.3173

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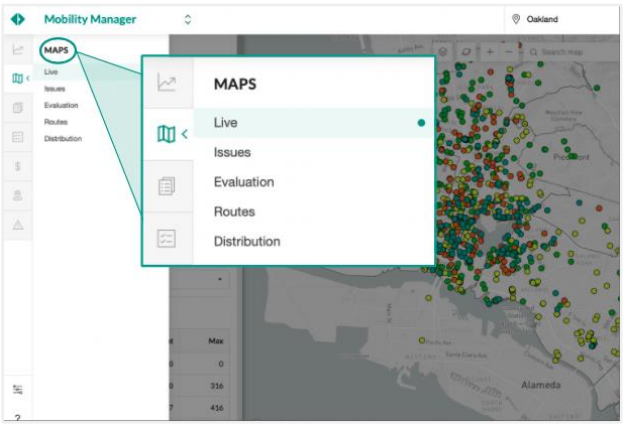
Populus Platform and Services

Populus Mobility Manager Overview

Mobility Manager empowers cities with data from shared fleets of bikes, scooters, mopeds, and cars to effectively manage new mobility programs. Populus will host the Platform and be responsible for all maintenance and security.

Live Map

Our live map view allows you to view shared mobility devices, including their real-time status, location, and parked duration. Populus was the leading platform to define the most recent MDS Vehicles Endpoint, which is the new format that describes the real-time status of vehicles located in your public-right-of-way.



- ➔ **Monitor** vehicle distribution, idle times, and battery levels
- ➔ **Track** complaints and incidents, and resolution
- ➔ **Filter** by vehicle type, operator, and idle times
- ➔ **Assess** real-time compliance with vehicle caps and other requirements

Reporting

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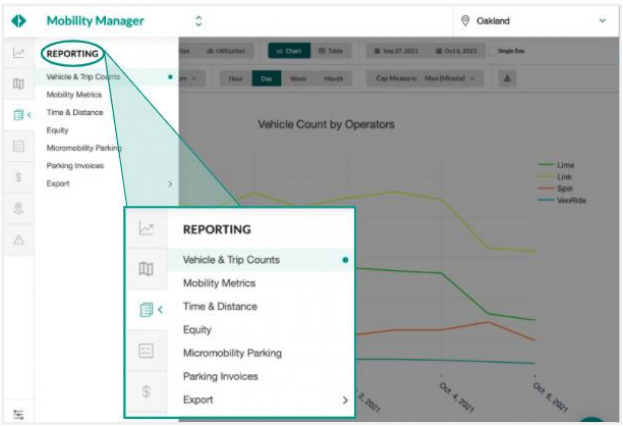
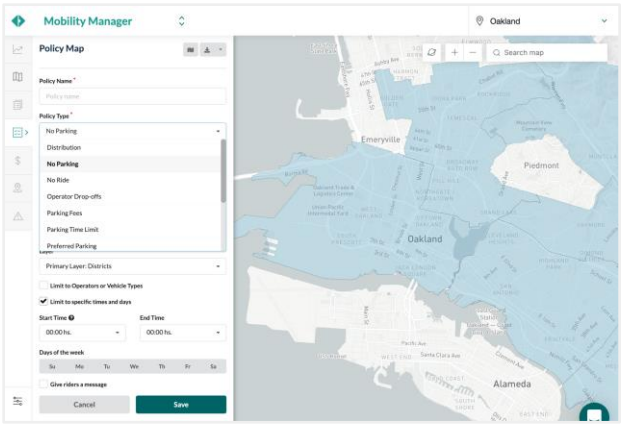
Improve visibility and collaboration with all relevant stakeholders.

- ➔ **Presentation-ready reports** on vehicle, trip counts, compliance, and more
- ➔ **Download files** in .csv, ArcGIS compatible shapefiles, and PNG image for easy reporting
- ➔ **Receive daily, weekly, or monthly reports** with key program metrics



Policies

Populus was the first platform to provide cities with the ability to create and enforce new mobility policies on our platform. We are currently the only platform that provides the full MDS Policy API to operators (not in beta).



- ➔ **Create new policies** easily through the Populus platform, including:
  - ◆ Vehicle caps
  - ◆ Parking
  - ◆ Per trip fees
  - ◆ Slow ride/no ride
  - ◆ Equity requirements
- ➔ **Communicate policies** to operators via the MDS Policy API or dashboards

Fees and Invoicing

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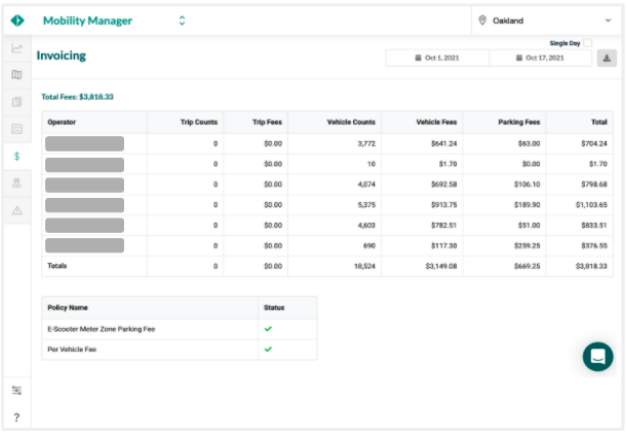
Populus' fees solution helps you easily **track and invoice** operators for shared mobility program fees. Uniquely available through Populus, you can automatically invoice operators, not just calculate their fees.

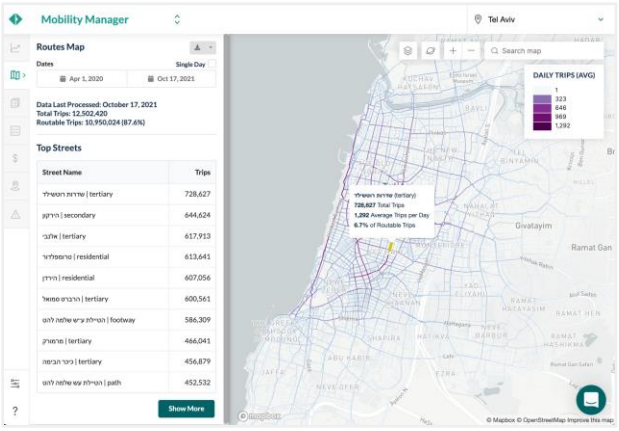
- ➔ **Our leading invoicing and fees** feature allows you to automatically invoice operators through our platform
- ➔ Our platform includes an **auditable digital trail** for each fee invoiced through our platform



Routes and Heatmaps

Leverage data for transportation planning with our advanced routes and heatmap views.

- ➔ **Analyze millions of trips in seconds** with our routes map, without any limitations on the timeframe for analysis
- ➔ **Plan for micromobility** by comparing trip demand with bike master plans



Complete Geographies

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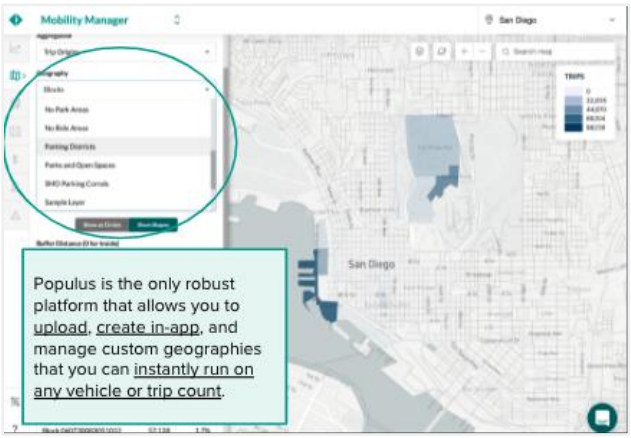
With Populus, you'll have the most robust, complete geospatial analytics that the industry has to offer. While some platforms limit how much time or geographic scale that you can analyze directly within a web app, the Populus platform can process millions of data points, using any custom geography that your team needs.

- ➔ **Populus is the system of choice** for transportation planners
- ➔ **In addition to simple hex grid** trip or vehicle analysis, our platform can process millions of trips in seconds for **any custom geospatial layer**
- ➔ **Upload any geospatial file** directly into our platform to process millions of trip and vehicle data points in seconds
- ➔ Our customer success team and **GIS specialists on staff** can also support your onboarding



Data Validation

Populus is the only SaaS platform that is a Steering Committee Member of the OMF working group that defines the Mobility Data Specification (MDS) standards that operators and platforms utilize for mobility management. Our industry-leading data validation provides you with the following:

- ➔ The first platform to integrate new modes, including shared mopeds and cars.
- ➔ Coordination with operators to ensure their data feeds are functional on a day-to-day basis so you have the data you need to manage your program.
- ➔ Data validation reports provide you with a summary of which version of MDS operators deliver, and flag key issues in their data-sharing compliance when they arise.

311 Integration

Docusign Envelope ID: 565B8074-93E0-4769-932E-D62FAE424BE7

For a comprehensive digital and on-the-ground enforcement approach, cities rely on our embedded 311 integration

- ➔ Understand **where reported 311 issues are** dispersed throughout your community
- ➔ **Filter by resolution time, and view both open and closed tickets** to see how quickly issues have been addressed.