

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, June 11, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda**II. Requested Rezoning/ Docket Approval****III. Approval of Summary**[0608-24](#)

Table of Motions: Council Work Session, May 28, 2024

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**[0609-24](#)

Summary: General Government and Planning Committee, May 7, 2024

[0610-24](#)

Presentation: Lexington-Fayette Urban County Industrial Authority

XI. Council Reports**XII. Public Comment - Issues Not on Agenda****XIII. Adjournment**

Administrative Synopsis - New Business Items

- a. [0522-24](#) Authorization to establish Accent Wire Tie as a sole source provider to purchase baler wire for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0522-24) (Thurman/Albright)

- b. [0567-24](#) Authorization to execute a Memorandum of Agreement (MOA) with the Kentucky Transportation Cabinet (KYTC), under which LFUCG shall be paid to perform turf mowing and trimming of vegetation along certain roads under the control of KYTC, for a period of July 1, 2024, through June 30, 2026. Amounts will vary depending on the number of mows but will not exceed the contract amount of \$362,534. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0567-24) (Carey/Albright)

- c. [0568-24](#) Authorization to amend Ordinance No. 153-2013, as amended by Ordinance No. 187-2016, and update the recommended Lexington Jobs Fund Policies and Guidelines. The Economic Development Investment Board (EDIB) unanimously approved the recommended changes on May 7, 2024. No budgetary impact. (L0568-24) (Glasscock/Atkins)

- d. [0570-24](#) Authorization for the acceptance of Deeds of Conveyance and Easement from the owners of record on properties needed for the construction of the Mason Headley Improvements Project at a cost not to exceed \$369,000. Funds are budgeted. (L0570-24) (Burton/Albright)

- e. [0572-24](#) Authorization to allow an inducement to Infineon Technologies, LLC for local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The company is a semiconductor manufacturer. Infineon Technologies has selected Lexington to be a major growth site for Infineon America. (L0572-24) (Atkins)

- f. [0573-24](#) Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with Wellington Park Apartments LLC in the amount of \$500,000 for the construction of an access road and related infrastructure from Wellington Way to a proposed senior affordable apartment project located at 3125 Dorchester Place. Funds are budgeted. (L0573-24) (Bencz/Atkins)

- g** **0578-24** Authorization execute the amendment to an agreement with NAMI Lexington to budget \$170,000 to provide for an expansion of mental health court services to eligible low/moderate income persons and to extend the period of performance to December 31, 2025, and to execute any other agreements or amendments with NAMI Lexington related to the use of these funds. Funds are budgeted. (L0578-24) (Reynolds/Lanter)
- h** **0579-24** Authorization to execute Change Order No. 2 with Bluegrass Contracting Corporation for the construction of Davis Park. The change order is for an increase of \$6,498.25 and to accept additional grant funds from KYTC in the amount of \$4,979.25. The total contract amount will increase from \$1,141,801.00 to \$1,148,299.25. (L0579-24) (Conrad/Ford)
- i** **0580-24** Authorization to purchase a Clearpass Digital Full Body Security Screening System from Romaine Companies, a sole source provider, for the Division of Community Corrections for the purpose of security inspection and identification of a foreign object on or in a human body. The total cost of the purchase is \$173,000. Funds are budgeted. (L0580-24) (Colvin/Armstrong)
- j** **0581-24** Authorization to engage Crosslin, PLLC, to conduct a financial audit of all Lexington-Fayette Urban County Government funds for FY 2024 for an amount not to exceed \$187,250 (FY2025), and to execute a Letter Agreement and any other necessary documents with Crosslin, PLLC related to the audit. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0581-24) (Slatin/Hensley)
- k** **0582-24** Authorization to amend the classified civil service authorized strength by creating one (1) classified civil service position of Program Specialist (Grade 514N) and creating one (1) classified civil service position of Community Outreach Program Manager (Grade 522E) in the Division of Environmental Services. This action was approved by the FY 2024 budget process. (L0582-24) (George/Hamilton)
- l** **0583-24** Authorization to execute an agreement with Nelson Systems, Inc., pursuant to RFP No. 28-2024, for an Eventide Logging Recorder, including two years of paid maintenance, at a cost of \$268,350.21. Funds are budgeted. (L0583-24) (Patton/Armstrong)
- m** **0584-24** Authorization to create one (1) unclassified position of Mobile Crisis Responder (Grade 519N) in the Division of Fire &

Emergency Services, effective upon passage of Council. The fiscal impact of this position is \$80,735.19 and is funded from the Kentucky Community Crisis CoResponder Grant through June 30, 2027. (L0584-24) (George/Hamilton)

- n** **0585-24** The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to change street names and/or individual numbers of addresses within the 2nd, 9th, 10th, and 11th Council District. 1875 Newtown Pike to 1850 Pisacano Drive, 1201 Greendale Rd. to 2445 Mulundy Way, 3211 Nicholasville Rd. to 101 Lexington Green Cir., 1016 S Broadway to 380 Virginia Ave., 152 Jefferson St. to 161 Bruce St., 1210 Red Mile Rd. to 751 Tattersalls Way, 544 S. Forbes Rd. to 1307 Versailles Rd., 2160 Versailles Rd. to 988 Mason Headley Rd.
- o** **0586-24** Authorization to execute a Consultant Services Agreement, pursuant to RFP No. 9-2024, and award the Complete Streets Design Manual project to Toole Design Group, LLC at a cost not to exceed \$450,000. Federal funds of \$360,000 and local matching funds of \$90,000 are budgeted. (L0586-24) (Duncan/Horn)
- p** **0587-24** Authorization to execute an agreement for federal funding in the amount of \$360,000 from the Kentucky Transportation Cabinet for the Complete Street Design Standards Project for FY2024. Local grant match in the amount of \$90,000 is budgeted in the FY 2024 General Fund. (L0587-24) (Duncan/Horn)
- q** **0588-24** Authorization to execute a revised Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) for Ultraviolet Disinfection Systems at both treatment plants (Consent Decree projects) in the amount of \$1,281,696. (L0588-24) (Martin/Albright)
- r** **0589-24** Authorization to approve and adopt a substantial amendment to the 2019 Consolidated Plan Annual Action Plan and reallocate funding from several existing Cares Act Community Development Block Grant (CDBG-CV) projects. The unspent funds will be used for one new project and increase funding to an existing project resulting in a net zero change in total CDBG_CV funding and expense to LFUCG. (L589-24) (Reynolds/Lanter)
- s** **0590-24** Authorization to execute a Memorandum of Agreement with the Kentucky Science and Technology Corporation (KSTC) and the

Kentucky APEX Accelerator to provide joint classes, outreach events and webinars that support the LFUCG Minority Business Enterprise Program at a cost not to exceed \$8,400.00. Funds are budgeted. (L0590-24) (Slatin/Hensley)

- t** **0591-24** Authorization to execute Contract Modification No. 3 with Gresham Smith for the completion of Phase III archaeological data recovery in the amount of \$485,094 for the Legacy Business Park project, bringing the total contract cost to \$3,033,304. Funds are budgeted. (L0591-24) (Bencz/Atkins)
- u** **0592-24** Authorization to amend chapter 13-13(B)(19) of the Code of Ordinances to create medicinal cannabis fees licenses and setting fees, creating sections 13-83 through 13-92 to establish definitions, license requirements, prohibitions on operating without a license within Lexington-Fayette County, taxation, enforcement and appeals provisions, and provisions to deny, revoke, or fail to renew a special fees license. Medicinal cannabis business licensing can begin on July 1, 2024. Kentuckians can apply for a medical cannabis card on January 1, 2025. Local governments may enact ordinances regarding licensed cannabis businesses relating to the time, place, and manner of the business; and may establish reasonable fees to offset the operations of those businesses. No budgetary impact. (L0592-24) (Holbrook/Hensley)
- v** **0593-24** Authorization to accept the proposals for FY 2025 for Excess Liability Insurance from Marsh & McLennan Insurance Agency, and to execute any necessary contracts and documents on behalf of the Urban County Government with the following insurance companies and/or their respective broker Marsh & McLennan Agency: Aviation from Westchester Fire Insurance (Chubb) at a cost not to exceed \$54,014.06; General, Public Officials, Auto, Employer, Law Enforcement Liabilities from Safety National Casualty Corporation at a cost not to exceed \$779,655.74; On the road Auto from Safety National Casualty Corporation at a cost not to exceed 64,341.66; Excess Liability from Gemini Insurance Co. at a cost not to exceed \$538,850.16; Property from Affiliated Factory Mutual (FM) at a cost estimated at \$800,418.00; Cyber from Axis Company at a cost not to exceed \$56,745.36; Pollution from Illinois Union Insurance Co. (Chubb) at a cost not to exceed \$27,695.96; and Workers' Compensation from Safety National Casualty Corporation at a cost not to exceed \$515,201.00, for a total of \$2,836,921.94 in premiums for FY 2025. All subject to sufficient funds being appropriated. (L0593-24) (George/Hamilton)

- w** **0594-24** Authorization to establish AE Electrical Solutions as a sole source provider for on-going maintenance to the electrical system at the LFUCG Materials Recovery Facility (MRF). (L0594-24) (Thurman/Albright)
- x** **0595-24** Request Council Authorization to set up Machinex Technologies as a sole source vendor for parts and services at the Materials Recovery Facility (LEX-MRF).
- y** **0596-24** Authorization to establish Resource Recycling Systems (RRS) as a sole source provider to obtain Professional Consulting Services for the Division of Waste Management to assist with various capital and operational improvements at the Materials Recovery Facility. (L0596-24) (Thurman/Albright)
- z** **0597-24** Authorization to establish Bullitt County Belting & Supply as a sole source provider to purchase parts, repairs and installation services for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0597-24) (Thurman/Albright)
- aa** **0600-24** Authorization to enter into an agreement with American Response Vehicle (ARV) for the purchase of four (4) new emergency care apparatus at the cost of \$1,737,000. Funds are budgeted in FY 2024 Bond Fund. (L0600-24) (Wells/Armstrong)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0608-24

File ID: 0608-24

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Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 06/05/2024

File Name: Table of Motions: Council Work Session, May 28,
2024

Final Action:

Title: Table of Motions: Council Work Session, May 28, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 05.28.24

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Hearing Date:

Drafter:

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Text of Legislative File 0608-24

Title

Table of Motions: Council Work Session, May 28, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
May 28, 2024**

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

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

Motion by Fogle to approve the May 14, 2024 Work Session Summary. Seconded by Gray. Motion passed without dissent.

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

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

- VII. Communications from the Mayor- Appointments
- VIII. Communications from the Mayor- Donations
- IX. Communications from the Mayor- Procurements
- X. Continuing Business/Presentations

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

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

- XI. Council Reports

Vice Mayor Wu placed the item, LexArts Finance & Equity Review, in the Budget, Finance, and Economic Development Committee.

Motion by J. Brown to ratify the Mayor’s Proposed Budget for FY2025 as amended by the Council in its Committee of the Whole meeting regarding the budget. Seconded by Worley. Motion passed without dissent.

Motion by Wu to place the FY2025 Budget on the docket for first reading at the Urban County Council meeting at 5 p.m. on June 11, 2024. Seconded by Reynolds. Motion passed without dissent.

Motion by Plomin to place the budget amendments related to prefunding certain items in the FY2025 Budget, as amended by Council, on the docket for first reading at the Urban County Council meeting at 5 p.m. on June 11, 2024. Seconded by Sheehan. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Baxter to adjourn at 3:45 p.m. Seconded by Sevigny. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
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File ID: 0609-24

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 06/05/2024

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Committee, May 7, 2024

Final Action:

Title: Summary: General Government and Planning Committee, May 7, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: 5.7.24 GGP Summary and Motions, UGM ZOTA -
Council GGP Revision 5.7.2024 Clean Copy

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0609-24

Title

Summary: General Government and Planning Committee, May 7, 2024



General Government and Planning Committee

May 7, 2024

Summary and Motions

Chair Worley called the meeting to order at 1:04 p.m. Vice Mayor Wu and Committee Members J. Brown, Ellinger, Lynch, LeGris, Sheehan, Baxter, Reynolds, and Plomin were in attendance. Council members Fogle, Monarrez, Gray, F. Brown, and Sevigny were present as non-voting members.

I. April 16, 2024 General Government and Planning Committee Summary

Motion by Ellinger to approve the April 16, 2024, GGP Committee Summary. Seconded by Baxter. Motion passed without dissent.

II. Short Term Rentals: RLMB Recommendations

Beth Overman, Director of the Purchase of Development Rights (PDR) Program, presented the Rural Land Management Board's (RLMB) Short Term Rental (STR) recommendations. The RLMB's Chair Gloria Martin, assigned this task to the RLMB's Ordinance Review and Long-Range Planning Committee chaired by Margaret Graves. The Rural Service Area (RSA) is primarily comprised of the Agricultural-Rural, Agriculture-Natural, and Agriculture-Buffer zones. There are also small areas zoned Agriculture-Natural (A-N) and Agriculture-Buffer (A-B). The recommendations pertain to these three zones.

Recommendation #1 is all STRs in the Agricultural Zones should be required to obtain a conditional use permit from the Board of Adjustment (BOA). Recommendation #2 is the BOA should consider the number of STRs within a one-mile radius of the property and no more than one STR should be permitted within a one-mile radius. Recommendation #3 is adjacent property owners should be notified of the conditional use permit as required by existing public notice requirements. Recommendation #4 is only hosted STRs should be permitted in the Agricultural zones because of the unique challenges of agricultural areas.

Recommendation #5 is only one STR should be allowed on each property and no newly constructed STRs should be permitted. Recommendation #6 is a property owner with an existing Farm Employee Dwelling Unit (FEDU) may apply to the BOA for a conditional use permit to convert no more than one FEDU per property into an STR. Recommendation #7 is the maximum occupancy is no more than two individuals per bedroom. Recommendation #8 is all STRs in the RSA should be required to have onsite parking and lighted entrances that are easily visible from the roadway. Recommendation #9 is special events should be limited to the number of participants staying in the STR. Finally, recommendation #10 is all other STRs in the Agricultural Zones should be subject to the new requirements recommended above and should not be grandfathered in.

Overman explained most properties in the Purchase of Development Rights (PDR) program will not be permitted to have STRs on their farms due to the conservation easements. Currently, Lexington's zoning laws do not address farmstays but they do permit bed and breakfast facilities. RLMB recommends consistency with STRs and the bed and breakfast ordinance language.

There was a brief discussion regarding fire safety and ensuring the STR locations are properly addressed. Council also discussed converting existing buildings versus new construction. Bed and breakfasts must be hosted and require a meal to be served. Events are not currently permitted as a commercial activity.

No action was taken on this item.

III. Master Plan Update

Chris Taylor gave a brief update on the Urban Growth Master Plan and the consultant team. There has been extensive public outreach; one event had over 200 people in attendance. The Planning Commission will get an update on the frameworks and land use recommendations, and once school is back in session, they will have another round of public input. They will then get into developing the regulatory framework with additional public input.

No action was taken on this item.

IV. Urban Growth Management ZOTA

Hal Baillie provided a recap of the ZOTA and the presentation from February 13, 2024. He also highlighted the drive-up/drive-through changes. A drive-up window is a single lane with no separate ordering point or menu boards; this encompasses pharmacies and banks. Within the B-1 Zone, it would be an accessory use on an arterial or collector roadway and would be a conditional use on a local street. In a B-# Zone it would be accessory with no restrictions. Drive through facilities allows for multiple lanes with ordering points and menu boards. In a B-1 Zone, it is an accessory use when the use existed prior to the adoption of the proposed ZOTA, it is a conditional use on an arterial or collector roadway and is prohibited on local streets. In B-3 Zone, it is an accessory use with no restrictions. There was a brief discussion about the traffic patterns for each model.

Motion by Baxter to approve the proposed UGM ZOTA as amended. Seconded by Lynch. The motion passed without dissent.

Motion by Baxter to amend the proposed UGM ZOTA, Sec. 1b to delete “exterior amplification” and add “All stacking and pick-up shall be limited to a single lane” to Sec. 1c, seconded by Plomin, the motion passed without dissent.

Motion by Worley to amend the proposed UGM ZOTA, Sec. 8-16.b15.b to delete “excluding Electric Vehicle (EV) charging facilities” and add “,unless previously approved for a greater number.” Seconded by Baxter, the motion passed without dissent.

Motion by Worley to amend the proposed UGM ZOTA, Sec. 8-16c.8 to add “and when the parcel has lot frontage along an arterial or collector roadway” and delete “Electric Vehicle (EV) charging facilities” from Sec. 8-16c.9, seconded by Baxter, the motion passed without dissent.

Motion by Worley to amend the proposed UGM ZOTA Sec. 8-16d.5 to add “Drive-through facilities for the sale of goods or products, or the provision of services otherwise permitted herein, except as accessory uses herein, and meets the following requirements; a. The parcel has lot frontage along an arterial or collector roadway; or b. The parcel is part of a project with an approved final development plan which has lot frontage along an arterial or collector roadway; and c. The parcel or project complies with 8-20(l) of the Zoning Ordinance.” and Sec. 8-16.6 to add “Drive-up window for the sale of goods or products, or the provision of services otherwise permitted and the parcel has lot frontage along a local roadway.” Seconded by Baxter, the motion passed 8-2. (Yes - Wu, J. Brown, Ellinger, Lynch, Sheehan, Worley, Baxter, and Plomin. No – LeGris and Reynolds)

Motion by Worley to amend the proposed UGM ZOTA Sec 8-20b.3b to add "except where required by Federal or State regulations" and delete "or eight (8) total islands for refueling, excluding Electric Vehicle (EV) charging facilities" from 8-20b.3c, seconded by J. Brown, the motion passed without dissent.

Motion by Worley to amend the proposed UGM ZOTA Sec. 8-16d.9 to add "Micro-distilleries subject to the following requirements: a. Production shall be limited to 10,000 gallons of distillate annually; b. Distilling operations shall occur within a structure; and c. There shall be an associated retail component or eating and drinking establishment. The Board of Adjustment shall consider the following: a. A proposed operations plan for production and storage of distillate; b. A proposed operations plan for stillage; and c. The impact of truck traffic on adjacent roadways." Seconded by Baxter, the motion passed without dissent.

Motion by Worley to amend the proposed UGM ZOTA Sec. 12-3i.a to add "except where required by Federal or State regulations" and delete "or eight (8) total islands for refueling, excluding Electric Vehicle (EV) charging facilities" from Sec. 12-3i.b, seconded by Reynolds, the motion passed without dissent.

Motion by Worley to amend the proposed UGM ZOTA Sec. 11-2a to remove "not exceeding three thousand (3,000) square feet in floor area", amend Sec. 11-2b to remove "building not exceeding three thousand (3,000) square feet in floor area", amend Sec. 11-2h to remove "not exceeding three thousand (3,000) square feet in floor area or land area", and amend Sec. 11-7e to remove "Highway Services" and add "Corridor", seconded by Baxter, the motion passed without dissent.

V. Items Referred

Motion by Lynch to amend the title of item 11 "Equitable Representation on Boards and Commissions – Tenants' Bill of Rights" to "Boards and Commissions Comprehensive Review, seconded by Wu, the motion passed without dissent.

VI. Adjournment

The Committee adjourned at 2:49 pm.

Sec. 1. Definitions.

Automobile service station means a building or structure used for ~~minor automobile and truck repair; the retail sale and dispensing of fuel, lubricants, tires, batteries, accessories, and supplies, including installation and minor services customarily incidental thereto; facilities for washing and for chassis and gear lubrication are permitted if enclosed in a building.~~

Professional Service means any business, department, or individual who provides a service or expertise rather than a manufactured product. ~~There shall be no generation of dust, odors, noise, vibration, or electrical interference or fluctuation perceptible beyond the building footprint. Such services include, but are not limited to beauty salons, barber shops, tailoring services, tattoo parlors, financial services, and legal services.~~

Brewery, Neighborhood means a facility within a completely enclosed building which is intended for the ~~production of up to ten thousand (10,000) barrels per year of malt beverages, with an accessory taproom and without permanently installed bottling or canning equipment.~~

Drive-up window means a point of pick up for goods sold on site or the provision of services. Such facilities shall:

- a) ~~Be placed so that pedestrians entering and exiting the building are not required to cross the drive aisle associated with the drive-up window; and~~
- b) ~~Not have any exterior menu boards, or any area for ordering other than at the point of pick up.~~
- c) ~~All stacking and pick-up shall be limited to a single lane.~~

Eating and Drinking Establishment means ~~an establishment where food and/or drinks are prepared and provided to the public for on-premises consumption by seated patrons or for carry-out service. Eating and drinking establishments may have outdoor seating areas. This term includes, but is not limited to, such uses as restaurants, bars, cocktail lounges, bakeries, delicatessen, ice cream parlors, and cafes. This term does not include drive-in restaurants or mobile food vendors.~~

Mobile Food Vendor Park means a designated area or space where multiple food vendors, often operating from food trucks or mobile carts, gather to sell a variety of prepared foods to customers. Such uses shall:

- a) ~~Provide waste receptacles and recycling bins;~~
- b) ~~Provide a minimum 20% shared common area for customer use, which includes elements such as seating areas, restroom facilities, and lawn and landscaped areas;~~
- c) ~~Utilize shore power during operating hours; and~~
- d) ~~Provide restroom facilities for both customers and employees.~~

Entertainment, live, means any performance at ~~an eating and drinking establishment or similar permitted use a restaurant, cocktail lounge, or night club~~ by any person, including, but not limited to, a patron of such establishment if such performance is part of a regularly occurring event. The term "live entertainment" includes, but is not limited to, singing, dancing, musical performance, DJ services, comedy acts, magic acts, variety acts, or performance contests engaged in by patrons.

Mixed-income housing unit means ~~a dwelling unit provided for sale to an owner-occupant household with an income that does not exceed one hundred percent (100%) of median income (adjusted for family size), or for rent to a household with an income that does not exceed eighty percent (80%) of the median income (adjusted for family size) for Lexington Fayette County. A unit shall be deemed a mixed-income housing unit for an owner-occupant if the total amount of principal, interest, taxes and insurance does not exceed thirty-six percent (36%) of the household's income; and a unit shall be deemed affordable to a rental household if the total rent,~~

~~including any tenant paid utilities, does not exceed thirty percent (30%) of the household's income. In the alternative, a fixed price may be set for a mixed income housing unit for sale to an owner-occupant if the total principal and interest (for a thirty year (30 year) mortgage) does not exceed thirty percent (30%) of the total household income for a family of four (4) at eighty percent (80%) of the median income for Lexington Fayette County; also, if the unit is for rent, then the maximum monthly rent may not exceed one percent (1%) of a household income that is at eighty percent (80%) of the median income for Lexington Fayette County.~~

• **Sec. 3-6. – Workforce Mixed-income and affordable housing bonuses.**

- a) Units that are designated as ~~Mixed-Income~~ Workforce Housing Units ~~or Affordable Housing Units, as defined below, in order to receive either additional density, or additional floor area shall be restricted by the developer exclusively to mixed-income housing for a minimum period of five (5) years. Further, such units~~ shall be identified separately in the Certificate of Land Use Restriction filed for the development where the units are located; and such units shall be subject to a deed restriction in favor of the Lexington-Fayette Urban County Government, which shall restrict the use of the property and shall establish monitoring procedures to ensure that the units remain affordable during the period. Affordable housing units within the defined Expansion Area shall be subject to Article 23A-2(w).
- b) Where all dwelling units on a lot are provided at an affordable level, the lot shall be granted an affordable housing bonus in use, setbacks, height, FAR, lot coverage, and all other regulations.
 - 1. Affordable level shall mean eighty (80%) percent or less of the Lexington-Fayette Urban County area median income (AMI) at the time of rental or purchase, for a period of no less than ten (10) years, and where housing expenses, including utilities, shall constitute no more than forty (40%) of monthly household income.
 - 2. The lot shall be regulated under the provisions as noted below:
 - a. R-1A, R-1B, R-1C, R-1D, and R-1E zones shall be regulated as the R-1T zone;
 - b. R-1T zone shall be regulated as the R-2 zone;
 - c. R-2 zone shall be regulated as the R-3 zone;
 - d. R-3 zone shall be regulated as the R-4 zone; and
 - e. R-4 zone shall be regulated as the R-5 zone.
- c) In the Downtown Business Frame (B-2A) zone, where at least fifty (50%) percent of dwelling units of a lot are being provided at an affordable level, developments shall be granted an affordable housing bonus in use, setbacks, height, FAR, lot coverage, and all other regulations per the Downtown Business (B-2) zone. Affordable level shall mean eighty (80%) or less of the Lexington-Fayette Urban County area median income (AMI) at the time of rental or purchase, for a period of no less than ten (10) years, and where housing expenses, including utilities, shall constitute no more than forty (40%) of monthly household income.
- d) Workforce Housing Units that meet the following requirements shall be granted a workforce housing bonus in use, setbacks, height, FAR, lot coverage, and all other regulations:
 - 1. Workforce housing dwelling units shall be provided at one hundred and twenty (120%) percent or less of the Lexington-Fayette Urban County area median income (AMI), at the time of rental or purchase.
 - 2. The project shall be restricted for a period of no less than fifteen (15) years.
 - 3. Projects shall be regulated under the provisions as noted below:
 - a. R-1A, R-1B, R-1C, R-1D, and R-1E zones shall be regulated as the R-1T zone;
 - b. R-1T zone shall be regulated as the R-2 zone;
 - c. R-2 zone shall be regulated as the R-3 zone;
 - d. R-3 zone shall be regulated as the R-4 zone; and
 - e. R-4 zone shall be regulated as the R-5 zone.
- e) ~~Such units shall be identified separately in the Certificate of Land Use Restriction filed for the development where the units are located; and such units shall be subject to a deed restriction in favor of the Lexington-Fayette Urban County Government, which shall restrict the use of the property and shall establish monitoring procedures to ensure that the units remain affordable during the period. Affordable housing units within the defined Expansion Area shall be subject to Article 23A-2(w).~~

(Code 1983, § 3-6; Ord. No. 129-2009, § 6, 7-2-2009; Ord. No. 166-2017, § 2(3-6), 11-16-2017; Ord. No. 113-2022, § 2, 10-27-2022)

Sec. 8-11 Mixed Low Density Residential (R-2) Zone.

- (a) *Intent.* The intent of this zone is to provide for a mix of low density residential development and supporting uses. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan. This zone may be used for zero-lot-line houses, patio houses, and other compact housing types.
- (b) *Principal Uses.* (Other uses substantially similar to those listed herein shall also be deemed permitted.)
1. ~~As for R-1A:~~ Single Family detached dwelling units.
 2. Single family attached dwelling units, except that not more than twelve (12) units shall be attached.
~~Two-Family dwellings.~~
 3. ~~Two-Family dwellings, having a common vertical wall on the property line of two (2) separate lots. Only one (1) dwelling for one family shall be permitted on each lot, and no more than two (2) dwelling units shall be attached.~~ Multi-Family Residential dwelling units. Residential structure containing eight (8) or fewer dwelling units.
 4. Shared parking court, as regulated by Article 16-5(b)(4), where depicted on a certified development plan.
 5. Temporary Real Estate Offices.
 6. Cottage Housing Projects (as regulated by Article 9-8).
 7. Parks.
- (c) *Accessory Uses.* (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)
1. The permitted accessory uses in the R-1A zone.
 2. Cottage house community buildings when associated with either co-housing development or cottage housing project
- (d) *Conditional Uses.* (Permitted only with Board of Adjustment approval.)
1. The permitted conditional uses in the R-1A zone.
- (e) *Prohibited Uses.* (All uses other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)
1. The prohibited uses in the R-1A zone, except ~~for two-family dwellings~~ single family attached residential and multi-family residential.
- Lot, Yard, and Height Requirements. (See Article 3, Subsection (o) of this section, below, and Article 15 for additional regulations).
- (f) ~~Minimum Lot Size: Seven thousand, five hundred (7,500) square feet (See Subsection (o) of this section, below).~~
1. Minimum Lot Size:
 - a. Single Family: One-thousand, five hundred (1,500) square feet
 - b. Multi-family: Two thousand, five hundred (2,500) square feet

2. Maximum Lot Size:

a. Single Family: Five thousand (5,000) square feet

b. Multi-family: Ten thousand (10,000) square feet

- (g) *Minimum Lot Frontage.* ~~Sixty (60)~~ Fifteen (15) feet (See Subsection (o) of this section, below).
- (h) *Minimum Front Yard.* ~~Five Thirty (530)~~ feet.
- (i) *Minimum Each Side Yard.* ~~Six (6)~~ Three (3) feet (See Subsection (o) of this section, below).
- (j) *Minimum Rear Yard.* Ten (10) feet or twenty (20) percent of the lot depth, whichever is greater.
- (k) *Minimum Open Space.* See Article 20 for open space regulations.
- (l) *Maximum Lot Coverage.* No limitation.
- (m) *Maximum Height of Building.* ~~Thirty-five (35)~~ Forty (40) feet.
- (n) *Off-Street Parking.* (See Article 16 for additional parking regulations.)

No minimum requirements.

Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.

(o) *Special Provisions.*

1. A variation of at least three (3) feet shall be required where a break in setback occurs for single family attached dwelling units.

2. Required side yard shall be increased to five (5) feet for each side yard of single family attached residential units when no units or only one (1) unit fronts on a side yard; and a side yard shall be increased to ten (10) feet when more than one (1) unit fronts on that side yard.

~~1. The minimum lot size and lot frontage may be reduced for a property subdivision along the common vertical wall of a two-family dwelling (duplex) as long as the structure meets the dwelling unit separation requirements for townhouses under the current Kentucky Building Code.~~

3.2. The minimum side yard may be eliminated on one (1) side of a lot, for future or existing adjacent lots, if a common vertical wall dividing an attached single family dwelling unit ~~two-family structure~~ is located, or is to be located, on the common property line. The side yard that is not eliminated shall be a minimum of five (5) ~~six (6)~~ feet.

~~3. Lot, yard and height requirements for single family detached dwellings in defined Infill and Redevelopment area shall be as required for R-1D.~~

4. Lot, yard and height requirements for two-family single family attached and multi-family dwellings in defined Infill and Redevelopment areas are for existing lots as of December 5, 2002, and shall be as follows:

~~a. Minimum lot size: As per Subsection (f) and (o)(1) of this section above.~~

~~b. Minimum lot frontage: As per Subsection (g) and (o)(2) of this section above.~~

~~a.e.~~ Minimum front yard: As per Subsection (h) of this section, unless the average depth of the existing front yards on each of the adjacent lots on either side of the lots are less; then the minimum shall be no less than this average, ~~or eight (8) feet, whichever is greater.~~

~~b.d.~~ Maximum front yard: ~~Fifty (50)~~ Twenty (20) feet, unless the average depth of the existing front yards on each of the adjacent lots on either side of the lot are greater; then the maximum shall be no greater than this average.

- ~~c.e.~~ Minimum side yard: As per Subsections (i) Three (3) feet and (o)(3) of this section, above. The minimum side yard may be eliminated on one (1) side of a lot, for future or existing adjacent lots, if a common vertical wall dividing a single-family attached, or multi-family structure is located, or is to be located, on the common property line.
- ~~f.~~ Minimum rear yard: As per Subsection (j) of this section.
- ~~g.~~ Minimum usable open space: No limitation.
- ~~h.~~ Minimum lot coverage: No limitation.
- ~~i.~~ Maximum height of building: As per Subsection (m) of this section, above.
- ~~j.~~ Maximum lot coverage: No limitation, except for a floor area ratio of 0.35, or that which allows two thousand, six hundred (2,600) square feet, whichever is greater.
- ~~5.~~ Habitable additions to two-family dwellings must have a common wall that shall be at least fifteen (15) feet or twenty-five (25) percent of the length of the common wall on the existing structure, whichever is greater.

(Code 1983, § 8-11; Ord. No. 263-83, § 1, 12-15-1983; Ord. No. 17-98, § 1, 1-22-1998; Ord. No. 307-2002, § 1, 12-5-2002; Ord. No. 133-2004, § 1, 6-24-2004; Ord. No. 129-2009, §§ 12, 13, 7-2-2009; Ord. No. 166-2017, § 3(8-11), 11-16-2017)

Sec. 8-13. Medium Density Residential (R-4) Zone.

- (a) *Intent.* The intent of this zone is to provide for medium to medium-high density multi-family dwellings and supporting uses. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. The medium to medium-high density residential uses should be located along collector and arterial streets. Where lower density development occurs in this zone, it should be located along local streets. Adequate multi-modal connections should be available to all residents. Development should be in areas of the community where necessary services and facilities will be adequate to serve the anticipated population. Medium to medium-high density multi-family dwellings should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.
- (b) *Principal Uses.* (Other uses substantially similar to those listed herein shall also be deemed permitted.)
 - 1. The principal permitted uses in the R-3 zone.
- (c) *Accessory Uses.* (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)
 - 1. The permitted accessory uses in the R-3 zone.
- (d) *Conditional Uses.* (Permitted only with Board of Adjustment approval.)
 - 1. The permitted conditional uses in the R-3 zone.
 - 2. The permitted principal uses in the B-1 zone.
- (e) *Prohibited Uses.* (All uses other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)
 - 1. The prohibited uses in the R-3 zone.
 - 2. Equine trails.

Lot, Yard, and Height Requirements. (See Article 3, Subsection (o) of this section below, and Article 15 for additional regulations.)

- (f) *Minimum Lot Size.* ~~Six thousand (6,000)~~ Two thousand-five hundred (2,500) square feet.
- (g) *Minimum Lot Frontage.* ~~Fifty (50)~~ Fifteen (15) feet.
- (h) *Minimum Front Yard.* ~~Five (5)~~ Twenty (5-20) feet.
- (i) *Minimum Each Side Yard.* Five (5) feet.
- (j) *Minimum Rear Yard.* Ten (10) feet.
- (k) *Minimum Open Space.* See Article 20 for open space regulations.
- (l) *Maximum Lot Coverage.* Forty percent (40%) and a floor area ratio of 1.6.
- (m) *Maximum Height of Building.* Four stories or sixty (60) feet, whichever is less (except when Section (o).3 applies). 2:1 height to yard ratio, except that buildings under forty (40) feet may have side and rear yards as required in the R-3 zone. When height of structure is greater than forty-eight (48) feet, the side yard setback shall be ten (10) feet.
- (n) *Off-Street Parking.* (See Articles 16 and 18 for additional parking regulations.)

No minimum requirements.

Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.

(o) *Special Provisions.*

1. Lot, yard, and height requirements for detached and attached single family residential dwellings townhouses shall be as required for the R-2 zoneR-1T.
2. No more than five (5) single family detached dwellings shall be contiguous along a single street frontage. Other varying housing types or neighborhood commercial facilities shall be incorporated.
2. ~~Lot, yard, and height requirements for two-family dwellings shall be as required by R-2.~~
3. Lot, yard, and height requirements for Group Residential Projects shall be as provided in Article 9.
4. ~~Lot, yard, and height requirements for single family detached dwellings shall be as provided in Section 8-12(o): Special Provisions of the R-3 zone.~~

(Code 1983, § 8-13; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 307-2002 , § 1, 12-5-2002; Ord. No. 137-2016 , § 2(8-13), 7-7-2016; Ord. No. 166-2017 , § 3(8-13), 11-16-2017; Ord. No. 94-2020 , § 2, 9-21-2020; Ord. No. 113-2022 , § 3, 10-27-2022; Ord. No. 004-2023 , § 14, 1-31-2023; Ord. No. 020-2023 , § 7, 3-9-2023)

Sec. 8-14. High Density Residential (R-5) Zone.

- (a) *Intent.* The intent of this zone is to provide for high density multi-family dwellings and supporting uses. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. The high density residential uses should be located along collector and arterial streets. Adequate multi-modal connections should be available to all residents. Development should be in areas of the community where necessary services and facilities will be adequate to serve the anticipated population. High density multi-family dwellings should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.
- (b) *Principal Uses.* (Other uses substantially similar to those listed herein shall also be deemed permitted.)
1. Multifamily dwellings.
 2. Dormitories.
 3. Offices, limited to multifamily structures with six (6) or more stories, provided offices are limited to no more than the first two (2) stories with no mixing of offices and apartments on the same floor.
 4. Shared parking court, as regulated by Article 16-5(b)(4), where depicted on a certified development plan.
- (c) *Accessory Uses.* (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)
1. The permitted accessory uses in the R-1A zone, items 1 through 3 and 6 through 9.
 2. Athletic club facilities, when accessory to another permitted or conditional use.
- (d) *Conditional Uses.* (Permitted only with Board of Adjustment approval.)
1. The permitted conditional uses in the R-3 zone.
 2. The permitted principal uses in the B-1 zone.
~~Incidental retail uses to any permitted use, but having no primary access to the exterior; and limited to a maximum of ten percent (10%) of the gross floor area of the building in which it is located, with no single such use being in excess of five thousand (5,000) square feet.~~
 3. Extended-stay hotels.
 4. ~~Restaurants, without a cocktail lounge, live entertainment and/or dancing, provided it meets the following conditions:~~
 - ~~a. It shall be located in a building containing a minimum of one hundred (100) dwelling units.~~
 - ~~b. It shall occupy no more than ten percent (10%) of the gross floor area of the building it occupies.~~
 - ~~c. It shall have no primary access to the exterior; however, one service entrance directly to the outside of the building may be permitted.~~
 - ~~d. It shall have no drive-in or drive-through food service.~~
 - ~~e. There shall be no more than two restaurants within a building, provided that the ten percent (10%) limitation is not exceeded.~~
 - ~~f. None of its public floor area may be devoted exclusively to the preparation and service of malt beverages, wine or alcoholic beverages.~~
 - ~~g. Signs permitted per multi-family residential building may be used to identify the restaurant.~~
 - ~~h. This shall not apply to extended-stay hotels.~~

(e) *Prohibited Uses.* (All uses other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)

1. The prohibited uses in the R-4 zone, except for offices, as permitted herein, extended-stay hotels, and incidental retail uses.
2. Outdoor commercial and non-commercial recreational facilities, such as zoological gardens, sportsmen's farms, riding stables and equine trails.

Lot, Yard, and Height Requirements. (See Articles 3 and 15 for additional regulations.)

(f) *Minimum Lot Size.* Six thousand (6,000) square feet.

(g) *Minimum Lot Frontage.* ~~Fifty (50)~~ Thirty (30) feet.

(h) *Minimum Front Yard.* ~~Five Twenty (5 20)~~ feet.

(i) *Minimum Each Side Yard.* ~~Six (6) Ten (10)~~ feet.

(j) *Minimum Rear Yard.* Ten (10) feet.

(k) *Minimum Open Space.* See Article 20 for open space regulations.

(l) *Maximum Lot Coverage.* Forty-five percent (45%) and a floor area ratio of 2.25.

(m) *Maximum Height of Building.* Five (5) stories or Seventy (70) feet, whichever is less. When greater than sixty (60) feet, the side yard setback shall be twelve (12) feet. 4:1 height-to-yard ratio.

(n) *Off-Street Parking.* (See Articles 16 and 18 for additional parking regulations.)

No minimum requirements.

Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.

(Code 1983, § 8-14; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 207-84 , §§ 1—3, 11-15-1984; Ord. No. 89-86 , § 14, 5-29-1986; Ord. No. 213-94 , § 3, 1-20-1994; Ord. No. 187-98 , § 1, 7-2-1998; Ord. No. 115-2003 , §§ 1, 2, 5-29-2003; Ord. No. 49-2012 , § 7, 4-26-2012; Ord. No. 137-2016 , § 2(8-14), 7-7-2016; Ord. No. 166-2017 , § 3(8-14), 11-16-2017; Ord. No. 94-2020 , § 3, 9-21-2020; Ord. No. 113-2022 , §§ 3, 4, 10-27-2022; Ord. No. 004-2023 , § 15, 1-31-2023; Ord. No. 020-2023 , § 8, 3-9-2023)

Article 9 GROUP RESIDENTIAL PROJECTS

Sec. 9-1. Intent.

The intent of this Article is to provide a means to permit two (2) or more detached buildings for residential purposes to be placed on the same parcel or lot of land in any R-1T, R-2, R-3, R-4 or R-5 zone, if approved as a Group Residential Project as provided herein, and to allow slight variations from the requirements of the zone in which it is located only as specifically provided herein.

(Code 1983, § 9-1; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 49-2012 , § 1, 4-26-2012; Ord. No. 166-2017 , § 4(9-1), 11-16-2017)

Sec. 9-2. Where required.

Any development in an R-1T, R-2, R-3, R-4, or R-5 zone, which proposes two (2) or more detached buildings for residential purposes on the same lot or parcel, shall be considered a Group Residential Project, and shall conform to the provisions of this Article.

(Code 1983, § 9-2; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 49-2012 , § 2, 4-26-2012; Ord. No. 166-2017 , § 4(9-2), 11-16-2017)

Sec. 9-3. Permitted uses.

The permitted uses shall be those principal and accessory uses listed in Article 8 for the zone in which the Group Residential Project is located. All other uses are prohibited, except that:

- (a) Schools for academic instruction;
- (b) Places of religious assembly;
- (c) Canteens of less than five hundred (500) square feet in size for the sale of sundries and other incidental items to residents of the Project;
- (d) A sales or rental office of less than one thousand, two hundred (1,200) square feet in size, where contracts or leases can be obtained or executed;
- (e) Up to two (2) clubhouses for each Project; and
- (f) Recreational facilities, with or without game rooms and/or one (1) indoor theater;

shall be permitted in a project approved by the Commission.

Single-family detached units permitted under the R-2, R-3, and R-4 zones, with the exception of the Cottage House Project as defined in Article 9-8, are also prohibited from construction under the provisions of this Article. Such uses shall follow the requirements for subdividing, as required for single-family residential zones.

(Code 1983, § 9-3; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 159-94 , § 1, 8-25-1994; Ord. No. 49-2012 , § 3, 4-26-2012; Ord. No. 166-2017 , § 4(9-3), 11-16-2017)

Sec. 9-4. Detached buildings defined.

For the purposes of this Article, the term "detached buildings for residential purposes" shall be defined as single-family, two-family, or multifamily residential buildings, including ranch, motel or garden design types; townhouses; apartment buildings butted against each other; or apartment buildings connected by an open

breezeway or similar connection. Buildings connected by breezeways or similar connections shall be considered to be detached buildings rather than one (1) building. Ranch, motel, garden, butted buildings or other design types may be counted as single detached buildings, as long as they do not exceed two hundred (200) feet in length; and buildings exceeding this length shall be considered as two (2) or more detached buildings, and shall be permitted only in Group Residential Projects.

(Code 1983, § 9-4; Ord. No. 263-83, § 1, 12-15-1983; Ord. No. 166-2017, § 4(9-4), 11-16-2017)

Sec. 9-5. Review and approval.

The Division of Planning may approve site plans for a zoning compliance permit, after which the Division of Building Inspection may issue permits for the construction of a Group Residential Project on a lot of five (5) acres or less; provided the proposed Project meets the requirements set forth under Section 9-6. The Planning Commission shall review all other Group Residential Projects on lots of more than five (5) acres within ninety (90) days of their filing with the Division of Planning, unless the applicant agrees to a longer period. Projects of five (5) acres or less may also be submitted to the Commission. Regardless of the size, the Commission may only approve those Projects which meet the requirements of Section 9-6. The following procedure shall be followed for approval of Group Residential Projects by the Commission:

- (a) *Development Plan Required.* The Commission shall require a final development plan containing the information as required by Article 21; and, in addition, specifying the number and type of dwelling units for each building and use of other structures. The Commission shall review the plan for provision of safe, convenient, efficient and harmonious groupings of buildings in relation to their intended use; transportation and utilities in relation to the buildings served and general circulation needs; open space in relation to needs of the occupants; and for conformance to any other necessary requirements. The Project shall be planned to properly blend with all surrounding property.
- (b) *Public Hearing Required.* The Commission shall advertise and hold a public hearing before proceeding to postpone, approve, conditionally approve or disapprove the plan for a Group Residential Project. Amendments to the plan shall follow the same procedure as provided in Section 21-7.
- (c) *Certification of Approval.* The certification of approval for a Group Residential Project development plan shall be as provided in Section 21-4(d).
- (d) *Permits Required.* After certification by the Secretary of the Commission, the Divisions of Planning and Building Inspection may issue permits in conformance with the approved plan upon receipt of a certified copy of the plan.

(Code 1983, § 9-5; Ord. No. 263-83, § 1, 12-15-1983; Ord. No. 122-2011, § 17, 9-29-2011; Ord. No. 49-2012, § 4, 4-26-2012; Ord. No. 166-2017, § 4(9-5), 11-16-2017)

Sec. 9-6. Group residential projects minimum design standards.

All Group Residential Projects, with the exception of Cottage Housing Projects, shall conform to the following minimum design standards:

- (a) *Size.* The parcel or lot on which the Project is located shall not be less than the minimum lot area for the zone in which it is located.
- (b) *Maximum Floor Area Ratio and Lot Coverage.* For Projects in the R-3, R-4 or R-5 zone, the total floor area of all buildings shall not exceed the maximum floor area permitted in the zone in which the Project is located, unless specific permission is given by the Commission to exceed said permitted floor area by not more than one percent (1%) for each one percent (1%) of additional usable open space that is provided over the minimum required by Subsection (h) of this section. In any case, the

maximum floor area shall not exceed, by more than ten percent (10%), the maximum floor area otherwise permitted in the zone. The maximum lot coverage shall be as provided in the zone in which the Project is located. For Projects located in the R-1T zone, the total lot coverage shall not exceed twenty-five percent (25%) There shall be no maximum floor area ratio for Group Residential Projects in the R-1T or R-2 zone.

(c) *Yard requirements.* The minimum width of required yards shall be as follows:

- (1) *Front Yard.* Frontage along any public or private street shall constitute a front yard, and more than one (1) may be designated for each Project, as appropriate. The front yard shall be established as follows:

Zone	Minimum Distance
R-1T	10 feet
<u>R-2</u>	<u>10 Feet</u>
R-3	20 feet
R-4	20 feet
R-5	20 feet

- (2) *Project Exterior Yard.* The Project exterior yard shall be established along the outside boundary of the property, except where a front yard has been established as required in Subsection (c)(1) of this section. Where a Project exterior yard is required, the distance between principal buildings and the outside boundary of the property upon which the Project is located shall not be less than the height of the building, nor twenty (20) feet, whichever is less. Where the wall of any principal building is not parallel to the outside boundary of the property or is broken or otherwise irregular, the average distance shall not be less than as specified above. At no point shall such distance be less than fifteen (15) feet.

- (3) *Distances Required Between Buildings.* The distances between principal buildings shall not be less than the required side yard in the zone in which the Project is located. Where the walls of the buildings are not parallel, or are broken or otherwise irregular, the average distance between the principal buildings shall not be less than as specified above, and shall at no point be less than one-half (½) the required side yard for the zone in which the Project is located.

- (d) *Proximity to Drive.* A part of every residential building shall not be farther than one hundred sixty (160) feet from an access roadway or drive providing vehicular access from a public street. Residential buildings shall not be closer than five (5) feet to any access roadway or drive.

- (e) *Maximum Height.* The maximum height of nonresidential buildings within a Project shall be thirty-five (35) feet. The maximum height of residential or mixed use buildings within a Project shall be as follows:

Zone	Maximum Height
R-1T	35 feet
<u>R-2</u>	<u>40 feet</u>
R-3	40 feet
R-4	60 feet
R-5	80 feet

- (f) *Parking Area.* As for the zone in which it is located (See Articles 16 and 18 for additional parking regulations).

-
- (g) *Service Areas.* Proper open spaces shall be devoted to service needs of the Project, including, among others, refuse collection areas and equipment service areas.
 - (h) *Open Space.* See Article 20 for open space regulations.
 - (i) *Private Streets.* Private streets may be permitted by the Commission. Plans containing private streets shall conform to the requirements of the Subdivision Regulations concerning private streets.
 - (j) *Maintenance of Common Spaces.* Where the design of the Group Residential Project indicates a need or desire to subdivide property and to provide for common spaces, a Home Owners' Association, or other mechanism for the provision of maintenance, improvement, and operations for all common spaces, including streets; parking areas; open space, etc.; shall be required to be established by the applicant. The applicant's responsibility to create such a mechanism shall be noted on the development plan of the Group Residential Project. A requirement that each property owner be individually responsible for maintenance of the common space abutting the lot shall not be considered as acceptable for fulfilling the requirements of this section.
 - (k) *Other Requirements.* Except as modified herein, the Project shall conform to the requirements of this Zoning Ordinance for the zone in which it is located.

(Code 1983, § 9-6; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 153-87 , § 1, 7-9-1987; Ord. No. 122-2011 , § 18, 9-29-2011; Ord. No. 49-2012 , § 5, 4-26-2012; Ord. No. 166-2017 , § 4(9-6), 11-16-2017; Ord. No. 113-2022 , § 8, 10-27-2022; Ord. No. 004-2023 , § 26, 1-31-2023)

Sec. 9-7. Group residential projects in the infill and redevelopment area.

Projects in the Infill and Redevelopment Area shall follow the same procedures set out as provided in Sections 9-5 and 9-6 herein for Group Residential Projects, except that such Projects may utilize the following alternative minimum design standards:

- (a) *Provisions of the Underlying Zone.* Projects in the Infill and Redevelopment Area may choose to comply in whole with the height; front, rear and side yard setbacks; and parking requirements as for the underlying zone rather than with Sections 9-6(b) through 9-6(f) above.
- (b) *Bonus Floor Area.* The maximum floor area shall not exceed one hundred twenty-five percent (125%) of the otherwise permitted maximum floor area in the zone in which the Project is located, provided the required usable open space has not been granted a dimensional variance. Any Project that proposes a total floor area of more than one hundred percent (100%) of that permitted in the zone in which the Project is located, shall require that notice be provided to all property owners within four hundred (400) feet of the site, as outlined in Section 6-4(b) herein prior to Planning Commission consideration.
- (c) *Open Space Reductions.* Where proposed dwelling unit entrances or other applicable building entrances are located within ¼ mile (1,320 feet) walking distance along a walkable route of an existing LFUCG park, the minimum required useable open space shall be reduced by fifty percent (50%).
- (d) *Front Yard Averaging.* The front yard may be averaged as permitted in Section 15-2(a)(1) only if the primary wall plane of the building is parallel to the public or private street.

Sec. 9-8. Cottage Housing Project.

- (a) Review and approval. Development Plan Required. The Commission shall require an approved final development plan containing the information as required by Article 21; and, in addition, specifying the number and type of dwelling units for each building and use of other structures. The Commission shall review the plan for provision of safe, convenient, efficient and harmonious groupings of buildings in relation to their intended use; transportation and utilities in relation to the buildings served and general circulation needs; open space in relation to needs of the occupants; and for conformance to any other necessary requirements. The Project shall be planned to properly blend with all surrounding property.
- (b) Project Site Requirements:
 - 1. Minimum Project Size – Twenty thousand (20,000) square feet
 - 2. Minimum Density – four (4) detached single family dwelling units per 20,000 square feet; eight (8) attached single family dwelling units per 20,000 square feet
 - 3. Minimum Project Lot Frontage – Thirty (30) feet
 - 4. Minimum Project setbacks
 - i. Side Yard - Five (5) feet
 - ii. Front Yard Setback – Ten (10) feet
 - iii. Rear Yard Setback – Ten (10) feet
 - 5. Cottage Housing Shared Open Space
 - i. Shall be centrally located to the cottage house project
 - ii. Shall be a minimum of four hundred (400) square feet per cottage
 - iii. Abut at least 50% of cottages in a cottage housing development

iv. Have cottages on at least two sides

(c). Cottage Requirements:

1. Cottages shall be oriented around and have the primary entrance from the shared open space.
2. Cottages shall be sited to avoid the rear of the building facing a street (other than an alley) to the greatest extent practicable.
3. Cottages shall be within sixty (60) feet walking distance of the shared open space.
4. A minimum distance between structures shall be ten (10) feet, including accessory structures
5. Cottages shall have a roofed porch with a minimum dimension of eight (8) feet on any side
6. Minimum Lot Frontage – No Limitation
7. Maximum Cottage Size – 1,500 square feet
8. Minimum Lot Size – No Limitation
9. Minimum yard requirements – No Limitation.

(d). Parking Requirements: Per Article 16 and Article 18

(Code 1983, § 9-7; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 49-2012 , § 6, 4-26-2012; Ord. No. 166-2017 , § 4(9-7), 11-16-2017; Ord. No. 004-2023 , § 27, 1-31-2023)

Sec. 8-16. Neighborhood Business (B-1) Zone.

- (a) *Intent.* The intent of this zone is to accommodate neighborhood shopping facilities to serve the needs of the surrounding residential area. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. This zone should be oriented to support and enhance a residential neighborhood. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.
- (b) *Principal Uses.* (Other uses substantially similar to those listed herein shall also be deemed permitted.)
1. Retail sales (except as prohibited herein) and production of goods, provided such goods are only for retail sale on the premises and where there is no generation of dust, odors, noise, vibration, or electrical interference or fluctuation perceptible beyond the property line.
 2. Professional services (except as prohibited herein). Banks, credit agencies, security and commodity brokers and exchanges, credit institutions, savings and loan companies, holding and investment companies.
 32. Offices for business, professional, governmental, civic, social, fraternal, political, religious and charitable organizations, including, but not limited to, real estate sales offices.
 3. ~~Research development and testing laboratories or centers.~~
 4. Schools for academic instruction, business colleges, technical or trade schools or institutions, and studios for work or teaching of fine arts, such as photography; music; drama; dance and theater.
 5. Libraries, museums, art galleries and reading rooms.
 6. Funeral ~~parlors~~ services (excluding crematorium services).
 7. Medical and dental offices, clinics and laboratories.
 8. ~~Telephone exchanges, radio and television studios.~~
 9. ~~Studios for work or teaching of fine arts, such as photography; music; drama; dance and theater.~~
 810. Community centers and private clubs.
 911. Nursing homes, personal care facilities, rehabilitation homes, and assisted living facilities.
 12. ~~Computer and data processing centers.~~
 13. ~~Ticket and travel agencies.~~
 1014. Kindergartens, nursery schools and childcare centers for four (4) or more children. An outdoor fenced and screened play area shall be provided, which shall contain not less than twenty-five (25) square feet per child.
 15. ~~Business colleges, technical or trade schools or institutions.~~
 16. ~~Rehabilitation homes; but only when more than five hundred (500) feet from a residential zone, school for academic instruction or a childcare center.~~
 1117. Establishments for the retail sale of food products, such as supermarkets; dairy, bakery, meat, beer, liquor, and wine and other food product stores; and provided that production of food products is permitted only for retail sale on the premises.
 1218. Eating and drinking establishments Restaurants, neighborhood breweries, and brew-pubs, except as prohibited under Subsection (e)(14) and (15) of this section, which offer no live entertainment ~~or dancing.~~

~~1319. Establishments for the retail sale of merchandise, including: clothing, shoes, fabrics, yard goods; fixtures, furnishings, and appliances, such as floor covering, radios, TV, phonograph products and other visual and sound reproduction or transmitting equipment; furniture; kitchen and laundry equipment; glassware and china; and other establishments for the retail sale of hardware and wallpaper, lawn care products, paint and other interior or exterior care products, hobby items, toys, gifts, antiques, newspapers and magazines, stationery and books, flowers, music, cameras, jewelry and luggage, business supplies and machines; sporting goods and recreational equipment; prescription and non-prescription medicines and medical supplies.~~

~~20. Beauty shops and barber shops.~~

~~21. Shoe repair, clothing alterations and tailoring services.~~

~~1422. Self-service laundry or laundry pick-up stations, including clothes cleaning establishments of not more than forty (40) pounds capacity and using a closed-system process.~~

~~1523. Automobile service stations, provided such use conforms to all requirements of Article 16. Automobile service stations, provided such use conforms to all requirements of Article 16, which:~~

~~(a) Had on file with the Lexington-Fayette Urban County Government an application for a business license or certificate of occupancy prior to MONTH DAY, 2024, and~~

~~(b) Shall not expand the number of vehicular locations for refueling beyond 8, unless previously approved for a greater number.~~

~~1624. Parking structures; provided such use conforms to the conditions of Article 16, and provided that at least twenty-five percent (25%) of the first floor is occupied by another permitted use or uses in the B-1 zone.~~

~~25. Repair of household appliances.~~

~~26. Retail sale of plant nursery or greenhouse products, except as prohibited herein.~~

~~1727. Miniature golf or putting courses.~~

~~28. Quick copy services utilizing xerographic or similar processes, but not utilizing offset printing methods.~~

~~1829. Carnivals, special events, festivals, or concerts on a temporary basis; and upon issuance of a permit by the Divisions of Planning and Building Inspection, which may restrict the permit in terms of time, parking, access, or in other ways to protect public health, safety, or welfare; or deny such if public health, safety, or welfare is adversely affected. A carnival, special events, festivals, or concerts may not displace more than twenty-five percent (25%) of the minimum required parking for the site it occupies.~~

~~1930. Television and radio studios, and indoor theaters, limited to three (3) screens or stages.~~

~~2031. Rental of equipment whose retail sale would be permitted in the B-1 zone.~~

~~2132. Dwelling units, provided a portion of the building the units are not located on the first floor of a structure; and provided that at least the first floor is occupied by another permitted use or uses in the B-1 zone, with no mixing of other permitted uses and dwelling units on any floor.~~

~~2233. Arcades, including pinball and electronic games.~~

~~2334. Pawnshops, which:~~

- ~~(1) Were in operation prior to August 31, 1990 and in compliance with the provisions of KRS 226.010 et seq. and Code of Ordinances, Sections 13-52 and 13-53; or~~
- ~~(2) Had on file with the Lexington-Fayette Urban County Government, prior to August 31, 1990, an application for a business license or certificate of occupancy.~~

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- ~~2435.~~ Athletic club facilities.
- ~~2536.~~ Banquet facilities.
- ~~2637.~~ Adult day care centers.
- ~~38. Animal grooming facilities.~~
- ~~39. Mail service facilities.~~
- ~~40. Tattoo parlors.~~
- ~~2741.~~ Form-based neighborhood business project, as per Subsection (o)(3) of this section.
- ~~2842.~~ Day shelters.
- ~~2943.~~ Urban agriculture, commercial farm markets and market gardens.
- ~~3044.~~ Establishments primarily engaged in agricultural sales and services, but only when located within five hundred (500) feet of an Agricultural Rural (A-R) zone.
- ~~3145.~~ Ecotourism activities to include hiking, bicycling and equine trails; recreational outfitters, and canoeing and kayaking launch sites.
- ~~3246.~~ Places of religious assembly.
- ~~3347.~~ Offices of veterinarians, animal hospitals or clinics, animal grooming and/or training, provided that:
- All exterior walls are completely soundproofed;
 - Animal pens are located completely within the principal building; and
 - Boarding is limited to only animals receiving medical treatment.
- ~~34. Artisan Manufacturing.~~
- ~~35. Parks.~~
- ~~3648.~~ Un-Hosted Short Term Rentals, as regulated in Section 3-13 of the Zoning Ordinance.
- (c) *Accessory Uses.* (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)
- Parking areas or structures.
 - ~~One (1) dwelling unit for owners, operators, or employees of a permitted use, provided that such dwelling unit shall be a part of the building and located above or to the rear of such permitted uses.~~
 - Warehousing, wholesaling, and storage, excluding outdoor storage; and provided that no building for such accessory use shall have openings other than stationary windows or solid pedestrian doors within one hundred (100) feet of any residential zone.
 - The sale of malt beverages, wine or alcoholic beverages, when accessory to a restaurant permitted under Subsection (b)3. Such accessory use shall not devote more than twenty-five percent (25%) of its public floor area primarily to the preparation and service of such beverages, nor provide any separate outside entrances or separate identification signs for those areas.
 - Satellite dish antennas, as further regulated by Section 15-8.
 - ~~One or two (2) pool or billiard tables within an establishment.~~
 - Sidewalk cafes, when accessory to any permitted restaurant.
 - Retail sale of liquid propane (limited to twenty pound (20 lb.) containers), when accessory to the retail sale of merchandise or an automobile service station permitted under Subsection (b) of this section.

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- ~~79.~~ Indoor live entertainment and/or dancing, when accessory to a restaurant, brew-pub or banquet facility; but only when located more than one hundred (100) feet from a residential zone.
- ~~810.~~ ~~Drive-through facilities~~ Drive-up window for the sale of goods or products, or the provision of services otherwise permitted herein, ~~when approved by the Planning Commission on a development plan, and when the parcel has lot frontage along an arterial or collector roadway.~~
- ~~910.~~ Drive through facilities for the sale of goods or products, or provision of services otherwise permitted herein, which:
- (a) Were in operation or had a certified final development or a site plan approved by the Board of Adjustment prior to MONTH DAY, 2024 and shall be subject to the conditions established by the Board of Adjustment or Planning Commission at the time of the most recent approval.
- (b) Modification of existing drive through facilities as described in 8-16 (c)(10)(a) shall be allowed, subject to a final development plan.
- ~~1011.~~ Hosted Short Term Rentals, as regulated in Section 3-13 of the Zoning Ordinance.
- (d) *Conditional Uses.* (Permitted only with Board of Adjustment approval.)
- ~~1.~~ ~~Self-service car washes, provided that surface water from such establishments shall not drain onto adjacent property, and that adequate on-site storage lanes and parking facilities shall be provided so that no public way shall be used for such purposes.~~
- ~~2.~~ ~~The rental of trucks (single rear axle: Twenty-eight (28) feet maximum overall length), trailers and related items in conjunction with the operation of an automobile service station, provided that the service station abuts a state or federal highway. No more than five (5) trucks shall be stored for longer than forty-eight (48) hours on any service station. A site plan shall be submitted for the approval of the Board of Adjustment for the continued control of such activity and shall show the entire property, buildings, signs, parking and location of the proposed storage area.~~
- ~~3.~~ ~~A restaurant or brew-pub, without live entertainment or dancing, which devotes more than twenty-five percent (25%) of its public floor area primarily to the preparation and service of malt beverages, wine or alcoholic beverages.~~
14. Outdoor live entertainment ~~and/or dancing, cocktail lounges~~ or nightclubs, unless prohibited under Subsections (e)(14) and (15) of this section. Such uses shall be located at least one hundred (100) feet from any residential zone; and indoor uses shall be sound-proofed to the maximum extent feasible by using existing technology, with noise or other emissions not creating a nuisance to the surrounding neighborhood. The Board may also impose time restrictions to minimize nuisance to the surrounding neighborhood.
25. Indoor live entertainment ~~and/or dancing~~, when accessory to an eating and drinking establishment restaurant, brew-pub, neighborhood brewery or banquet facility; but only when located closer than one hundred (100) feet from a residential zone.
- ~~6.~~ ~~Upholstery shop.~~
37. Mining of non-metallic minerals, but only when the proposal complies with the requirements of the Mining/Quarrying Ordinance (Code of Ordinances #252-91) and the conditions and requirements as set forth therein. The Board of Adjustment shall specifically consider and be able to find:
- a. That the proposed use will not constitute a public nuisance by creating excessive noise, odor, traffic, dust, or damage to the environment or surrounding properties;
- b. That a reasonable degree of reclamation and proper drainage control is feasible; and

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- c. That the owner and/or applicant has not had a permit revoked or bond or other security forfeited for failure to comply with any federal, state or local laws, regulations or conditions, including land reclamation, pertaining to the proposed use.
- ~~8. Gasoline pumps available to the public without an employee on site, provided a plan is approved by the Board of Adjustment for periodic inspection of the site by an employee for the following purposes:~~
- ~~a. To check all operating equipment;~~
 - ~~b. To check fire suppression system(s);~~
 - ~~c. To check the condition of the fire alarm(s);~~
 - ~~d. To check for indications of fuel leaks and spillage;~~
 - ~~e. To remove trash from the site;~~
 - ~~f. To monitor the general condition of the site.~~
- ~~9. Rehabilitation homes, but only when located closer than five hundred (500) feet from a residential zone, school for academic instruction or a childcare center.~~
410. Temporary structures designed for use or occupancy for sixty-one (61) to one hundred eighty (180) days per 12-month period on a single property, calculating said period by cumulative consideration of the use of any and all such structures on a single property.
- ~~11. Circuses, provided all structures are located not less than two hundred (200) feet from any residential zone; and further provided that all structures for housing animals shall be two hundred (200) feet from any residential zone, residential use, school, hospital, nursing or rest home. A circus may not displace more than twenty five percent (25%) of the minimum required parking for the site it occupies.~~
- ~~12. Automobile and vehicle refueling stations, provided such uses conform to all requirements of Article 16.~~
- ~~13. Extended stay hotels.~~
- ~~14. Parking lots, provided such use conforms to the conditions of Article 16.~~
- ~~15.~~ Drive-through facilities for the sale of goods or products, or the provision of services otherwise permitted herein, except as accessory uses herein, and meets the following requirements:
- a. The parcel has lot frontage along an arterial or collector roadway; or
 - b. The parcel is part of a project with an approved final development plan which has lot frontage along an arterial or collector roadway; and
 - c. The parcel or project complies with 8-20(l) of the Zoning Ordinance
6. Drive-up window for the sale of goods or products, or the provision of services otherwise permitted and the parcel has lot frontage along a local roadway.
- ~~16.~~ Ecotourism activities to include zip line trails; tree canopy tours; fishing clubs; botanical gardens; nature preserves; and seasonal activities.
- ~~17. Recreation vehicle and trailer campgrounds, but only when located within five hundred (500) feet of an interstate interchange.~~
- ~~18. Hunting clubs, but only when located more than five hundred (500) feet from a residential zone.~~
819. Country inns, but only when located within five hundred (500) feet of an Agricultural Rural (A-R) zone.
9. Micro-distilleries subject to the following requirements:

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- a. Production shall be limited to 10,000 gallons of distillate annually;
 - b. Distilling operations shall occur within a structure; and
 - c. There shall be an associated retail component or eating and drinking establishment.

The Board of Adjustment shall consider the following:

- a. A proposed operations plan for production and storage of distillate;
- b. A proposed operations plan for stillage; and
- c. The impact of truck traffic on adjacent roadways.

- (e) *Prohibited Uses.* (All uses other than those listed as principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)
1. Establishments primarily engaged in agricultural sales and services, except as permitted herein.
 2. Warehouses, as well as storage uses, except as accessory uses herein.
 3. Shops of special trade and general contractors, such as plumbing; heating; carpentry; masonry; plastering; painting; metal work; printing; electrical; sign painting; tile, mosaic and terrazzo work; electroplating; drilling; excavating; wrecking; construction; and paving. This is not intended to prohibit the administrative offices of such.
 4. ~~Truck terminals and freight yards; transfer stations Manufacturing, compounding, assembling, bottling, processing and packaging and other industrial uses for sale or distribution other than as retail on the premises.~~
 5. ~~Manufacturing, compounding, assembling, bottling, processing and packaging, and other industrial uses for sale or distribution other than as retail on the premises Truck terminals and freight yards; transfer stations.~~
 6. Amusement enterprises, such as outdoor theaters; automobile racing; horse racing.
 7. Kennels, outdoor runways, or pens for animals.
 8. Establishments engaged in the display, rental, sales, service and major repair of automobiles, repair of motorcycles, boats, trucks, travel trailers, farm implements, contractors' equipment, mobile homes, and establishments primarily engaged in the sale of supplies and parts for any of the above-mentioned vehicles or equipment, except as permitted herein.
 9. Establishments for cleaning, dyeing, laundering and the like, other than self-service and pickup stations, except for clothes cleaning establishments of not more than forty (40) pounds capacity and using a closed-system process.
 10. Dwellings, except as permitted herein.
 11. Hotel or motel, boardinghouse.
 12. Wholesale establishments.
 13. ~~Greenhouses, nurseries, and~~ hatcheries.
 14. Establishments offering live entertainment in which a person simulates any sexual act or in which a person is unclothed, or in such attire, costume, or clothing as to expose to view any portion of the female breast below the top of the areola, the male or female genitalia, or the buttocks.

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15. Establishments at which any employee is unclothed or in the attire, costume or clothing described above, or is clothed in such a manner as to simulate the breast, genitalia, buttocks, or any portion thereof.
 16. Establishments having as a substantial or significant portion of their stock in trade for sale, rent or display: pictures, books, periodicals, magazines, appliances and similar material, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to such sexual activities as:
 - (a) Depiction of human genitals in a state of sexual stimulation or arousal;
 - (b) Acts of human masturbation, sexual intercourse or sodomy; or
 - (c) Holding or other erotic touching of human genitals, pubic region, buttocks or breasts.
 17. Indoor motion picture theaters having as a substantial or significant portion of their use the presentation of material having as a dominant theme or characterized or distinguished by an emphasis on matter depicting, describing or relating to such sexual activities as:
 - (a) Depiction of human genitals in a state of sexual stimulation or arousal;
 - (b) Acts of human masturbation, sexual intercourse or sodomy; or
 - (c) Holding or other erotic touching of human genitals, pubic region, buttocks or breasts.
 18. Above- or below-ground storage of any flammable material in gaseous form, including compressed natural gas.
 19. Pawnshops, except as permitted herein.

~~20. Pool or billiard halls.~~

~~20~~21. Hospitals.

~~21~~22. Ecotourism activities, except as permitted herein.

~~22. Automobile service station, automobile and vehicle refueling, and gas pumps, except as permitted herein.~~

~~23. Outdoor storage.~~

Lot, Yard, and Height Requirements. (See Articles 3 and 15 for additional regulations.)

- (f) *Minimum Lot Size.* No limitation.
- (g) *Minimum Lot Frontage.* No limitation.
- (h) *Minimum and Maximum Front Yard.*
 - a. Minimum: ~~Five Ten~~ (510) feet.
 - b. Maximum: Twenty (20) feet.
- (i) *Minimum Each Side Yard.* No limitation.
- (j) *Minimum Rear Yard.* No limitation.
- (k) *Minimum Open Space.* See Article 20 for open space regulations.
- (l) *Maximum Lot Coverage.* No limitation.
- (m) *Maximum Height of Building.* ~~Thirty-five~~ Four stories or sixty (60-35) feet, whichever is less, except as permitted in Subsection (o)(3) of this section.
- (n) *Off-Street Parking.* (See Articles 16 and 18 for additional parking regulations.)

No minimum requirements.

Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.

(o) *Special Provisions.*

1. ~~Except for the form-based neighborhood business project, n~~No building to be used principally as a single use or establishment shall exceed 40,000 square feet in floor area, excluding parking structures, unless approved by the Planning Commission prior to December 10, 2013 for at least 40,000 square feet in size. No such structure may exceed 60,000 square feet in size, in any event.
2. A form-based neighborhood business project may be approved by the Planning Commission on any site over ~~one (1) acre~~ twenty thousand (20,000) square feet in size. For any such project, a final development plan shall be approved by the Planning Commission prior to issuance of any building permit. The lot, yard, height and setback requirements will be those established by the Commission on the approved development plan, rather than those stated above. In addition to the development plan, an applicant seeking approval of a form-based neighborhood business project shall be required to submit an area character and context study prepared by an architect or urban design professional.

The study will document the architectural style and urban design ~~character~~ of the area neighborhood. It shall demonstrate, through the use of renderings, elevations and similar graphic materials, how the proposed project will enhance and complement the architectural style, urban design features, building scale, and massing of the neighborhood area's character. It will also show its integration with the surrounding neighborhood by using positive design features, such as transitional elements; supplemental enhanced landscaping; provision of public space and open space buffers; and improved pedestrian accommodations. These drawings exhibits shall be made a part of the Commission's approval, and building permits shall comply with the approved drawings exhibits. A form-based neighborhood business project shall not be subject to the square footage limitation of 8-16(o)(1) above.

(Code 1983, 8-16; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 207-84 , §§ 1—3, 11-15-1984; Ord. No. 241-85 , §§ 1, 2, 11-21-1985; Ord. No. 89-86 , § 16, 5-29-1986; Ord. No. 73-87 , § 1, 4-30-1987; Ord. No. 153-87 , § 1, 7-9-1987; Ord. No. 123-90 , § 1, 6-14-1990; Ord. No. 152-91 , §§ 2, 4, 7-18-1991; Ord. No. 30-92 , § 9, 3-3-1992; Ord. No. 213-94 , § 5, 1-20-1994; Ord. No. 30-95 , § 1, 2-9-1995; Ord. No. 292-95 , § 1, 12-7-1995; Ord. No. 85-96 , § 3, 5-30-1996; Ord. No. 222-98 , § 1, 8-27-1998; Ord. No. 226-98 , § 1, 8-27-1998; Ord. No. 147-2000 , § 1, 6-1-2000; Ord. No. 62-2003 , § 1, 3-20-2003; Ord. No. 43-2004 , § 1, 3-4-2004; Ord. No. 203-2004 , § 1, 8-26-2004; Ord. No. 240-2007 , §§ 2, 3, 11-1-2007; Ord. No. 129-2009 , §§ 18—20, 7-2-2009; Ord. No. 99-2011 , § 4, 8-25-2011; Ord. No. 100-2011 , §§ 2, 3, 8-25-2011; Ord. No. 122-2011 , § 16, 9-29-2011; Ord. No. 138-2012 , § 2, 11-15-2012; Ord. No. 3-2013 , § 1, 1-17-2013; Ord. No. 5-2013 , § 2, 1-31-2013; Ord. No. 129-2013 , § 2, 10-24-2013; Ord. No. 155-2013 , § 2, 12-10-2013; Ord. No. 68-2015 , § 1(8-16), 6-18-2015; Ord. No. 137-2016 , § 2(8-16), 7-7-2016; Ord. No. 22-2017 , § 3(8-16), 3-2-2017; Ord. No. 166-2017 , § 3(8-16), 11-16-2017; Ord. No. 84-2020 , § 2, 9-3-2020; Ord. No. 113-2022 , § 3, 6, 10-27-2022; Ord. No. 004-2023 , § 17, 1-31-2023; Ord. No. 020-2023 , § 10, 3-9-2023)

Sec. 8-20. **Highway-Service Corridor Business (B-3) Zone.**

- (a) *Intent.* The intent of this zone is to provide for retail and commercial uses, which are necessary to the economic vitality of the community but may be inappropriate in the more neighborhood oriented zones. Development in this zone should front on an arterial or major collector roadway and should serve the needs of the broader Lexington community. Consideration should be given to the relationship of the uses in the zone to the surrounding land uses and to the adequacy of the street system to serve the traffic needs. Developments should avoid nuisance impacts of light, air, and sound that may be caused on adjacent neighborhoods. Where necessary, developments should include service roads to reduce the impact on highway movement, while also providing appropriate frontage to meet the needs of businesses. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.
- (b) *Principal Uses.* (Other uses substantially similar to those listed herein shall also be deemed permitted.)
1. Principal permitted uses in the B-1 zone, except for as modified herein.
 2. Establishments and lots for the display, rental, and sale, service, and minor repair of farm equipment, contractor equipment, automobiles, motorcycles, trucks, boats, travel trailers, mobile homes, or supplies for such items. Such establishments shall be a minimum distance of two thousand five hundred (2,500) feet from the property line of another existing establishment of the described above.
 - a. Such uses shall be located along an arterial roadway or a service road that accesses an arterial roadway.
 - b. Where multiple such uses are depicted on a final development plan the distance requirement shall be measured from the plan boundary identified.
 - ~~32.~~ Automobile service stations, subject to the conditions of Article 16, provided that they meet the following criteria:
 - a. Automobile service stations shall be a minimum distance of one thousand (1,000) feet from another station along the same street frontage. There shall be no more than two automobile service stations at the intersection of two or more roadways.
 - b. There shall be no outdoor amplified audio, except where required by Federal or State regulations.
 - c. There shall be no greater than sixteen (16) vehicular locations for refueling.
 - d. Fueling pump canopy shall not be utilized to meet the maximum front yard.
 - ~~43.~~ Restaurants, cocktail lounges ~~Eating and drinking establishments~~ and nightclubs, with entertainment, ~~dancing,~~ and/or sale of alcoholic beverages.
 - ~~54.~~ Car washing establishments, provided that surface water from such use shall not drain onto adjacent property or over a public sidewalk, and that adequate on-site storage lanes and parking facilities shall be provided so that no public way shall be used for such purposes.
 - ~~65.~~ Motel or hotel.
 - ~~76.~~ Indoor amusements, such as billiard or pool halls; ~~dancing halls;~~ skating rinks; miniature golf or putting courses; theaters or bowling alleys.
 - ~~87.~~ Self-service laundry, laundry pick-up station, or clothes cleaning establishments of not more than forty (40) pounds capacity and using a closed-system process.
 - ~~98.~~ Garden centers.

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- ~~109.~~ Kennels, animal hospitals or clinics, including offices of veterinarians, provided that such structures or uses, not including accessory parking areas, shall be at least one hundred (100) feet from any residential zone.
- ~~1110.~~ Drive-in restaurants, ~~provided that all outside food service areas shall be at least one hundred (100) feet from any residential zone.~~
- ~~11.~~ Establishments for the retail sale of merchandise as permitted in the B-1 zone, unless prohibited by Subsection (e) of this section.
12. Minor automobile and truck repair and service.
- ~~13.~~ Banks, credit agencies, security and commodity brokers and exchanges, credit institutions, savings and loan companies, holding and investment companies.
- ~~14.~~ Beauty shops and barber shops.
- ~~15.~~ Shoe repair, clothing alteration, tailoring services and tattoo parlors.
- ~~1316.~~ Carnivals, special events, festivals and concerts on a temporary basis, and upon issuance of a permit by the Divisions of Planning and of Building Inspection, which may restrict the permit in terms of time, parking, access or in other ways to protect public health, safety, or welfare; or deny such if public health, safety or welfare are adversely affected. ~~A carnival, special event, festival, or concert may not displace more than twenty-five percent (25%) of the minimum required parking for the site it occupies.~~
- ~~17.~~ Offices and medical clinics.
- ~~18.~~ Taxidermy establishments.
- ~~19.~~ Quick copy services utilizing xerographic or similar processes, but not utilizing offset printing methods.
- ~~20.~~ Business colleges, technical or trade schools or institutions.
- ~~21.~~ Schools for academic instruction.
- ~~1422.~~ Kindergartens, nursery schools and childcare centers, ~~where enrollment of children is sponsored and licensed by established places of religious assembly and non-profit community-based groups, and/or where enrollment may be limited to children of employees and staff of an office, business or commercial establishment which is located on or abutting the same lot as the proposed childcare facility.~~ An outdoor fenced and screened play area shall be provided in an area, located a minimum of ten (10) feet from a collector or arterial street, and shall contain not less than twenty-five (25) square feet per child.
- ~~23.~~ Pawnshops which:
- ~~(1) Were in operation prior to August 31, 1990, and in compliance with the provisions of KRS 226.010 et seq. and Code of Ordinances, Sections 13-52 and 13-53; or~~
- ~~(2) Had on file with the Lexington-Fayette Urban County Government, prior to August 31, 1990, an application for a business license or certificate of occupancy.~~
- ~~1524.~~ ~~Indoor athletic clubs and r~~ Recreational facilities.
- ~~1625.~~ Parking lots and structures.
- ~~1726.~~ Adult arcades, massage parlors, adult bookstores, adult video stores, adult cabarets, adult dancing establishments, adult entertainment establishments, and sexual entertainment centers, provided that none shall be located within a 500-foot radius of any agricultural or residential zone, any elementary or secondary school, any park attended by persons under eighteen (18) years of age, or within a 1,000-foot radius of any other similarly regulated adult business.

~~1827.~~ Commissaries for preparation of food for restaurant use.

~~1928.~~ Retail sale of automotive parts with storage and distribution of inventory to other local establishments under the same ownership, when such use is at least two hundred (200) feet from a residential zone.

~~2029.~~ Automobile and vehicle refueling stations, provided such uses conform to all requirements of Article 16.

~~2130.~~ Commercial farm markets and market gardens.

~~31. Banquet Facilities.~~

22. Hospitals.

23. Mobile Food Vendor Parks.

24. Multi-family dwelling, provided such uses conform to the provisions of Subsection (o)(3) of this section.

(c) *Accessory Uses.* (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Wholesale, warehouse, and storage facilities.

2. Parking areas and structures.

3. Swimming pools.

4. Newsstands and retail shops when accessory to a motel or hotel, provided there are no exterior entrances or signs visible from outside the structure in which they are located.

~~5. Not more than one (1) dwelling unit for owners, operators, or employees of a permitted use, provided that such dwelling unit shall be a part of and located above or to the rear of such permitted use.~~

~~56.~~ Major automobile and truck repair, when accessory to an establishment primarily engaged in the sale of automobiles and trucks.

~~67.~~ Drive-through facilities for sale of goods or products or provision of services otherwise permitted herein.

~~78.~~ Satellite dish antennas, as further regulated by Section 15-8.

~~89.~~ Pawnshops which are accessory to an establishment primarily engaged in the retail sale of jewelry. Not less than fifty percent (50%) of the gross revenue of such establishments shall come from the retail sale of jewelry.

~~949.~~ Micro-brewery, when accessory to a restaurant permitted herein; and shall be located at least one hundred (100) feet from a residential zone and shall be soundproofed to the maximum extent feasible by using existing technology, with noise or other emissions not creating a nuisance to the surrounding neighborhood.

~~1044.~~ Retail sale of liquid propane (limited to twenty-pound (20 lb.) containers), when accessory to the retail sale of merchandise or an automobile service station permitted under Subsection (b) of this section.

11. Outdoor Storage and Sales.

(d) *Conditional Uses.* (Permitted only with Board of Adjustment approval.) Required conditions for any conditional use permitted herein shall be as follows:

(1) Any conditional use shall be located, in relationship to the arterial roadway system, so that the conditional use has a minimal effect on the adjoining streets and the surrounding uses.

(2) Any outdoor theater screen or illuminated scoreboard or other similar surface shall not be visible from any street for a distance of one thousand (1,000) feet from said structure.

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- (3) Entrances of ingress or egress, acceleration lanes, and deceleration lanes shall be provided in conformance with requirements as established by the Urban County Traffic Engineer.
1. Outdoor athletic facilities that would be compatible in a ~~Highway Service Corridor~~ Business (B-3) zone, such as a ~~football~~ stadium; ~~natoriums~~ swimming pools; ~~tennis~~ courts; ~~a soccer or polo field~~, and a ~~baseball~~ fields.
 2. Amusement parks, fairgrounds, or horse racing tracks, if all buildings are located not less than two hundred (200) feet from any residential zone; and further provided that all buildings for housing animals shall be two hundred (200) feet from any residential zone, residence, school, place of religious assembly, hospital, nursing home, or personal care facility.
 3. Outdoor theaters, provided that all facilities, other than highway access drives, are not less than one thousand (1,000) feet from any residential zone, residence, school, place of religious assembly hospital, nursing home, or personal care facility; and further provided that a vehicle storage area equal to thirty percent (30%) of the capacity of the theater be provided between the highway and theater ticket gate.
 4. Outdoor recreational facilities, including go-cart tracks; archery courts; skate-board and roller skating tracks; trampoline centers; rifle and other fire-arm ranges; swimming pools; water slides and other water-related recreational facilities, and other similar uses.
 5. Passenger transportation terminals.
 6. Pawnshops, except as permitted herein. Such establishments shall be a minimum distance of 2,500 feet from another existing establishment of the described.
 7. Mining of non-metallic minerals, but only when the proposal complies with the requirements of the Mining/Quarrying Ordinance (Code of Ordinances #252-91) and the conditions and requirements as set forth therein. The Board of Adjustment shall specifically consider and be able to find:
 - a. That the proposed use will not constitute a public nuisance by creating excessive noise, odor, traffic, dust, or damage to the environment or surrounding properties;
 - b. That a reasonable degree of reclamation and proper drainage control is feasible; and
 - c. That the owner and/or applicant has not had a permit revoked or bond or other security forfeited for failure to comply with any federal, state or local laws, regulations or conditions, including land reclamation, pertaining to the proposed use.
 8. Adult arcades, adult bookstores, adult video stores, adult cabarets, adult dancing establishments, adult entertainment establishments, and sexual entertainment centers, except as permitted herein, provided none shall be located within a 500-foot radius of any elementary or secondary school, any park attended by persons under eighteen (18) years of age, or within a 1,000-foot radius of any other similarly regulated adult business.
 - ~~9. —Places of religious assembly and Sunday schools.~~
 - ~~940.~~ The above- or below-ground storage of any flammable material in gaseous form, including compressed natural gas; except as permitted herein, or except in conformance with the Kentucky Building Code and all applicable fire safety codes. Except in association with an automobile and vehicle refueling station, total above-ground storage of gas is limited to six hundred (600) square feet. There may be no filling or re-filling of gas containers in this zone.
 - ~~1044.~~ Temporary structures designed for use or occupancy for sixty-one (61) to one hundred eighty (180) days per 12-month period on a single property, calculating said period by cumulative consideration of the use of any and all such structures on a single property.
 - ~~1142.~~ Circuses, provided all structures are located not less than two hundred (200) feet from any residential zone; and further provided that all structures for housing animals shall be two hundred (200) feet from

any residential zone, residential use, school, hospital, nursing home or rest home. ~~A circus may not displace more than twenty-five percent (25%) of the minimum required parking for the site it occupies.~~

~~1243.~~ Ecotourism activities to include campgrounds; commercial hiking, bicycling, equine and zip line trails; tree canopy trails; canoeing and kayaking launch sites; fishing and hunting clubs; botanical gardens; nature preserves; and seasonal activities.

13. Micro-Brewery, Micro-Distillery, or Winery.

(e) *Prohibited Uses.* (All uses other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)

1. The prohibited uses in the B-1 zone, items 1 through 54 (Sections 8-16(e)1 through 54).
2. Automobile, truck, ATV, motorcycle, bicycle motocross, or other vehicle or bicycle race tracks.
3. Establishments for cleaning, dyeing, and the like, except as permitted herein.
4. Dwellings, except as ~~accessory uses permitted~~ herein.
5. Major automobile and truck repair, except as permitted herein.
6. Boardinghouses.
7. Outdoor retail sale of merchandise, unless accessory to a permanent retail sales establishment that conducts most of its activities within a completely enclosed building or group of buildings.
8. The above- or below-ground storage of any flammable material in gaseous form, including compressed natural gas, except as permitted herein.
9. Hospitals.
10. Museums, including historic house museums.
11. Farm tours, hayrides, corn mazes, outdoor rodeos, riding stables, horse shows, fishing lakes, hunting or trapping, sportsmen's farms, and zoological gardens.

Lot, Yard, and Height Requirements. (See Articles 3 and 15 for additional regulations.)

(f) *Minimum Lot Size.* No limitation.

(g) *Minimum Lot Frontage.* Forty (40) feet.

(h) *Minimum Front Yard.* ~~Ten Twenty (1020)~~ feet. Maximum Front Yard for Corner Lots. Twenty (20) feet.

(i) *Minimum Each Side Yard.* No limitation, except as provided in Subsection (o) of this section.

(j) *Minimum Rear Yard.* ~~No limitation, except as provided in Subsection (o) of this section~~ Ten (10) feet.

(k) *Minimum Open Space.* See Article 20 for open space regulations (except as modified in Subsection (o) of this section).

(l) ~~Maximum~~ *Lot Coverage.* ~~No limitation.~~

1. Building lot coverage: Minimum 30% of total lot area, except where multiple lots are depicted on an approved Final Development Plan. The minimum building lot coverage in such cases shall be thirty (30%) percent of the approved area of all lots depicted.

2. Outdoor storage and sales lot coverage: Maximum 50% of all paved areas.

(m) *Maximum Height of Building.* Seventy-five (75) feet, except where a side or rear yard abuts a Professional Office or a Residential zone, then a 3:1 height to yard ratio.

(n) *Off-Street Parking.* (See Articles 16 and 18 for additional parking regulations.)

No minimum requirements.

Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.

(o) *Special Provisions.*

1. Landscape buffer areas shall be required as set forth in Article 18.
2. No building to be used principally as a single store selling food, produce, grocery items or general merchandise shall exceed eighty thousand (80,000) square feet in floor area unless:
 - a) Approved by the Planning Commission prior to April 27, 2000 for a larger area; or
 - b) The building is designed to meet the design guidelines for "big-box" retail establishments (Section 12-8), unless specific guidelines are waived by the Planning Commission through its approval of a final development plan.

3. Properties within areas identified by the Comprehensive Plan or an adopted Corridor Plan for transit oriented development (TOD) can utilize a density bonus by applying the provisions of Article 8-25. For any such project, a preliminary and final development plan shall be approved by the Planning Commission prior to issuance of any building permit.

(Code 1983, § 8-19; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 234-85 , §§ 1, 2, 11-12-1985; Ord. No. 89-86 , § 18, 5-29-1986; Ord. No. 152-91 , §§ 2, 4, 7-18-1991; Ord. No. 30-92 , § 11, 3-3-1992; Ord. No. 30-95 , § 1, 2-9-1995; Ord. No. 85-96 , § 3, 5-30-1996; Ord. No. 222-98 , § 1, 8-27-1998; Ord. No. 261-98 , § 1, 10-1-1998; Ord. No. 325-2000 , § 1, 11-9-2000; Ord. No. 217-2006 , § 1, 7-11-2006; Ord. No. 129-2009 , § 23, 7-2-2009; Ord. No. 99-2011 , § 6, 8-25-2011; Ord. No. 155-2013 , § 2, 12-10-2013; Ord. No. 137-2016 , § 2(8-19), 7-7-2016; Ord. No. 22-2017 , § 3(8-19), 3-2-2017; Ord. No. 166-2017 , § 3(8-19), 11-16-2017; Ord. No. 079-2022 , § 1, 8-30-22; Ord. No. 113-2022 , § 3, 10-27-2022; Ord. No. 004-2023 , § 21, 1-31-2023; Ord. No. 020-2023 , § 14, 3-9-2023)

Article 12 COMMERCIAL CENTER (B-6P) ZONE

Sec. 12-3. Principal permitted uses.

The principal permitted uses in a B-6P zone shall be as follows:

- (a) The principal permitted uses in the B-1 and P-1 zones.
- (b) Indoor theaters.
- (c) Parking lots and structures.
- (d) Offices of veterinarians, animal hospital or clinic, provided all exterior walls are completely soundproofed and all animal pens are completely within the principal building and used only for the medical treatment of small animals.
- (e) Self-service car wash, provided that such uses shall be located at least one hundred (100) feet from any residential zone; and that surface water from such establishment shall not drain onto adjacent property, and that adequate on-site storage lanes and parking facilities shall be provided so that no public way shall be used for such purposes.
- (f) Multifamily dwellings.
- (g) ~~Restaurants~~ Eating and drinking establishments, cocktail lounges, brew-pubs, nightclubs, and discotheques offering live entertainment and/or dancing, unless otherwise prohibited. Such uses shall be located at least one hundred (100) feet from any residential zone and shall be soundproofed to the maximum extent feasible by using existing technology, with noise emissions not creating a nuisance to the surrounding neighborhood.
- (h) Hotels, extended-stay hotels, and motels. Such uses shall only be permitted within a commercial center zone with a minimum of ten (10) acres.
- (i) Automobile service stations, subject to the conditions of Article 16, provided that they meet the following criteria:
 - a. There shall be no outdoor amplified audio, except where required by Federal or State regulations.
 - b. There shall be no greater than sixteen (16) vehicle locations for refueling.
 - c. Fueling pump canopy shall not be utilized to meet the maximum front yard.

(Code 1983, § 12-3; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 30-95 , § 1, 2-9-1995; Ord. No. 147-2000 , § 1, 6-1-2000; Ord. No. 203-2004 , § 1, 8-26-2004; Ord. No. 129-2009 , § 24, 7-2-2009; Ord. No. 155-2013 , § 3, 12-10-2013; Ord. No. 166-2017 , § 6(12-3), 11-16-2017; Ord. No. 5-2018 , § 1(12-3), 2-8-2018; Ord. No. 85-2018 , § 1, 11-1-2018)

Sec. 8-25. – Corridor Node (CN) Zone.

- (a) Intent. The intent of this zone is to encourage the development of high density residential and mixed-use centers that are designed to complement existing and future public transit. The provisions of this zone should produce compact, walkable, and sustainable developments. Such development should be located adjacent to areas where enhanced transit facilities are identified or feasible to promote the use of efficient transit. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.
- (b) Required Uses.
1. Multi-family dwelling units
 - a. Minimum density. Project shall include a minimum of thirty (30) dwelling units per acre of gross site area.
- (c) Principal Uses. (Other uses substantially similar to those listed herein shall also be deemed permitted.)
1. Multi-family dwelling units.
 2. The principal uses per the Neighborhood Business (B-1) zone (except as prohibited herein).
 3. Eating and drinking establishments, and nightclubs, with entertainment, and/or sale of alcoholic beverages.
 4. Hotels.
 5. Indoor amusements, such as billiard or pool halls; skating rinks; miniature golf or putting courses; theaters or bowling alleys.
 6. Kindergartens, nursery schools and childcare centers.
 7. Indoor recreational facilities.
 8. Passenger transportation terminals, or transfer stations.
 9. Stadium, convention center, and exposition facilities.
 10. Parking Structures.
 11. Hospitals.
- (d) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)
1. Wholesale, warehouse, and storage facilities.
 2. Parking structures.
 3. Swimming pools.
 4. Satellite dish antennas, as further regulated by Section 15-8.
 5. Electric Vehicle (EV) charging facilities located within a structured parking facility.
 6. Home based businesses.
- (e) Conditional Uses. (Permitted only with Board of Adjustment approval.) Required conditions for any conditional use permitted herein shall be as follows:
1. Micro-Brewery, Micro-Distillery, or Winery.
- (f) Prohibited Uses. (All uses other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)
1. Surface parking lots (except as permitted herein).

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2. Outdoor storage and sales.
 3. Establishments and lots for the display, rental, sale, service, and minor repair of farm equipment, contractor equipment, automobiles, motorcycles, trucks, boats, travel trailers, mobile homes, or supplies for such items.
 4. Automobile service stations.
 5. Car washing establishments.
 6. Garden centers.
 7. Kennels.
 8. Drive-through facilities or drive-up windows.
 9. Drive-in restaurants.
 10. Automobile and vehicle refueling stations.

(g) Provisions for multi-phase developments and timing.

1. Phased developments. When constructed in phases, final development plans may be approved for a structure or structures that would increase the total nonresidential floor area on the project to over 50% of the total nonresidential floor area on the project approved in the preliminary development plan, when either:
 - a. Construction has commenced on at least 50% of the total number of residential dwelling units on the site approved in the preliminary development plan; or
 - b. The structure or structures include both nonresidential and residential uses and its construction would bring the number of residential dwelling units on the site to at least 50% of the total number of residential dwelling units on the site approved in the preliminary development plan.

(h) Minimum Project size: one and a half (1.5) acres.

(i) Minimum Lot Size: No minimum.

(j) Floor area ratio (FAR).

1. Minimum FAR: 2.0
2. Maximum FAR: 3.5
3. Floor area ratio calculations exclude structured or underground parking.
4. Phased projects shall be constructed so that the overall project maintains the minimum FAR requirement.
5. Provisions for the addition of FAR. In cases where the following is provided additional FAR may be granted to the project:
 - a. Sustainable Design – Max additional FAR 1.0
 - i. LEED Silver Certification: 0.5 additional FAR per designated building.
 - ii. LEED Gold or Platinum Certification: 1.0 additional FAR per designated building.
 - b. Retail and Service – Max additional FAR 0.5
 - i. Two (2) square feet of additional floor area is allowed per square foot of retail and service use floor area.
 - c. Below Grade Parking Structure – Max additional FAR 1.0
 - i. Two (2) square feet of additional floor area is allowed per gross square foot of below grade parking floor area.
 - d. Affordable Housing – Max additional FAR 1.0
 - i. Three square feet of additional floor area is allowed per one square foot of affordable housing unit floor area.

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- ii. Units receiving the bonus will remain affordable for 15 years.
 - iii. Documentation of affordability shall be in conformance with Article 3-6.

- (j) Minimum Lot Frontage. No limitation.
- (k) Minimum Front Yard. No limitation.
- (l) Minimum Each Side Yard. No limitation.
- (m) Minimum Rear Yard. No limitation.
- (o) Minimum Open Space. As per the Commercial Center (B-6P) zone.
- (p) Maximum Lot Coverage. No limitation.
- (q) Maximum Height of Building. No limitation.
- (r) Off-Street Parking. (See Articles 16 and 18 for additional parking regulations.)

No minimum requirements.

Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.

(s) Site Design Standards:

1. Building Entrances – a minimum of one public entrance to buildings with ground level retail and service uses must be located within 20 feet of a public street, internal private street or major pedestrian facility.
2. Parking location – shall be within structures, or in individual on-street spaces parallel with and adjacent to low volume streets, private streets, and access easements. Surface parking lots are prohibited with the exception of short term surface parking lots that may include no more than one parking space per 20,000 square feet of floor area in the associated building.

Sec. 17-11. Signs permitted by specific zone.

Any sign not specifically permitted shall be prohibited.

- (a) *Agricultural Zones (A-R, A-U, A-B, and A-N).* Permitted signs within these zones may be either free-standing or wall mounted unless otherwise specified; no free-standing sign may exceed ten (10) feet in height; signs shall be either non-illuminated or indirectly illuminated unless otherwise specified.
 - (1) *Residence.* One wall sign not exceeding one (1) square foot in area.
 - (a) Subdivision entrance signs of permanent construction, free-standing or wall mounted; not exceeding thirty-two (32) square feet in area; no more than two per entrance; not more than two entrances to be identified. Such signs may be located in the right-of-way (in the median or at each side of the street) subject to written authorization of the Commissioner of Public Works, who shall determine that the signs would not be located in the sight triangle and would not cause a hazard to traffic. Proof of permanent maintenance and an encroachment permit shall be provided by the applicant prior to the issuance of a permit for a subdivision entrance sign located in the right-of-way.
 - (2) *Farm or Estate.*
 - (a) One sign for a farm or estate, not exceeding ten (10) square feet.
 - (b) For farms utilizing more than one point of access, one non-illuminated or indirectly illuminated sign per entrance, not to exceed ten (10) square feet in area; maximum height often (10) feet.
 - (3) *Buildings Used for Religious or Educational Activities.*
 - (a) One free-standing sign not exceeding thirty-two (32) square feet in area and eight (8) feet in height, or one wall sign per building not exceeding thirty-two (32) square feet in area.
 - (b) One bulletin board, not exceeding twelve (12) square feet in area and eight (8) feet in height.
 - (4) *Bed and Breakfast Facility.*
 - (a) One sign for a permitted bed and breakfast facility permitted as a conditional use, not exceeding two (2) square feet in area.
 - (5) *All Other Permitted Uses.*
 - (a) One sign for any other permitted or conditional use not noted herein, not exceeding thirty-two (32) square feet in area.
- (b) *Mobile Home Park Zone (M-1P).* Permitted signs shall be either non-illuminated or indirectly illuminated.
 - (1) One free-standing sign per park entrance. Sign shall not exceed thirty-two (32) square feet in area, eight (8) feet in height, and shall have a minimum setback often (10) feet from any street.
 - (2) One wall sign per mobile home that shall not exceed one (1) square foot in area.
- (c) *Low Density Residential Zones (R-1 [A—E], R-1T, R-2).* Permitted signs within these zones shall be wall signs unless otherwise specified; signs shall either be non-illuminated or indirectly illuminated. Minimum setback for any freestanding sign permitted under this section shall be ten (10) feet.
 - (1) *Residence.* One wall sign not exceeding one (1) square foot in area.
 - (a) Subdivision entrance signs of permanent construction, free-standing or wall mounted; not exceeding thirty-two (32) square feet in area; no more than two per entrance; not more than two entrances to be identified. Such signs may be located in the right-of-way (in the median or at

each side of the street) subject to written authorization of the Commissioner of Public Works, who shall determine that the signs would not be located in the sight triangle and would not cause a hazard to traffic. Proof of permanent maintenance and an encroachment permit shall be provided by the applicant prior to the issuance of a permit for a subdivision entrance sign located in the right-of-way.

- (2) *Buildings Used for Religious or Educational Activities.*
- (a) One sign that shall not exceed thirty-two (32) square feet in area and eight (8) feet in height if free-standing. If the property is five or more acres in size and has frontage on two or more streets, then a second sign of the same dimensional requirements is permitted, provided the signs are located a minimum of two hundred fifty (250) feet from each other;
 - (b) One bulletin board that shall not exceed twelve (12) square feet in area and eight (8) feet in height if free-standing. If the property is five or more acres in size and has frontage on two or more streets, then a second sign of the same dimensional requirements is permitted, provided the signs are located a minimum of two hundred fifty (250) feet from each other.
- (3) One sign for a farm or estate exceeding five (5) acres in size, not exceeding ten (10) square feet in area.
- (4) One sign for a permitted kindergarten, nursery school, day nursery, or child care center, wall mounted not more than seven (7) feet above ground level; not exceeding two (2) square feet in area.
- (5) For a Group Residential Project within the R-1T zone only, one non-illuminated traffic directional sign per entrance, not exceeding three (3) square feet in area; and not exceeding three (3) feet in height if free standing; not to exceed four (4) signs per Group Residential Project.
- (6) *Bed and Breakfast Facility.*
- (a) One sign for a permitted bed and breakfast facility permitted as a conditional use, not exceeding two (2) square feet in area and six (6) feet in height if freestanding.
- (7) *All other Permitted Uses.*
- (a) One sign for any other permitted or conditional use not noted herein, not exceeding thirty-two (32) square feet in area and eight (8) feet in height.
- (d) Planned Neighborhood Residential, High Medium Density Residential Zones, & High Rise Density Apartment Residential Zones (R-3, R-4, & R-5). Permitted signs within these zones shall be free-standing or wall signs unless otherwise specified; signs shall be either non-illuminated or indirectly illuminated; signs may be internally illuminated only when across a public street from any office, business or industrial zone. Minimum setback for any free-standing sign permitted under this section shall no less than ten (10) feet.
- (1) Signs as permitted and regulated under Section 17-11(c).
 - (2) Multi-family residential buildings, including dormitories, but excluding Group Residential Projects, may have one sign not exceeding thirty-two (32) square feet in area and eight (8) feet in height if free-standing.
 - (3) Group Residential Projects, one sign per street frontage, with a maximum of two (2) signs, not exceeding thirty-two (32) square feet in area per sign and eight (8) feet in height if free-standing.

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- (4) One wall-mounted sign per building in R-4 and R-5 zones with incidental retail uses allowed as a conditional use, not exceeding sixteen (16) square feet in area. Where utilized, the otherwise permitted wall signs shall not be permitted.
 - (5) One wall-mounted sign per extended-stay hotel conditional use in R-5 zones; not exceeding thirty-two (32) square feet in area. When located within $\frac{3}{4}$ mile of an interchange for a designated interstate highway, one additional one hundred fifty (150) square foot wall-mounted sign visible from the interstate highway is permitted at a minimum height of seventy-five (75) feet.
 - (6) One wall-mounted sign per principal permitted office use, not exceeding two (2) square feet in area.
- (e) *Professional Office Zone (P-1) And Mixed Use 1: Neighborhood Node Zone (MU-1)*. Permitted signs may be either free-standing or wall mounted, as specifically noted; signs shall be non-illuminated, indirectly illuminated, or internally illuminated unless otherwise specified. No free-standing sign shall exceed ten (10) feet in height, with the exception of hospitals, as regulated below.
- (1) One free-standing sign per building; not to exceed forty (40) square feet in area, with a minimum setback often (10) feet.
 - (2) One wall-mounted sign for buildings with one street frontage, not to exceed five percent (5%) of the wall area to which it is attached. When a free-standing sign is not utilized on a lot with only one street frontage, a second wall-mounted sign on a different building face shall be permitted as regulated above in place of the permitted free-standing sign.
 - (3) Two wall-mounted signs for buildings with two street frontages, located on separate wall faces, not to exceed five percent (5%) of the wall area to which the signs are attached.
 - (4) Three wall-mounted signs for buildings three (3) stories or taller with two street frontages, located on separate wall faces, not to exceed five percent (5%) of the wall area to which the signs are attached. Signs not located on a street frontage shall not be placed on a building face directly adjacent to any residential zone.
 - (5) One wall sign per tenant or lessee, not exceeding two (2) square feet in area; nonilluminated or indirectly illuminated only.
 - (6) Traffic directional signs not exceeding three (3) feet in height if free-standing; not to exceed two (2) signs per entrance.
 - (7) One attraction board, wall mounted or attached to the permitted free-standing sign, the area of the attraction board to be included in the maximum permitted sign area.
 - (8) Canopy or awning signs, limited to fifteen percent (15%) of the area of the surface to which they are attached. Such signs shall be included in the computation of the maximum permitted sign area specified under 17-11(e)(1) above.
 - (9) Pole-mounted banner signs shall be permitted, subject to the following:
 - (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking lots and pedestrian plazas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.
 - (d) The total number of pole-mounted banner signs shall be limited to one (1) for every 3,000 square feet of parking lot or pedestrian plaza.

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- (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
 - (10) In addition, and within a designated Professional Office Project only:
 - (a) One project sign, free-standing or wall mounted; not exceeding one hundred (100) square feet in area.
 - (b) One sign, wall mounted; not exceeding fifteen (15) square feet in area for a restaurant, cocktail lounge or night club.
 - (c) Subdivision signs of permanent construction, free-standing or wall mounted; not exceeding thirty-two (32) square feet in area; not exceeding eight (8) feet in height; and no more than two per entrance. Such signs may be located in the right-of-way (in the median or at each side of the street), subject to written authorization of the Commissioner of Public Works, who shall determine that the signs would not be located in the sight triangle and would not cause a hazard to traffic. Proof of permanent maintenance and an encroachment permit shall be provided by the applicant prior to the issuance of a permit for a subdivision sign located in the right-of-way.
 - (11) In addition, and within a hospital campus or Regional Medical Campus [as generally defined in 23A-10(b)(9)], only:
 - (a) A maximum of three signs per campus, free-standing or wall mounted. A sign located along a street classified as a collector or an arterial shall not exceed one hundred fifty (150) square feet in area and twenty (20) feet in height. A sign located at the intersection of a street classified as a collector or an arterial and a local street shall not exceed seventy-five (75) square feet and fifteen (15) feet in height. No signs shall be located along a street classified as a local street or at the intersection of two local streets.
 - (b) Subdivision signs of permanent construction, free-standing or wall mounted; not exceeding one hundred (100) square feet in area; not exceeding ten (10) feet in height; no more than two per entrance along a street classified as a collector or arterial; not more than two entrances to be identified per campus. Such signs shall only be located at entrances shown on an approved development plan.
 - (c) Three wall-mounted signs for buildings with two street frontages, located on separate wall faces, not to exceed five percent (5%) of the wall area to which the signs are attached. Signs not located on a street frontage shall not be placed on a building face directly adjacent to any residential zone.
 - (12) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
 - (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.
 - (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
 - (f) *Neighborhood Business Zone (B-1)*. Permitted signs may be freestanding or wall mounted, as specified; signs shall be non-illuminated, indirectly illuminated, or internally illuminated unless specified otherwise. No free-standing sign shall exceed twenty (20) feet in height.
 - (1) Signs shall be permitted as follows:

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- (a) The total surface area of signs shall not exceed one and one-half (1½) square feet per linear foot of street or building frontage, whichever is greater; or thirty-two (32) square feet, whichever is greater.
 - (b) One free-standing sign shall be permitted per street frontage, with a maximum of two (2) free-standing signs; not exceeding fifty (50) square feet per sign; minimum setback shall be ten (10) feet.
 - (c) One projecting sign not exceeding fifty (50) square feet in area, not exceeding twelve (12) feet in height, and only directly or indirectly illuminated, shall be permitted in lieu of all free-standing signage, as permitted herein, under the following circumstances:
 - (1) the parcel on which the sign is placed is located within the defined Infill and Redevelopment Area; and
 - (2) the existing principal structure on the parcel is located ten (10) feet or less from the front property line.
 - (d) The surface area of a wall-mounted sign shall not exceed fifteen percent (15%) of the wall area to which it is attached or thirty-two (32) square feet, whichever is greater, each wall to be considered separately. Only one sign shall be permitted per wall. In the case of a building containing two or more separate uses, these requirements shall be applied separately to the wall area of the building space leased, rented or owned by the individual tenant.
 - (e) Window signs shall be limited to no more than twenty-five percent (25%) of the total window area, and direct illumination shall be permitted.
 - (f) Canopy or awning signs (including above-canopy signs) shall be permitted and included in the computation of the maximum permitted sign area and limited to the percentage allowable for wall signs.
- (2) In conjunction with an indoor theater, one marquee, not to exceed twenty-four (24) square feet per theater; such marquee shall project no more than eight (8) feet from the building face to which it is attached and shall have a minimum clearance of eight (8) feet. In addition, one attraction board attached to one free-standing sign, not to exceed twenty-four (24) square feet per theater. The area of the marquee and attraction board shall be included in the computation of the maximum permitted sign area. (Note: Where an attraction board attached to a free-standing sign is not utilized, a second marquee, mounted on a different building face, shall be permitted as regulated above.)
 - (3) One attraction board, wall mounted or attached to a permitted free-standing sign; the area of the attraction board to be included in the maximum permitted sign area.
 - (4) Traffic directional signs not exceeding three (3) square feet in area, not exceeding three (3) feet in height; if free-standing, not to exceed two (2) signs per entrance.
 - (5) One sign per tenant or lessee, not exceeding two (2) square feet in area; nonilluminated or indirectly illuminated.
 - (6) One menu board per restaurant use or one menu board per drive-through lane. All copy (including any logos, restaurant name, etc., shall have a maximum letter height and width of six (6) inches, containing no direct illumination; not exceeding forty-five (45) square feet in area; maximum height of eight (8) feet if free-standing; and not located so as to have the copy visible to vehicular traffic on any adjacent street.
 - (7) One menu box per restaurant use, not exceeding four (4) square feet.
 - (8) Pole-mounted banner signs shall be permitted, subject to the following:

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- (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking lots and pedestrian plazas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.
 - (d) The total number of pole-mounted banner signs shall be limited to one (1) for every three thousand (3,000) square feet of parking lot or pedestrian plaza.
 - (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
- (9) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
- (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.
 - (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
- (g) Highway-service Corridor Business, Corridor Node, Warehouse/Wholesale, and Industrial Zones (B-3, CN, B-4, I-1, I-2). Permitted signs may be free-standing or wall mounted, as specified; signs may be non-illuminated, indirectly illuminated, internally illuminated or directly illuminated unless specified otherwise; no free-standing sign shall exceed twenty-five (25) feet in height; no free-standing billboard shall exceed forty (40) feet in height.
- (1) Signs shall be permitted as follows:
- (a) The total surface area of signs shall not exceed two (2) square feet per linear foot of street or building frontage, whichever is greater; or thirty-two (32) square feet, whichever is greater.
 - (b) One free-standing sign per lot shall be permitted per street frontage, with a maximum of two (2) free-standing signs; not exceeding seventy-five (75) square feet per sign; minimum setback shall be ten (10) feet.
 - (c) The surface area of wall-mounted sign(s) shall not exceed fifteen percent (15%) of the wall area to which it is attached or thirty-two (32) square feet, whichever is greater, each wall to be considered separately. Only one sign shall be permitted per wall. In the case of a building containing two or more separate uses, these requirements shall be applied separately to the wall area of the building space leased, rented or owned by the individual tenant.
 - (d) Window signs shall be limited to no more than twenty-five percent (25%) of the total window area.
- (2) Traffic directional signs and signs on or under a canopy or awning shall be permitted as regulated in the B-1 zone.
- (3) In conjunction with an indoor theater: one marquee, not to exceed twenty-four (24) square feet per theater; such marquee shall project no more than eight (8) feet from the building face to which it is attached and shall have a minimum clearance of eight (8) feet. In addition, one attraction board attached to one free-standing sign, not to exceed twenty-four (24) square feet per theater. The area of the marquee and attraction board shall be included in the computation of the maximum permitted sign area. (Note: Where an attraction board attached to a free-

standing sign is not utilized, a second marquee, mounted on a different building face, shall be permitted as regulated above.)

- (4) One attraction board, wall mounted or attached to a permitted free-standing sign, the area of the attraction board to be included in the maximum permitted sign area.
- (5) Menu boards as permitted and regulated in the B-1 zone.
- (6) In addition, billboards shall be permitted as follows:
 - (a) The lot must abut a federal or state highway.
 - (b) No billboard shall exceed four hundred (400) square feet in area.
 - (c) No billboard shall be permitted within one hundred fifty (150) feet of any residential zone.
 - (d) No billboard shall be located within five hundred (500) feet of another billboard.
 - (e) Billboards shall be required to be set back from any street right-of-way twenty (20) feet, or at the same setback as any principal building on the lot, whichever is less.
- (7) As part of a permitted free-standing or wall-mounted billboard or sign for an indoor or outdoor stadium or arena located in a B-3 zone having a permanent seating capacity in excess of five thousand (5,000) persons for athletic and cultural events, an electronic message display system shall be permitted; not exceeding fifty percent (50%) of the total sign area of the permitted sign. No moving or scrolling messages shall be permitted. Messages displayed may be changed not more frequently than every fifteen (15) seconds.
- (8) Pole-banner signs shall be permitted only if displayed in a parking area accessory to a mixed-use project, and subject to the following restrictions:
 - (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking areas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.
 - (d) The total number of pole-mounted banner signs shall be limited to one (1) for every three thousand (3,000) square feet of parking area.
 - (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
- (9) Subdivision signs, only for projects governed by a unified development plan and exceeding four (4) acres in size; one (1) subdivision sign shall be permitted per public street frontage, with a maximum of three (3) signs; not exceeding seventy-five (75) square feet per sign; with a maximum height of ten (10) feet. The total square footage of each subdivision sign shall be counted towards the maximum amount of signage available for the lot allowed under Section 17-11(g)(1)(a) above.

Subdivision signs shall be located at least fifty (50) feet away from any free-standing signs.
- (10) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
 - (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.

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- (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
- (h) *Downtown Business Zones (B-2, B-2A)*. Permitted signs may be free-standing or wall mounted, as specified; such signs may be non-illuminated, indirectly illuminated, internally illuminated or directly illuminated, unless specified otherwise.
- (1) Signs shall be permitted as follows:
- (a) One free-standing sign shall be permitted for each street frontage, not to exceed two free-standing signs. The free-standing signs shall have a maximum area of forty (40) square feet, a maximum height of twenty (20) feet, and a maximum projection into the right-of-way of twelve (12) inches.
- (b) One wall-mounted sign per building face shall be permitted, placed at a height of fifty (50) feet or higher. Such sign shall have a maximum area of three percent (3%) of the wall area to which it is attached, with a maximum projection into the right-of-way of twelve (12) inches.
- (c) In addition to the wall sign permitted under (b) above, one additional wall mounted sign shall be permitted per building face. Such sign shall have a maximum lettering height or vertical cabinet dimension of two and one-half (2½) feet, and shall be located at a height of less than fifty (50) feet on the building, with a maximum projection into the right-of-way of twelve (12) inches.
- (d) In addition to the wall mounted signs permitted under (c) and (d) above, each establishment within the building, having a separate and direct entrance to the outside, shall be permitted one wall sign per street building face. Such sign shall be located no lower than ten (10) feet nor higher than thirty (30) feet on the building, and mounted on the building where the establishment is located. Such sign shall have a maximum area of one and one-half (1½) square feet per linear foot of frontage, not to exceed eighty (80) square feet, with a maximum projection into the right-of-way of twelve (12) inches.
- (e) One projecting sign, not exceeding fifty (50) square feet in area, shall be permitted for each establishment within the building having a separate and direct entrance to the outside. Such sign shall have a minimum vertical clearance of ten (10) feet and a height limit of thirty (30) feet as attached to the building. Such sign shall be mounted on the building so that it does not conflict with wall mounted signs permitted under (e) above or with any windows, doors or other architectural features of the building; and with a maximum projection from the face of the building and into the adjacent right-of-way of eight (8) feet. In no case shall a projecting sign be closer than two (2) feet to the back of curb of any adjacent roadway.
- (f) Window signs shall be limited to no more than twenty-five percent (25%) of the total window area.
- (2) Wall-mounted signs, not exceeding five (5) square feet, with a maximum letter height of six (6) inches; located no higher than ten (10) feet on the face of the building; one sign per establishment having a separate and direct entrance to the outside; maximum projection into the right-of-way of twelve (12) inches.
- (3) Traffic directional signs, menu boards, and menu boxes shall be permitted as regulated in the B-1 zone.
- (4) Canopy or awning signs shall be permitted in lieu of allowable wall signs, not exceeding twenty percent (20%) of the face of the canopy or awning. Under canopy or under-awning signs shall be permitted. Above-canopy signs shall be permitted and limited to the percentage allowable for wall signs.

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- (5) Banner signs, pennants and streamers shall be permitted; limited to one such banner, pennant or streamer per ten (10) feet of linear frontage, a total maximum area of fifteen percent (15%) of the wall area to which it is attached, a minimum of eight (8) feet of vertical clearance and a maximum projection into the right-of-way of three (3) feet.
 - (6) A-frame or sandwich board type signs shall be permitted as follows:
 - (a) Maximum size of eight (8) square feet per panel, maximum height forty-eight (48) inches, maximum width twenty-four (24) inches;
 - (b) One sign per street front, maximum two signs;
 - (c) Placement of sign shall allow for four (4) clear feet of sidewalk width;
 - (d) Sign shall be in place only when business is open;
 - (e) Placement of sign not to restrict egress from parked cars, and not over curb line;
 - (f) Shall be maintained in good condition;
 - (g) Shall not be attached to any public utility pole, street light standard or tree;
 - (h) Non-illuminated.
 - (7) In addition to other permitted signs, wall-mounted electronic message display center boards shall be permitted for civic centers which contain exhibition halls and an arena for athletic and cultural events; for hotels and motels containing conference centers and restaurants; for television and radio system signal distribution centers and studios; and for banks, securities and commodities brokers, credit institutions, savings and loans, and investment companies. The total surface area shall not exceed eighty (80) square feet per sign. One electronic message display center shall be permitted per street front, with a maximum of two signs.
 - (8) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
 - (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.
 - (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
 - (9) Pole-mounted banner signs shall be permitted in the B-2 zone, subject to the following:
 - (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking lots and pedestrian plazas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.
 - (d) The total number of pole-mounted banner signs shall be limited to one (1) for every three thousand (3,000) square feet of parking lot or pedestrian plaza.
 - (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
 - (i) *Lexington Center Business Zone (B-2B)*. Permitted signs may be free-standing or wall mounted, as specified; such signs may be non-illuminated, indirectly illuminated, internally illuminated or directly illuminated; painted wall signs shall be prohibited. No free-standing sign permitted under this section shall exceed twenty (20) feet in height, nor project into the right-of-way more than twelve (12) inches.

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- (1) Wall-mounted signs, canopy or awning signs, under-canopy or under-awning signs, above-canopy signs and banner signs shall be permitted as regulated in the B-2 and B-2A zones.
 - (2) In addition to the other signs permitted in this zone, four (4) wall-mounted electronic message display system signs shall be permitted for civic centers which contain exhibition halls and an arena for athletic and cultural events. Two (2) such signs, not exceeding two hundred (200) square feet, shall be permitted. Two (2) additional signs may also be erected, not exceeding fifty (50) square feet each. Electronic message display system signs may be mounted on the wall of the civic center or any structure having a common wall with the civic center.
 - (3) Traffic directional signs and menu boards shall be permitted as regulated in the B-1 zone.
 - (4) A-frame or sandwich board type signs shall be permitted and regulated as in the B-2 and B-2A zones.
 - (5) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
 - (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.
 - (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
 - (6) In conjunction with an indoor theater, one marquee, not to exceed thirty (30) square feet per theater, with a maximum of three-hundred (300) square feet; such marquee shall project no more than eight (8) feet from the building face to which it is attached and shall have a minimum sign clearance of eight (8) feet. Marquee signs may utilize electronic message display systems, only if the sign complies with the following additional requirements:
 - (a) Image: Sign must be static and there shall be no moving or scrolling messages, special effects, or animations.
 - (b) Location:
 - i. The sign shall not interfere with, imitate, or resemble an official traffic sign, signal, or traffic control device;
 - ii. The sign shall not be located directly adjacent to, or directly across public right-of-way or a private road, from a residential zone.
 - (c) Duration of message: The sign shall remain static for a period of not less eight (8) seconds. The transition from one (1) message or image to the next shall be direct and immediate.
 - (d) Luminance: Between sunrise and sunset, the maximum luminance shall be five thousand (5,000) nits, and between sunset and sunrise, the maximum luminance shall be five hundred (500) nits. Sunrise and sunset shall be determined by the National Oceanic and Atmospheric Administration (NOAA), US Department of Commerce, for Lexington-Fayette Urban County. The sign must be equipped with an automatic dimmer control or other mechanism that automatically controls the sign's luminance.
 - (e) The marquee sign shall not display messages or be illuminated when the use is closed.
 - (j) *Interchange Service Business Zone (B-5P)*. Permitted signs shall be either free standing or wall mounted; signs may be non-illuminated, indirectly illuminated, internally illuminated, or directly illuminated.

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- (1) Wall-mounted signs and window signs shall be regulated as under Section 17-11(f)(1). Free-standing signs shall be regulated as follows:
 - (a) One free-standing sign per lot shall be permitted, with a maximum area of three hundred fifty-six (356) square feet, with a maximum height of ninety (90) feet, but not below a minimum height of seventy-five (75) feet; a minimum setback of ten (10) feet from any right-of-way shall be required.
 - (b) In addition, one free-standing sign per street frontage shall be permitted to a maximum of two (2) signs; sign area shall not exceed fifty (50) square feet; sign height shall not exceed twenty (20) feet; a minimum setback of ten (10) feet from any street shall be required.
 - (2) One attraction board, wall mounted or attached to the free-standing sign permitted under Section 17-11(j)(1)(b) above; the area of the attraction board to be included in the maximum permitted sign area.
 - (3) Menu boards and traffic directional signs shall be permitted and regulated as in the B-1 zone.
 - (4) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
 - (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.
 - (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
 - (5) Pole-mounted banner signs shall be permitted, subject to the following:
 - (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking lots and pedestrian plazas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.
 - (d) The total number of pole-mounted banner signs shall be limited to one (1) for every three thousand (3,000) square feet of parking lot or pedestrian plaza.
 - (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
 - (k) *Commercial Center Zone (B-6P)*. Signs within the B-6P zone shall be permitted and regulated as for B-1 [Section 17-11(f)], except as follows:
 - (1) Regional Shopping Centers (30 acres or greater) may have one free-standing sign per street frontage with a maximum of one hundred fifty (150) square feet per sign face and a maximum height of thirty (30) feet. All other Shopping Centers (less than 30 acres) may have one free-standing sign per street frontage with a maximum of seventy-five (75) square feet per sign face and a maximum height of twenty-five (25) feet
 - (2) Non-illuminated or indirectly illuminated projecting signs may be permitted in lieu of wall signs.
 - (3) Multi-Family Residence. Multi-family residential buildings may have:
 - (a) One free-standing sign per entrance that shall not exceed a combined total of thirty-two (32) square feet in area and eight (8) feet in height.

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- (b) One wall sign that shall not exceed twelve (12) square feet in area.
 - (4) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
 - (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.
 - (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
 - (5) Pole-mounted banner signs shall be permitted, subject to the following:
 - (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking lots and pedestrian plazas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.
 - (d) The total number of pole-mounted banner signs shall be limited to one (1) for every three thousand (3,000) square feet of parking lot or pedestrian plaza.
 - (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
 - (l) *Planned Unit Development Zones (PUD)*. A permitted signs height, size, location, and design features shall be determined by the sign requirements set forth in the zone in which the proposed or existing use is first permitted.
 - (m) *University Research Campus Zone (P-2)*. Signs within the P-2 zone shall be permitted and regulated as for P-1 [Section 17-11(e)], except as follows:
 - (1) Wall-mounted signs shall be limited to one per wall, with a maximum of four (4); wall mounted signs not to exceed five percent (5%) of the wall area to which it is attached.
 - (2) Signs within the designated retail area or mixed-use areas shall be permitted and regulated as in the B-6P [Section 17-11 (k)] zone.
 - (3) Subdivision signs shall be permitted and regulated under Section 17-11(e)(10)(c).
 - (4) Temporary signs. One temporary sign per street frontage shall be allowed subject to the following conditions:
 - (a) Shall be limited to window or wall signs only.
 - (b) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (c) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (d) Shall comply with the applicable regulations for the zone in which they are located.
 - (e) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
 - (n) *Mixed Use 2: Neighborhood Corridor Zone (MU-2)*. Signage shall be as permitted and restricted as follows:

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- (1) Signs shall be non-illuminated, indirectly illuminated or internally illuminated, unless otherwise specified.
 - (2) No free-standing sign shall exceed ten (10) feet in height.
 - (3) Signs shall be permitted as follows:
 - (a) One free-standing sign shall be permitted per street frontage, per development, with a maximum of two (2) free-standing signs; not exceeding seventy-five (75) square feet per sign.
 - (b) The surface area of wall-mounted signs shall not exceed fifteen percent (15%) of the wall area to which they are attached, or thirty-two (32) square feet, whichever is greater; each wall to be considered separately. Only one sign shall be permitted per wall. In the case of a building containing two or more separate uses, these requirements shall be applied separately to the wall area of the building space leased, rented or owned by the individual tenant.
 - (c) Window signs shall be limited to no more than twenty-five percent (25%) of the total window area; and direct illumination shall be permitted.
 - (d) Canopy or awning signs shall be permitted and limited to the percentage allowable for wall signs. Under-canopy, over-canopy, or under-awning signs shall be permitted.
 - (4) Projecting signs shall be permitted in addition to wall-mounted signs, where the purpose of such projecting signs is to create a unified and distinct mixed use area. No more than one (1) sign for each establishment within the building, having a separate and direct entrance to the outside, per street building face. Such sign shall extend no lower than eight (8) feet over the public right-of-way and must be mounted on the building where the establishment is located. Such sign shall have a maximum area of thirty-two (32) square feet, with a maximum projection from the wall of the building of no more than four (4) feet.
 - (5) An attraction board may be attached to a free-standing sign, provided it does not exceed the area of the free-standing sign. The area of the attraction board shall be included in the computation of the area of the free-standing sign.
 - (6) Traffic directional signs not exceeding three (3) square feet in area, not exceeding three (3) feet in height; if free-standing, not to exceed two (2) signs per entrance.
 - (7) One sign per tenant or lessee, not exceeding two (2) square feet in area; nonilluminated or indirectly illuminated.
 - (8) One menu board per restaurant use. All copy shall have a maximum letter height and width of six (6) inches, containing no direct illumination; not exceeding thirty (30) square feet in area; maximum height of eight (8) feet if free-standing; and not located so as to have the copy visible to vehicular traffic on any adjacent street.
 - (9) One menu box per restaurant use, not exceeding four (4) square feet.
 - (10) Wall-mounted banner signs, pennants and streamers shall be permitted, limited to one (1) such banner, pennant or streamer per ten (10) feet of linear frontage; a total maximum area of ten percent (10%) of the wall area to which it is attached; a minimum of eight (8) feet of vertical clearance; and a maximum projection into the right-of-way of three (3) feet.
 - (11) Pole-mounted banner signs shall be permitted, subject to the following:
 - (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking lots and pedestrian plazas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.

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- (d) The total number of pole-mounted banner signs shall be limited to one (1) for every three thousand (3,000) square feet of parking lot or pedestrian plaza.
 - (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
- (o) *Mixed Use 3: Mixed-Use Community Zone (MU-3)*. Signage shall be permitted and restricted as in the MU-2 zone, except as follows:
- (1) Wall-mounted banner signs, pennants and streamers shall be permitted for a total maximum area of fifteen percent (15%) of the wall area to which they are attached, with all other restrictions from the MU-2 zone.
 - (2) Pole-mounted banner signs shall be permitted, subject to the following:
 - (a) Banner signs shall be a maximum size of two (2) feet by four (4) feet, and there shall be no more than two (2) per pole.
 - (b) Pole-mounted banners shall be permitted on light fixtures in parking lots and pedestrian plazas located outside the public right-of-way.
 - (c) Banner poles shall be spaced to be no closer than forty-five (45) feet from each other.
 - (d) The total number of pole-mounted banner signs shall be limited to one (1) for every three thousand (3,000) square feet of parking lot or pedestrian plaza.
 - (e) All pole-mounted banner signs shall provide a minimum of eight (8) feet of vertical clearance, and may not encroach into the right-of-way.
 - (f) Pole banners in parking lots located in another zone that are incorporated in an approved final development plan for an MU-3 project are permitted, subject to the same restrictions and requirements applicable to the pole-banner signs for the MU-3 project.
 - (3) A-frame or sandwich board type shall be permitted as follows:
 - (a) Maximum size of eight (8) square feet per panel, maximum height forty-eight (48) inches, maximum width twenty-four (24) inches;
 - (b) One sign per street frontage, maximum two signs;
 - (c) Placement of sign shall allow for four (4) clear feet of sidewalk width;
 - (d) Sign shall be in place only when business is open;
 - (e) Placement of sign not to restrict egress from parked cars and not over curb line;
 - (f) Shall be maintained in good condition;
 - (g) Shall not be attached to any public utility pole, street light standard or tree; and
 - (h) Shall be non-illuminated.
 - (4) One (1) free-standing sign per street frontage, per development, shall be permitted. A maximum of two (2) free-standing signs per development shall be deemed as primary, not exceeding one hundred fifty (150) square feet per sign. All other freestanding signs shall be considered secondary, and shall not exceed forty (40) square feet per sign. Such signs may be located in or adjacent to the right-of-way (in the median or at each side of the street), subject to written authorization of the Commissioner of Public Works & Development, who shall determine that the signs would not be located in the sight triangle and would not cause a hazard to traffic. Proof of permanent maintenance and an encroachment permit shall be provided by the applicant prior to the issuance of a permit for such a sign located in the right-of-way.
 - (5) One (1) project identification sign per building, per street frontage, shall be permitted, not to exceed five percent (5%) of the wall area to which it is attached. Such projecting sign shall extend no lower than eight (8) feet, with a maximum projection from the wall of the building of no more than four (4) feet.

-
- (6) In addition, and within a designated Entertainment Mixed-Use Project only:
- (a) In conjunction with an indoor theater: one marquee, not to exceed twenty-four (24) square feet, shall be permitted per theater. Such marquee shall project no more than eight (8) feet from the building face to which it is attached and shall have a minimum clearance of eight (8) feet. In addition, one attraction board per theater may be attached either to one free-standing sign or to the marquee, not to exceed twenty-four (24) square feet.
- (p) *Expansion Area Zones.*
- (1) *Conservation District (CD), Expansion Area Residential (EAR-1, EAR-2 and EAR-3) and Community Center (CC) Zones.* Signage in EAR-1, EAR-2, and EAR-3 zones shall be permitted and restricted under Section 17-11(d). Signage in the Community Center (CC) Zone shall be permitted and restricted under Section 17-11(f) for nonresidential uses, and shall be permitted and restricted under Section 17-11(d) for residential uses.
- (2) *Economic Development (ED) Zone.* Signage shall be permitted and restricted as follows:
- (a) *Temporary signs.* One temporary sign per street frontage shall be allowed subject to the following conditions:
- (1) Shall be limited to window or wall signs only.
 - (2) Shall not exceed fifty (50) square feet per sign where non-rigid materials are used.
 - (3) Shall not exceed thirty-two (32) square feet per sign where rigid materials, such as wallboard or plywood, are used.
 - (4) Shall comply with the applicable regulations for the zone in which they are located.
 - (5) Temporary signage may be displayed once every three (3) months for up to fourteen (14) continuous days.
- (b) *Residential Supportive Uses.* On land designated for residential use within the development as defined by Article 23A-10(j)(12), signage shall be regulated as in the R-3, R-4, and R-5 zones (see Section 17-11(d)).
- (c) *Nonresidential Principal and Supportive Uses.* On land designated for Nonresidential Principal or Supportive Uses within the development as defined by Article 23A-10(j)(12), signage shall be regulated as in the B-3, B-4, I-1, and I-2 zones (see Section 17-11(g)), subject to the following restrictions:
- (1) Billboards shall be prohibited.
 - (2) Regional Medical Campus signage shall be regulated per Article 17-11(e)(11).
 - (3) When located within 800 feet of an interstate right-of-way, free-standing signs shall be regulated per the B-5P zone per Article 17-11(j)(1)(a) and shall be internally illuminated only.

(Ord. No. 015-2021 , § 1, 3-18-2021; Ord. No. 078-2022 , § 1, 8-30-2022)

Article 11 - INTERCHANGE SERVICE BUSINESS (B-5P) ZONE

Sec. 11-2. - Principal uses permitted.

The following are principal permitted uses in an Interchange Service Business (B-5P) zone:

- (a) Automobile Service Stations and automobile and vehicle refueling stations providing full-service, self-service, or a combination thereof; including the sale of convenience type merchandise in conjunction therewith in an enclosed building ~~not exceeding three thousand (3,000) square feet in floor area~~. Such uses shall conform to all requirements of Article 16.
- (b) Facilities for the sale of convenience type merchandise in an enclosed building ~~not exceeding three thousand (3,000) square feet in floor area~~ in conjunction with pumps for the sale of fuel for vehicles.
- (c) Restaurants, excluding drive-in restaurants.
- (d) Cocktail Lounges, Nightclubs, Wine Tasting Rooms and Discotheques, with or without live entertainment or dancing.
- (e) Brew-pubs, when located at least one hundred (100) feet from a residential zone, which shall be soundproofed to the maximum extent feasible by using existing technology, with noise or other emissions not creating a nuisance to the surrounding neighborhood.
- (f) Hotels and Motels.
- (g) One Confectionery or Candy Store, not exceeding one thousand, five hundred (1,500) square feet, per interchange quadrant.
- (h) Roadside stand and value-added product sales, ~~not exceeding three thousand (3,000) square feet in floor area or land area~~.
- (i) Carnivals on a temporary basis, and upon issuance of a permit by the Division of Building Inspection, which may restrict the permit in terms of time, parking, access, or in other ways to protect public health, safety, or welfare or deny such if public health, safety, or welfare are adversely affected. A carnival may not displace more than twenty-five percent (25%) of the minimum required parking for the site it occupies.
- (j) Temporary cellular telephone transmitting facility; not to exceed seventy (70) feet in height and with a 1:1 height to yard ratio.
- (k) Car washing establishments, provided that surface water from such uses shall not drain onto adjacent property or over a public sidewalk, and that adequate on-site storage lanes and parking facilities shall be provided so that no public way shall be used for such purposes. The use shall be located at least one hundred fifty (150) feet from a residential zone or residential structure in a nonresidential zone; or the use shall be designed so that all vehicular stacking areas and machine operations, including vacuuming and mechanical washing, shall be conducted inside a building, or shall be separated from the residential zone or residential structure in a nonresidential zone by a building or an eight-foot solid wall.

(Code 1983, § 11-2; Ord. No. 263-83 , § 1, 12-15-1983; Ord. No. 30-95 , § 1, 2-9-1995; Ord. No. 71-96 , § 5, 5-16-1996; Ord. No. 85-96 , § 2, 5-30-1996; Ord. No. 155-97 , § 1, 7-10-1997; Ord. No. 171-2001 , § 1, 7-5-2001; Ord. No. 60-2004 , § 1, 4-8-2004; Ord. No. 100-2011 , § 13, 8-25-2011; Ord. No. 5-2013 , § 3, 1-31-2013; Ord. No. 137-2016 , § 3(11-2), 7-7-2016)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0610-24

File ID: 0610-24

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 06/06/2024

File Name: Presentation: Lexington-Fayette Urban County
Industrial Authority

Final Action:

Title: Presentation: Lexington-Fayette Urban County Industrial Authority

Notes:

Sponsors:

Enactment Date:

Attachments: WS - Ind Auth Pres 20240611 revised

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0610-24

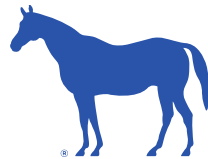
Title

Presentation: Lexington-Fayette Urban County Industrial Authority

LEXINGTON-FAYETTE URBAN COUNTY INDUSTRIAL AUTHORITY

Urban County Council Work Session

June 11, 2024



LEXINGTON

Background

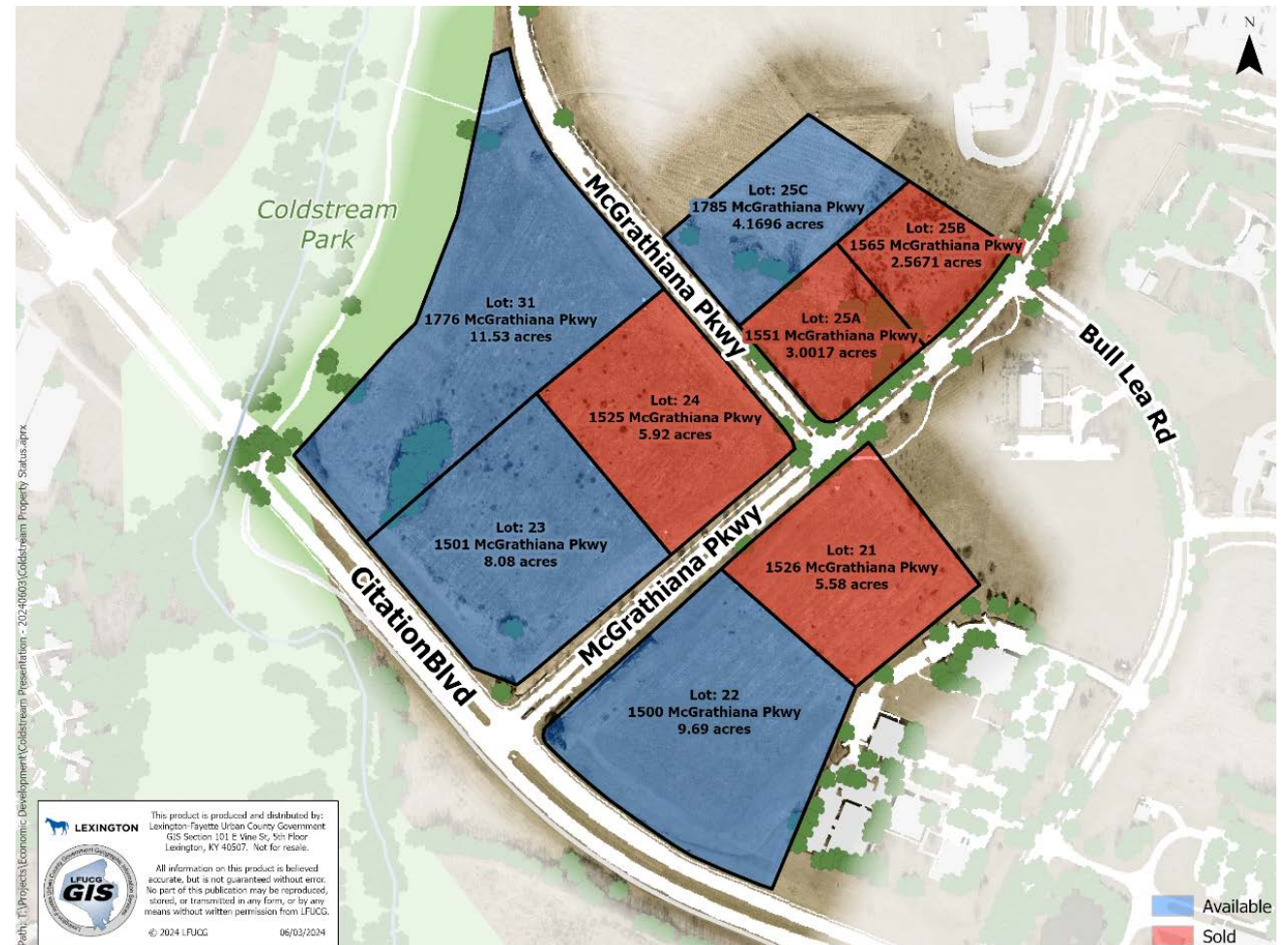
- Created by Ordinance 87-2018 (Nov. 1, 2018)
 - Sec. 2-515(4) requires the Authority to “submit its proposed budget to the Urban County Council for review and approval” annually
- Eight member Board appointed by the Mayor, which meets at least quarterly
 - Kevin Atkins, Chief Development Officer, LFUCG
 - Ryan Holmes, Principal/Planner, EHI Consultants
 - Mason Miller, Attorney/Partner, Miller Edwards Rambicure PLLC
 - Anne-Tyler Morgan, Attorney/Member, McBrayer PLLC
 - Derek Paulsen, Dean, College of Justice, Safety and Military Science, ECU
 - Kathy Plomin, 12th District Councilmember
 - Daryl Smith, Economic Development Manager, LG&E/Kentucky Utilities
 - Mary-Alicha Weldon, City President & Commercial Banking Team Lead, Fifth Third Bank

Memorandum of Understanding – UK & LFUCG

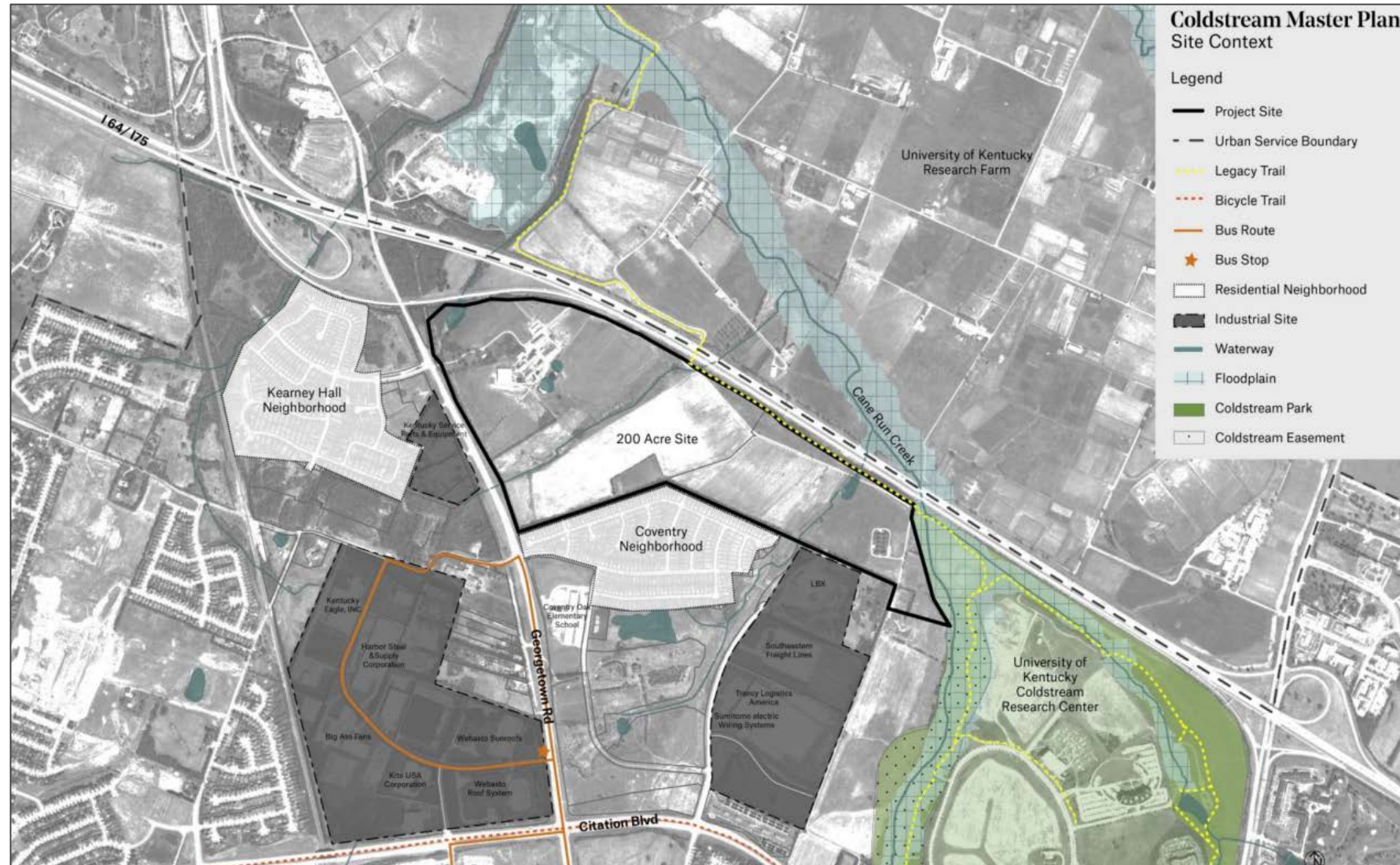
- Resolution 462-2018:
 - Executed an MOU transferring approximately 250 acres of land in or adjacent to the Coldstream Research Campus owned by the University of Kentucky to the LFUCG
 - Transferred certain campus area streets and alleys owned by the LFUCG to the University of Kentucky
 - LFUCG to provide \$100,000 annually for 10 years to fund improvements related to “pedestrian, bicycle, and vehicular safety in and around campus”
- 50 Acre Site: Proceeds of land sales to be used for improvement of the 200 acre site and by UK for other improvements (50/50)
- 200 Acre Site: Transferred in July 2022

Coldstream – 50 Acre Site

- 17.07 acres (4 lots) sold
- 33.47 acres (4 lots) remain available
- **50.54 acres total**
- Zoning: P-2 (University Research Campus)
- 4 lots sold for credit union, corporate office, medical office, and veterinarian office uses



Legacy Business Park



Legacy Business Park

- 200 acres
 - Lots: 147.24 ac.
 - Right-of-Way: 13.42 ac.
 - Greenway Lots: 39.34 ac.
- Legacy Trail extension and community connections
- Flexible lot configuration: can be combined, etc.



Legacy Business Park -- Funding

- Project Cost (est.): \$22.4 million, including 15% contingency
- Project Funding: \$22.2 million
 - \$10 million: HUD – Community Project Funding
 - \$6,951,790: General fund construction dollars (originally part of \$9.5 million ARPA)
 - \$2,548,210: ARPA funds (design and construction admin.)
 - \$2 million: Kentucky Product Development Initiative (KPDl)
 - \$500,000: LFUCG match funds (BA to Professional Services – Phase 3 Arch.)
 - \$200,000: LG&E/KU
 - Balance: Land sale proceeds
- Groundbreaking expected in fall 2024, with 18 months for substantial completion



Industrial Authority Budget – FY 2024/25

Coldstream Development Project		
RECOGNIZED REVENUE		LTD
Sales of Real Property		
Anticipated Open Revenues - Fund 1144	\$	(1,457,897.00)
Outside Funding		
ARPA - Design Funds	\$	(2,548,210.00)
General Fund - Capital Project	\$	(6,951,790.00)
TOTAL REVENUE	\$	(10,957,897.00)
COMMITTED/AUTHORIZED EXPENSE		LTD
Gresham Smith	\$	2,548,210.00
Ethan Howard - Remaining Contract	\$	21,550.00
Commonwealth Economics - Remaining Contract	\$	17,500.00
BUDGETED EXPENSE		
ARPA Cold Stream Development Project	\$	6,951,790.00
TOTAL EXPENSE	\$	9,539,050.00
RESTRICTED FOR FUTURE DEVELOPMENT COSTS		
	\$	(1,418,847.00)
EXPECTED GRANT FUNDING:		
KPDI	\$	2,000,000.00
LG&E/KU	\$	200,000.00
HUD - Community Project Funding/Econ. Dev. Initiative	\$	10,000,000.00

FY2025 Coldstream Operating Budget		
BUDGETED REVENUE		FY2025
Use of 1135 - IRB Fund Transfer	\$	-
1101 Grant Match - Carryforward	\$	(500,000.00)
FY24 LFUCG General Fund	\$	(146,000.00)
TOTAL REVENUE/TRANSFER IN	\$	(646,000.00)
BUDGETED EXPENSE		FY2025
Professional Services - Legal	\$	50,000.00
Professional Services - Mowing	\$	72,000.00
Professional Services - Insurance	\$	5,000.00
Professional Services - Security	\$	6,000.00
Professional Services - Other	\$	8,000.00
Repairs and Maintenance	\$	5,000.00
Grant Match (CARRYFORWARD - FY24)*	\$	500,000.00
TOTAL EXPENSE	\$	646,000.00
AVAILABLE TO ALLOCATE		\$ -

*Contract modification and budget amendment in progress to fund Phase 3 Archaeological Study

Questions?



LEXINGTON



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0522-24

File ID: 0522-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Waste
Management

File Created: 05/06/2024

File Name: Accent Wire Sole Source

Final Action:

Title: Authorization to establish Accent Wire Tie as a sole source provider to purchase baler wire for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0522-24) (Thurman/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Accent Wire Tie MEMO 05012024, Accent Wire
SOLE SOURCE CERTIFICATION FORM 05012024

Enactment Number:

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0522-24

Title

Authorization to establish Accent Wire Tie as a sole source provider to purchase baler wire for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0522-24) (Thurman/Albright)

Summary

Authorization to establish Accent Wire Tie as a sole source provider to purchase baler wire for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0522-24) (Thurman/Albright)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance:



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Tracey Thurman, Director
Division of Waste Management

DATE: June 4, 2024

SUBJECT: Request Council Authorization to Execute a Sole Source Agreement with Accent Wire Tie to purchase baler wire for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management and Accent Wire Tie

Request: The purpose of this memorandum is to request approval to enter into an agreement with Accent Wire Tie to purchase baler wire for the **Materials Recovery Facility (MRF)**.

Authorization To: Approve a Sole Source with Accent Wire Tie

Why are you requesting? LEX-MRF bales the majority of outbound materials. Bale wire is essential to produce a manageable product to load onto outbound trailers after the sale of our sorted materials.

Department needs this action because why: Bale wire is an essential component of the recycling facility because the wire secures the baled, sorted products for shipping.

Are the funds budgeted? Yes

The funds are budgeted, or a budget amendment is in process: Yes

cc: Nancy Albright, Commissioner - EQPW





JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

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

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0567-24

File ID: 0567-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Environmental
Policy

File Created: 05/28/2024

File Name: MOA with KYTC for Turf Mowing

Final Action:

Title: Authorization to execute a Memorandum of Agreement (MOA) with the Kentucky Transportation Cabinet (KYTC), under which LFUCG shall be paid to perform turf mowing and trimming of vegetation along certain roads under the control of KYTC, for a period of July 1, 2024, through June 30, 2026. Amounts will vary depending on the number of mows but will not exceed the contract amount of \$362,534. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0567-24) (Carey/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: bluesheet memo KYTC mowing MOA, SC 605
2400001625 District 7 LFUCG Mowing MOA w
attachments signed by Sec Gray, RESO 0567-24-
KYTC mowing contract 4887-8189-6900 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Jennifer Carey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0567-24

Title

Authorization to execute a Memorandum of Agreement (MOA) with the Kentucky Transportation Cabinet (KYTC), under which LFUCG shall be paid to perform turf mowing and trimming of vegetation along certain roads under the control of KYTC, for a period of July 1, 2024, through June 30, 2026. Amounts will vary depending on the number of mows but will not exceed the contract amount of \$362,534. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0567-24) (Carey/Albright)

Summary

Authorization to execute a Memorandum of Agreement (MOA) with the Kentucky

Transportation Cabinet (KYTC), under which LFUCG shall be paid to perform turf mowing and trimming of vegetation along certain roads under the control of KYTC, for a period of July 1, 2024, through June 30, 2026. Amounts will vary depending on the number of mows but will not exceed the contract amount of \$362,534. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0567-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Evan Thompson, 5/28/24}

Risk Management: {No}

Fully Budgeted [select]: BA to follow in FY 2025 to correct amounts to match contract

Account Number: 1101-313201-3091-71212

This Fiscal Year Impact: \$181,267 FY 2025
\$181,267 to be budgeted in FY 2026

Annual Impact:

Project:

Activity:


Budget Reference:

Current Balance: BA to follow in FY 2025 to correct amounts to match contract



TO: Mayor Linda Gorton
Urban County Council

FROM:


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

DATE: May 28, 2024

SUBJECT: Agreement with the Kentucky Transportation Cabinet Regarding Mowing Services

Request

The purpose of this memorandum is to request Council authorization for the Mayor to execute a Memorandum of Agreement (MOA) with the Kentucky Transportation Cabinet (KYTC), under which LFUCG shall be paid, at mutually agreed upon prices per acre, to perform turf mowing and trimming of vegetation along certain roads under the control of KYTC.

Why are you requesting?

The current MOA with KYTC for mowing services expires on June 30, 2024. The new MOA begins July 1, 2024, and is effective for two years, expiring on June 30, 2026. Turf mowing is performed under existing contracts managed by the division and includes litter removal, mowing, and trimming services for prescribed locations shown on the attached map, and on a schedule, to be specified by KYTC. For performing these services, LFUCG will be paid the following rates: \$36/acre for Citation Boulevard and \$66.88/acre for all other roads.

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

Expenses and equally offsetting revenues are budgeted by fiscal year. Amounts will vary depending on the number of mows authorized by KYTC, but will not exceed the contract amount of \$362,534.

Are the funds budgeted?

Funds for FY25 are included in the Mayor's proposed budget in 1101-313201-3091-71212.

File Number: 0567-24

Director / Commissioner: Carey / Albright





Commonwealth of Kentucky

CONTRACT

Document Number: SC 605 2400001625 **Version:** 1

Record Date:

Document Description: District 7 LFUCG Mowing MOA

Cited Authority: KRS177.280
Agreements of local government units

Reason for Modification:

Issuer Contact:

Name: LATASHA CHENAULT
Phone: 502-782-5673
E-mail: latasha.chenault@KY.GOV

Vendor Name:	Vendor No.	KY0032969
LEXINGTON FAYETTE URBAN CO GOVERNMENT	Vendor Contact	
	Name:	Chad Hancock
200 EAST MAIN STREET	Phone:	8592583313
LEXINGTON KY 40507	E-mail:	chancock@lexingtonky.gov

Effective From: 2024-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Fine Turf Mowing - Fayette County	\$0.000000	\$262,454.00	\$262,454.00

Extended Description:

LFUCG shall perform fine turf mowing, trimming, and litter removal services along identified routes per Attachment 3 at the rate of \$66.68 per acre. Approximate number of mowing cycles shall be 18 per season with no guaranteed quantity.

Shipping Information:	Billing Information:
KYTC District 7 - Lexington District Office 800 Newtown Court Lexington KY 40511	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127 Lexington KY 40511

Effective From: 2024-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Fine Turf Mowing - Citation Blvd	\$0.000000	\$100,080.00	\$100,080.00

Extended Description:

LFUCG shall perform fine turf mowing, trimming, and litter removal services along identified areas of Citation Blvd. per Attachment 3 at the rate of \$36.00 per acre. Approximate number of mowing cycles shall be 18 per season with no guaranteed quantity.

Shipping Information:			Billing Information:		
KYTC District 7 - Lexington District Office 800 Newtown Court			KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127		
Lexington	KY	40511	Lexington	KY	40511

TOTAL CONTRACT AMOUNT	\$362,534.00
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	Document Phase	Document Description	Page 3
2400001625	Draft	District 7 LFUCG Mowing MOA	Total Pages: 18

Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet (“the Commonwealth”) and Lexington Fayette Urban County Government (LFUCG) (“the Contractor”) to establish an agreement for Mowing Services. The initial MOA is effective from July 1, 2024 through June 30, 2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

An agreement for Mowing Services for Lexington Fayette Urban County Government (LFUCG)

1.01 - Issuing Office

The Kentucky Transportation Cabinet’s (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways District 7. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

1.02 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:
Matthew Bland, Roadside Environment District Administrator
KYTC District Seven – Lexington Office
800 Newtown Court
P.O. Box 11127
Lexington, KY 40511
Phone: (859) 246-2355
Email: Matthew.Bland@ky.gov

Buyer:
Latasha Chenault
Division of Purchases
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622
Phone: 502-782-5673
Email: Latasha.Chenault@ky.gov

Contractor Representative:
Jennifer Carey, Director of Environmental Services
Lexington Fayette Urban County Government (LFUCG)
200 East Main Street
Lexington, KY 40507
859-425-2888
Email: jcarey@lexingtonky.gov

SECTION 2-SCOPE OF SERVICES

	Document Phase	Document Description	Page 4
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2.00 Services Required:

LFUCG shall provide litter removal, mowing and trimming services of vegetation along roadsides of US and KY roadways located in Fayette County, Kentucky which are under control of KYTC and any other routes as agreed upon.

Contractor shall provide for all labor and equipment required to complete the project per the terms and conditions as set forth within this Memorandum of Agreement. Such work shall be performed by LFUCG mowing contractors in accordance with the terms and specifications set forth in Section 2.02 – LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ENVIRONMENTAL SERVICES MOWING SPECIFICATIONS.

A map and description of designated areas in which litter removal, mowing, and trimming services are to be provided is attached hereto as Attachment 2 and incorporated herein by reference.

INSURANCE:

To the extent permitted by law, and without waiving any defense that is available to LFUCG, including that of sovereign immunity, LFUCG shall provide proper insurance coverage to indemnify the Commonwealth of Kentucky and to hold the Commonwealth of Kentucky harmless against all loss, expenses, or injury to person or property. In no event shall LFUCG's indemnification act as a waiver of any defense, immunity, or damage limitation LFUCG may otherwise have available as to third parties.

Evidence will be furnished to the Transportation Cabinet Division of Purchases each year that public liability (General Liability) insurance is carried in the following amounts:

Property \$1,000,000.00

Personal \$1,000,000.00

And Kentucky worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342.

LFUCG may satisfy its obligations to maintain General Liability insurance by maintaining an authorized policy of self-insurance with the limits described herein. In that event, LFUCG shall provide evidence of authorized self-insurance to KYTC. It shall be the responsibility of LFUCG to maintain this insurance coverage at all times and to notify the Division of Purchases with any changes/additions which may occur. LFUCG shall provide an updated copy of the insurance certificate or other evidence of an approved self-insurance policy each year upon contract renewal.

Terms and Conditions:

Comply with all applicable federal, state, and local laws, ordinances and regulations governing safety, provide all safeguards needed for employees and equipment, and secure any and all permits and licenses that may be required.

Conform all equipment to all prevailing Occupational Safety and Health Administration (OSHA) regulations. Require all operators and other employees to wear safety vests that conform to OSHA regulations on the job site at all times.

Replace or repair damage to turf, slopes, trees, shrubs, signs, delineator posts, or other roadside feature in like kind at the direction of the Department and at no cost to the Department.

Work will be performed under the supervision of the Chief District Engineer of the Department of Highways and the Department will direct the time and place for the operation of all items of work to be performed under this MOA Contract

LFUCG shall be responsible for monitoring work performance and assuring that all work is performed in accordance with contract specifications.

The quantities of each item of work to be submitted for payment will be the actual quantity of work performed and completed by the Contractor as designated on the Work Order.

It is herein set forth that the quantities are estimates only and that the actual usage will be determined by the needs of the Kentucky Department of Highways.

Other Terms and Conditions:

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All work performed under this MOA shall be in accordance to specifications as set forth between LFUCG and their mowing contractors in this Terms and Conditions.

Nothing in this **AGREEMENT** shall create or be construed to create any rights or benefits in favor of third parties, specifically including but not limited to LFUCG's mowing contractors.

Cycles of Work - Right-of-Way Mowing and Trimming:

Perform the work on each cycle of this MOA Contract as noted on the included Work Location Sheet(s) and as directed by the Department. Perform the number of cycles of work on each route or route segment of this Contract as noted on the included Work Location Sheet(s) and as directed by the Department.

Cycles of mowing and trimming may be reduced or increased as directed by the Department when climatic conditions exist that either limit or enhance the growth of vegetation. Cycles of mowing and trimming may also be increased on certain routes or route segments to accommodate special events that may occur throughout the mowing season. Any partial cycles will be performed at the unit price for mowing and trimming.

Where a construction project is in progress, or where a construction project is awarded during the period of this Contract that interferes with work operations, the construction contract will have priority. No claim will be allowed for interruptions to the schedule or operations of this Contract.

When directed by the Department, perform work operations on this Contract on an area that had previously been skipped due to the construction contractor's operations. No additional compensation will be allowed for returning to accomplish this work.

A full or partial cycle or cycles on a specific segment or route may be deleted from this Contract by the Department due to the operations of the construction Contractor without invalidating the remainder of this Contract. No additional compensation will be made for anticipated profit on such elimination of a cycle. Contrary to Section 104.02.02 of the current edition of the Kentucky Standard Specifications for Road and Bridge Construction manual there shall be no adjustment to unit price if cycles or partial cycles are added or deleted.

Maintain and Control Traffic:

Perform Right-of-Way Mowing and Trimming Operations in accordance to these Terms and Conditions for traffic control. Maintain traffic and furnish all traffic control devices and all materials that conform to these Terms and Conditions and the Manual on Uniform Traffic Control Devices (MUTCD), the Standard Drawings or Sepia Drawings, Current Editions, and the Standard Specifications for Road and Bridge Construction, Current Edition.

A link to the Manual on Uniform Traffic Control Devices can be found at:

<http://mutcd.fhwa.dot.gov>

A link to the Standard Drawings can be found at:

<http://transportation.ky.gov/Highway-Design/Pages/2012-Standard-Drawings.aspx>

A link to the Standard Specifications can be found at:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

Provide strobe lights for all tractors and work zone support vehicles that:
cover 360 degrees effective area;

utilize 360 degrees optics;

have a minimum height of 4 inches;

produce a minimum of 60 single flashes or 120 double flashes per minute and 12 joules per main flash;

are amber in color;

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penetrate bright sunlight, haze, fog, smog, and darkness.

Provide flags that are fluorescent red/orange in color, 24 inches by 24 inches in size, and that are made of a heavy-duty nylon reinforced coated vinyl material that has weighted edges (See Drawings).

Provide warning signs that conform to Section 112.02.04 of the Standard Specifications.

Furnish all traffic control devices in new or in like new condition at the beginning of the work and maintain the devices in like new condition until the completion of the work.

Require employees to wear safety vests that conform to OSHA regulations on the job site at all times.

Equip all designated work zone vehicles (mowers, service trucks, and vehicles for supervisory personnel) with flashing lights, warning strobe lights, and fluorescent red/orange flags. Equip other equipment entering or leaving the designated work zone with warning strobe lights that are visible in all directions at all times.

Maintain the flow of traffic in all lanes at all times. The Department will not allow lane closures for the performance of right-of-way mowing on this contract project; however, mobile lane closures will be allowed for tramming mowing equipment across bridges. Perform mowing operations with the flow of traffic when operating within twenty feet of the edge of the pavement (edge-line of the driving lane).

Do not perform mowing operations with a mowing unit attachment extending past the unit into a traffic lane or onto a paved shoulder. When moving mowing equipment (tramming) from one location to another within the project limits, operate the equipment with the flow of traffic on the shoulder or in the median. However, where the shoulder on a bridge is not full-width and any other method of passage across the bridge is impractical, mobile lane closures will be allowed for tramming the mowing equipment across the bridge. Use extreme caution when utilizing mobile lane closures to cross highway bridges.

Perform all work only during daylight hours (one-half hour after dawn to one-half hour before dusk). Do not perform work when headlights would interfere with the normal flow of roadway traffic. Failure to comply with this requirement will result in an immediate suspension of all work operations. Operations will remain suspended until approval has been given by the Department for work operations to continue.

Do not tram (move from one location to another) mowing equipment on the pavement or on the shoulder surface from one contract project to a second contract project on a fully controlled access highway facility (i.e., interstate or parkway route). Any occurrence of this action is in violation of state statute, and if observed, will result in an immediate suspension of the tramming operation. Operations will remain suspended until an alternative method of transporting the mowing equipment is secured and approval is given by the Department for the equipment to be moved by the alternative method.

Provide warning signs that are 48 inches by 48 inches in size, diamond shaped with black Series "C" letters 8 inches in height on an orange background with a black border. Place warning signs with the message "Begin Mowing Zone" four of each and with the message "End Mowing Zone" four of each to designate a mowing work zone on a multi-lane median divided highway facility.

Where the highway facility is not median divided place two each of "Begin Mowing Zone" signs and two each of "End Mowing Zone" signs to designate the mowing work zone.

Establish a designated work zone(s) for mowing that is a maximum of two miles in length. Place the warning signs 750 feet prior to the beginning of the work zone and 750 feet beyond the end of the work zone.

Establish additional two-mile work zones adjacent to the initial work zone to a maximum distance of eight (8) miles, provided work is being performed in each adjacent work zone. As an option, place a supplemental plate with the message NEXT [2, 4, 6, or 8] MILES below the initial warning sign, or with a message to correspond with the length of the work zone that has been established.

Place warning signs on a median divided highway facility in a dual manner, one on the outside shoulder and one in the median, or inside shoulder of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.

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Where the roadway is not a median divided highway facility, place warning signs on the right and left shoulders of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.

Place warning signs on the entrance ramp of any interchange or roadway intersection that is located within a designated work zone and place the signs on the right shoulder of the ramp or side road 500 feet prior to the beginning of the merge area or intersection. Where the length of the entrance ramp is less than 500 feet, place the warning signs at the beginning of the ramp.

Mount warning signs on multi-leg stands in a secure and visible manner such that the signs will be a minimum of eighteen inches (18") above the shoulder or roadway pavement.

Where the paved shoulder area adjacent to a median barrier wall on a multi-lane median divided highway facility is not of sufficient width to place warning signs in a proper manner, place the warning signs atop the median barrier wall for both directions of travel. Achieve this placement by using a clamping device approved by the Department. Do not attach warning signs to other roadway appurtenances that exist on the project such as signposts, delineator posts, or guardrail end treatments.

Use a full complement of warning signs at all times. Place the warning signs to designate a work zone on the job site at the beginning of each workday prior to the beginning of work operations. Move the warning signs and re-establish a work zone as work operations progress. Remove warning signs from the job site after work operations cease at the end of each workday.

Place warning signs that are 24 inches by 48 inches with black Series "C" letters eight inches in height on an orange background with a black border on vehicles designated as work zone support vehicles. Provide the designated message "Watch for Sudden Stop" on the signs.

Failure to place warning signs in a manner consistent with these Traffic Control Terms and Conditions will result in a suspension of work operations. Operations will remain suspended until signing consistent with the Traffic Control Terms and Conditions are achieved and approval is given by the Department for work operations to resume.

Move Contractor Vehicles and Contractor Employee Vehicles with the flow of traffic at all times. Enter and leave work areas in a manner that will not be hazardous to or interfere with the normal flow of traffic. Do not park or stop vehicles except within designated work areas as approved by the Department. Prohibit vehicles from crossing the roadway. Limit all employee pedestrian movement on the roadway to the protected work zone areas. Park personal vehicles only in areas within the right-of-way as designated by the Department.

Coordinate the work with other projects that may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. Coordinate the work on this project with the work of the other contractors. The Department will determine the relative priority to give to work phasing on the various projects when there is a conflict.

Designate a Traffic Control Coordinator in accordance to Section 112.03.12 of the Standards Specifications.

The "Maintain and Control Traffic" item of work **shall not** be a measured line item for payment.

Section 2.01 – KYTC Department of Highway District 7's Responsibilities

KYTC will provide public service notifications that the LFUCG is performing mowing operations on state roads located in Fayette County and any other areas as designated on behalf of KYTC. These announcements will include the anticipated beginning and end of each moving cycle as well as KYTC contact information needed to report mowing concerns.

KYTC will make payment for services provided at the prices listed in Section 3.

Section 2.02 – LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ENVIRONMENTAL SERVICES MOWING SPECIFICATIONS Taken from Specifications of Contract 174-2017; Turf Mowing

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- A.1 Types of Mowing and Definitions
- B.1 Specifications for Mowing
- C.1 Litter and Debris Removal

A.1 Types of Mowing and Definitions

A.1.1 Turf mowing with a finishing (i.e. lawn) mower shall be used for the vast majority of the work in this scope. Turf mowing shall provide a clean cut to a **height of 3-4 inches**.

A.1.2 Brush cut mowing may be used in the bottoms of detention basins or wet greenway areas, in areas where honeysuckle stumps exist, or on roadside sections (i.e. not medians or within 10 feet of sidewalk) of the Citation Bid Package. Brush cut mowing shall provide a clean cut to a **height of 4-5 inches**.

A.1.3 String trimming / weed-eating shall consist of using a string trimmer to cut slopes, around hardscapes, concrete joints, gutter lines, fence lines, and areas that a mower can not maintain due to stumps or other obstructions.

A.1.4 Edging shall consist of using a stick edger or string trimmer to create a vertical edge of grass at a curb line or a sidewalk edge.

A.1.5 Terms:

Hardscapes - any asphalt or concrete surface including but not limited to sidewalks, curbs, gutters, parking lots, roads, etc.

Litter / Debris - items that have been discarded or washed or blown into a work area such as tires, plastic, paper, metal, glass, cans, bottles, etc. Includes fallen limbs up to 6" in diameter. Also includes large rocks, broken off pieces of asphalt, or concrete.

Obstacles - any objects that stand in the way or holds up the mowing process. This may include but not limited to signposts, light posts, fences, guard rails, headwalls, utility boxes, bridge end abutments, trees and landscape plantings.

Rights-of-Way (ROW) – for the purposes of this scope, ROW refers to the public areas along the sides of roads, as a way to differentiate from medians.

B.1 Specifications for Mowing

B.1.1 Practice safety first; all safety measures, equipment, guards, and chutes are in place while mowing. Always mow with the safety of the operator, others, vehicles, and property in mind. Contractors are required to follow OSHA and Department of Transportation regulations regarding employee safety.

B.1.2 All mowing along roadways shall follow all requirements for traffic control and traffic control devices of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration.

B.1.3 Contractor employees shall wear HI VISIBILITY clothing (i.e. vest, shirt, or jacket) and proper attire remaining fully dressed during the performance of all work under this contract, whether in a roadway or not. Working without a shirt or appropriate closed toe protective footwear is prohibited.

B.1.4 Public roads, walkways and sidewalks shall not be blocked to vehicular or pedestrian traffic while performing mowing operations.

B.1.5 All mowers used for mowing ROW and medians shall be fitted with rear discharging mowers OR mulching blades with the discharge pointing down AND chutes blocked to eliminate projection of grass or debris onto streets. No mowers shall be used on medians and ROW that do not have these protections in place. Blowing grass and debris into the road is a hazard for people and property and will not be tolerated.

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B.1.6 All mowing associated with this contract, except areas listed in A.1.2, shall be turf mowing to a grass height between 3 and 4 inches in height. Cutting too short is prohibited. Scalping shall be avoided.

B.1.7 Brush cut mowing or string trimming may be used instead of turf mowing in the bottom areas of detention basins, in areas where honeysuckle stumps exist, on steep slopes, or on roadside sections (i.e. not medians or within 10 feet of sidewalks) of the Citation Bid Package. Brush cut hog mowing shall provide a clean cut to a height of 4-5 inches.

B.1.8 Edging is required to varying degrees depending upon location as follows:

Curb lines and sidewalks on Medians and ROW shall be kept clean by string trimming to eliminate grass/weeds growing horizontally across the curb.

B.1.9 This contract requires the Contractor to maintain a clean manicured appearance within the entire mowing area including steep slopes and includes cutting of weeds and grass via string trimming at the base of fence lines, in joints and cracks, and around obstacles such as utility poles, guard rails, fences, buildings, steps, and headwalls. This includes string trimming and/or blowing or brooming (reminder: no herbicide shall be used) to remove sediment and vegetation growing in:

gutter lines (i.e. the 90 degree angle where the vertical curb ends and the gutter begins),

gutter joints (i.e. the joint between the concrete gutter and the road asphalt pavement), and

joints and cracks on concrete medians, sidewalks, and parking lots.

Care shall be taken not to mar obstacles or damage concrete joints or further damage failing concrete/asphalt. In such areas, the Contractor may ask for assistance from LFUCG in controlling weeds.

B.1.10 There are some areas of ROW that currently have overgrowth of honeysuckle or invasive pear trees which prevent mowing. These invasive shrubs/trees are in the process of being removed by DES staff from all mowing areas in this contract. Areas which have had these invasives removed or cut to the ground shall be mowed as part of this contract starting with the first mow in April. In general, stumps are cut to 2-3" from the ground, but higher stumps could remain. The Contractor is required to string trim or brush cut mow these areas. In addition, the Contractor is required to immediately begin mowing areas once shrubs/trees are removed going forward throughout the period of the contract. The bid package areas are computed based assuming all honeysuckle/pears have been removed and the entire corridor or lot is mowable from fence to fence. In areas where the honeysuckle is yet to be removed, the Contractor shall mow up to the edge of the shrubs.

B.1.11 All mowing shall be performed to minimize and/or eliminate projection of grass onto hardscapes, sidewalks, trails, or gutters. All grass clippings shall be removed off of hardscapes, including out of gutter lines, prior to leaving the work site with a blower, broom, rake etc. Shred all excess clumps of grass. Reduce speed to reduce clumping of grass. Mowing blades are to be sharp to prevent tearing of grass and minimize clumping. In the case of excessive grass clippings or other material which could cause a stormwater blockage or other potential problem, the Contractor shall remove it from the site and properly dispose of it.

B.1.12 At no time shall the Contractor allow mowed clippings or litter or debris to be blown, swept, or raked into any planting bed, tree mulch ring, gutter, storm drain, yard inlet, curb inlet, or drainageway, swale, or creek.

B.1.13 Trees, shrubs, and landscaping shall be protected at all times.

ROW and Medians: Most, if not all, planted trees in these areas will have been protectively mulched by the Division of Environmental Services prior to start of mowing operations. This mulch is placed in part to keep mowing equipment from coming too close to the trees and eliminate the need for string trimming. Contractors shall mow to the edge of the mulch (i.e. no grass left uncut next to the mulch). If there are trees that are not mulched, the Contractor shall stay 2 feet away from the tree trunks to avoid hitting the trees or branches. No string trimming is required around these planted trees on ROW and medians. DES will maintain these areas. However, volunteer (i.e. not planted) trees along rural type roadsides (e.g. Stone Rd, Cane Run Rd) shall be carefully string-trimmed around to reduce unsightly high vegetation. In such cases, avoid nicking trees or removing bark.

The Contractor shall not blow grass clippings onto planter beds, landscaping, or mulch rings.

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B.1.14 In some locations, abutting property owners may mow parts of a bid package. In those locations, the Contractor may skip over these areas as long as they are being maintained meeting the quality of this scope. If a Contractor notices a location in a bid package (e.g. a stand-alone median) that is clearly being maintained by someone else, the Contractor is obligated to inform the DES Contracts Mowing Manager for consideration for removal from the contract mowing list.

B.1.15 The following activities are **not** included in this contract and will be handled by others:

Weed pulling/ maintenance of landscaping beds, trees, and mulched areas

Use of herbicide.

C.1 Litter and Debris Removal

C.1.1 This operation shall include the **removal** of **all** litter and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters, and storm drain inlets **prior to mowing. No litter, grass, or debris shall be placed, pushed or blown into storm drains.** Leaving mowed over trash or placing trash/grass in a storm drain is a violation of this contract and may result in removal from the contract.

C.1.2 The Contractor shall be responsible to remove and dispose of limbs smaller than six (6) inches in diameter. Contact the Division of Environmental Services to remove larger limbs. Contact the Division of Environmental Services to pick up litter/debris clearly resulting from dumping.

C.1.3 If the Contractor comes across any debris that appears to be illegal in nature (e.g. weapons, drugs), leave in place and immediately contact 911 and the LFUCG's Mowing Contracts Manager. If the Contractor comes across a chemical or other illicit spill, leave in place and immediately contact LFUCG's Mowing Contracts Manager who will forward the request for investigation to the Division of Water Quality.

C.1.4 Contractors shall ensure all staff working on this contract are fully trained in OSHA regulations and guidelines related to mobile meth labs, blood-borne pathogens, and proper procedures when encountering discarded needles or blood-soaked materials. All litter crew vehicles shall keep a Sharps Disposal Container marked as Biohazard. Needles or similar items shall be placed in Sharps Disposal Containers and properly disposed of as Biomedical/Biohazard waste following all local, state, and federal laws and regulations.

SECTION 3-PRICING

Commodity Line 1:

Pricing of mowing, litter removal, and trimming services shall be \$66.68 per acre of designated locations as determined by KYTC. Approximate number of mowing cycles shall be 18 per season with no guaranteed quantity.

Commodity Line 2:

Pricing of mowing, litter removal, and trimming services shall \$36.00 per acre on Citation Boulevard for each cycle of work performance. Approximate number of mowing cycles shall be 18 per season with no guaranteed quantity.

Invoices for payment shall be submitted to:

KYTC District Seven – Lexington Office

800 Newtown Court

P.O. Box 11127

Lexington, KY 40511

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices that must include at a minimum:

1. Vendor's name and address.
2. PON2 or SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.

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6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor.

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal (if applicable).

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.02-Changes and Modifications to the Contract

Pursuant to [200 KAR 5:311](#), no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

4.03- No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

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MOA/PSC Exception Standard Terms and Conditions Revised April 2024

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

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5.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

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10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the

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contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

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The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. 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.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, 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 No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The 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

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direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions


The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

DocuSigned by:

9DC832F7B94544E...
Signature
Jim Gray
Printed Name

Secretary of the Kentucky Transportation Cabinet
Title
5/30/2024
Date

2nd Party:

Signature
Printed Name

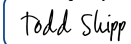
Title
Date

Other Party:

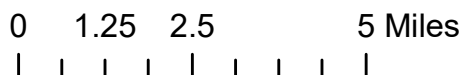
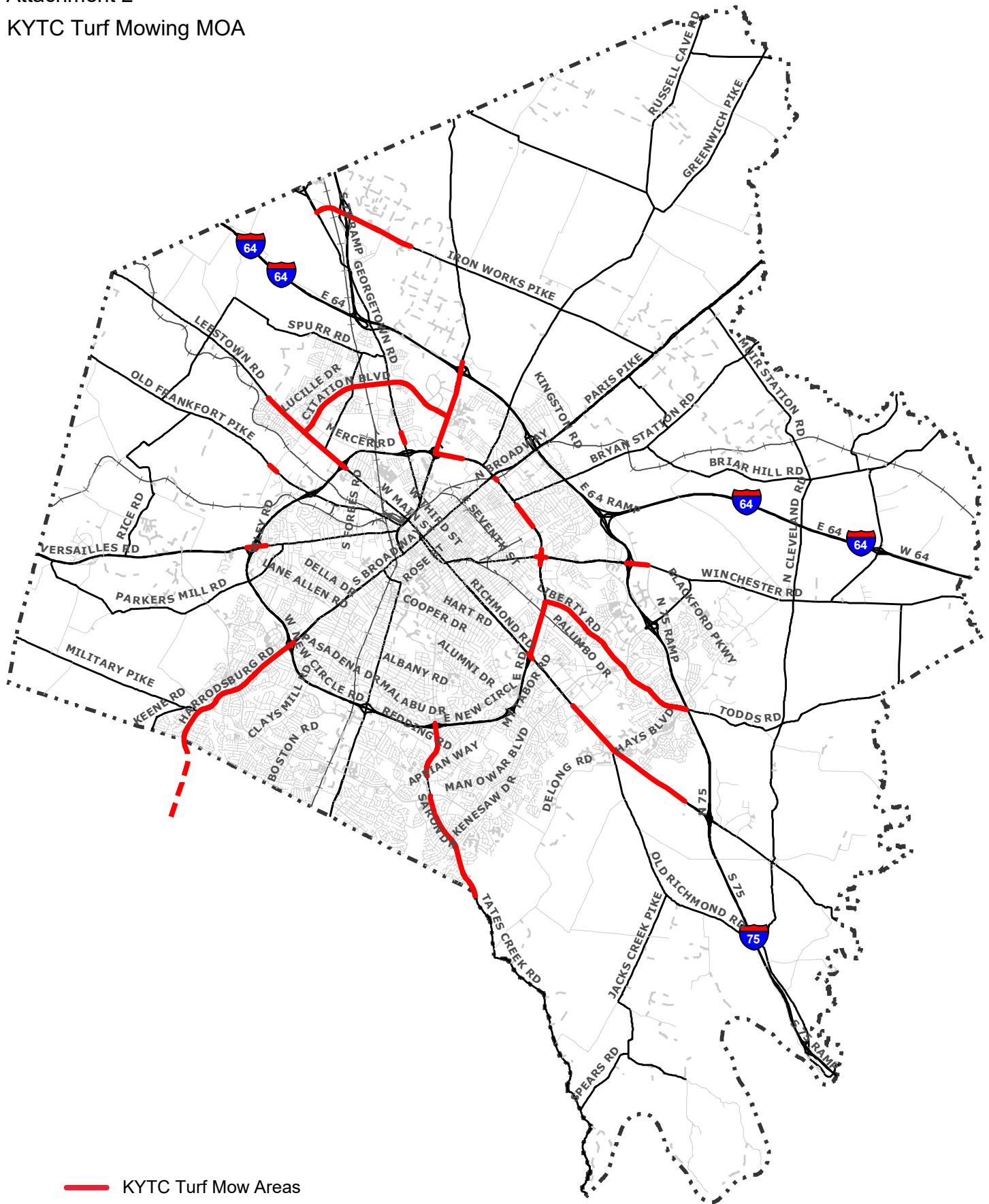
Signature
Printed Name

Title
Date

Approved as to form and legality:

DocuSigned by:

0A396CE4D2020E...
Attorney

Attachment 2
KYTC Turf Mowing MOA



ATTACHMENT 3
Work Location Sheet

Road	Acreage
Georgetown	1.4
Leestown	3.6
Newtown	5.1
Old Frankfort	1.2
Winchester	1.2
Liberty	7.9
Todds	8.0
Richmond/Athens-Boonesboro	7.0
Ironworks	8.2
New Circle	3.1
Versailles/New Circle	0.6
Winchester/New Circle interchange	5.6
Harrodsburg (in Fayette)	15.4
Harrodsburg (outside Fayette)	4.9
Tates Creek (in Fayette)	24.6
Tates Creek (outside Fayette)	<u>0.6</u>
	98.4
Citation	<u>69.5</u>
Total Acreage	167.9

Approximate number of mows per year: 19-20

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET (KYTC), FOR TURF MOWING AND VEGETATION MANAGEMENT SERVICES BY THE DIVISION OF ENVIRONMENTAL SERVICES ON STATE-OWNED RIGHT OF WAY, FOR WHICH THE URBAN COUNTY GOVERNMENT SHALL BE COMPENSATED AT THE RATE OF \$36.00 PER ACRE FOR AREAS ALONG CITATION BOULEVARD AND \$66.68 PER ACRE FOR ALL OTHER AREAS.

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 Memorandum of Agreement, which is attached hereto and incorporated by reference, with the Kentucky Transportation Cabinet (KYTC), for turf mowing and vegetation management services by the Division of Environmental Services on state-owned right of way, for which the Urban County Government shall be compensated at the rate of \$36.00 per acre for areas along Citation Boulevard and \$66.68 per acre for all other areas.

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

0567-24:EPT:4887-8189-6900, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0568-24

File ID: 0568-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Mayor's Office

File Created: 05/29/2024

File Name: Lexington jobs fund policies and guidelines update

Final Action:

Title: Authorization to amend Ordinance No. 153-2013, as amended by Ordinance No. 187-2016, and update the recommended Lexington Jobs Fund Policies and Guidelines. The Economic Development Investment Board (EDIB) unanimously approved the recommended changes on May 7, 2024. No budgetary impact. (L0568-24) (Glasscock/Atkins)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Jobs Funds Policies and Guidelines Review May 2024, Lexington Jobs Fund Policies and Guidelines updated draft 4 26 24 .1 .
4889-9015-8265, ORD 0568-24- Revised jobs fund policy 4876-8484-6533 v.1.doc

Enactment Number:

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0568-24

Title

Authorization to amend Ordinance No. 153-2013, as amended by Ordinance No. 187-2016, and update the recommended Lexington Jobs Fund Policies and Guidelines. The Economic Development Investment Board (EDIB) unanimously approved the recommended changes on May 7, 2024. No budgetary impact. (L0568-24) (Glasscock/Atkins)

Summary

Authorization to amend Ordinance No. 153-2013, as amended by Ordinance No. 187-2016, and update the recommended Lexington Jobs Fund Policies and Guidelines. The Economic Development Investment Board (EDIB) unanimously approved the recommended changes on May 7, 2024. No budgetary impact. (L0568-24) (Glasscock/Atkins)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by [Evan Thompson, 5/29/2024]

Risk Management: NA

Fully Budgeted: NA

Account Number: NA

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



**TO: MAYOR LINDA GORTON
URBAN COUNTY COUNCIL**

**FROM: Amy Glasscock
Director of Business Engagement**

DATE: May 24, 2024

SUBJECT: AMENDMENTS TO JOBS FUND ORDINANCE AND JOBS FUND POLICY GUIDELINES

REQUEST:

Authorization to amend Ordinance No. 153-2013, as amended by Ordinance No. 187-2016, and update the recommended Lexington Jobs Fund Policies and Guidelines. The Economic Development Investment Board (EDIB) unanimously approved the recommended changes at their May 7th, 2024, EDIB board meeting.

REASON FOR REQUEST:

As part of the EDIB's periodic review of the Jobs Fund Policies and Guidelines ("Policies"), the Board is recommending the following updates:

- Eligibility clarification as it relates to remote work.
- The option under the Forgivable Loan Agreements to be paid annually instead of quarterly if negotiated up front.
- Compliance Reports will be required bi-annually instead of annually.
- Update the penalty formula.
- The requirement for all Job Funds payments to be made by the LFUCG digital bill payment system.
- Update the requirement in the event of a merger of a business to include:
 - Provide notification of intent to merge to LFUCG Chief Development Officer no less than 30 days prior to merger.
 - Obtain a new personal guarantee, unless each current guarantor provides written assurances, to the satisfaction of LFUCG, that it remains bound by the existing personal guarantee (including by signing a reaffirmation agreement).
 - Merger must be approved by the EDIB and the LFUCG City Council prior to merger.
 - Failure to follow the above-mentioned requirements shall be considered default and require payment in full including penalties at that time.



WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?

The cost for this FY is: N/A

The cost for future FY is: N/A

ARE THE FUNDS BUDGETED? N/A

DIRECTOR/COMMISSIONER: Amy Glasscock/Kevin Atkins



Lexington Jobs Fund Policies and Guidelines

I. General

In December, 2013, The Lexington-Fayette Urban County Government established a local economic development incentive program to provide local funding to certain qualified businesses (the “Lexington Jobs Fund” or the “Program”). See Ordinance No. 153-2013. These are the policies and guidelines for the Program. These policies and guidelines are intended to be reviewed and updated, if necessary, every two years.

In order to qualify for incentive funding, a business shall be willing to commit to creating and retaining a minimum number of jobs for a specific duration in Lexington-Fayette County, Kentucky. Any businesses selected for participation shall provide evidence of potential commercial success. The receipt of traditional financing, federal, or qualified federal or state funding through a similar process in which the viability of the business has been substantially reviewed will be considered evidence of potential success, such as a federal Small Business Administration loan or participation in the state Kentucky Business Investment program; however, Program funding will not necessarily be limited to those businesses.

A priority will be placed on providing incentive funding to those businesses which are primarily involved in advanced manufacturing, technology, professional shared service operations, or healthcare, or which have or will be locating their primary base of operations or headquarters in Lexington-Fayette County.

All funds awarded pursuant to the Program shall be solely at the discretion of the Urban County Government and shall be in the form of a loan agreement or forgivable loan agreement. Each funding agreement shall be approved by the Urban County Council. A business shall only be eligible for a maximum of one type of Program funding at any given time unless otherwise approved by the Urban County Council. This does not preclude a business from applying for an amendment to its existing funding agreement.

The typical maximum amount of any funding agreement will not exceed \$100,000 for a forgivable loan agreement and \$250,000 for a loan agreement. However, upon the recommendation of the Chief Development Officer and the Economic Development Investment Board, and the final approval of the Urban County Council, the funding may exceed the above amounts.

All funding will be made subject to an agreement by the business that a minimum number of jobs, certain wages, and total payroll will be created and that those jobs will continue to exist for the period of time provided in the funding agreement. All loans are to be repayable to the Urban County Government within ten (10) years. All agreements

shall include provision(s) requiring the repayment of some or all of the funds in the event that the terms of the agreement are not fulfilled.

Any business interested in obtaining funding shall submit a Program funding application to the Chief Development Officer for initial review.

If the Program funding application meets the minimum criteria, the Chief Development Officer will make a recommendation to the Economic Development Investment Board regarding the application. The applicant will be provided the opportunity to present additional information to the Board regarding its application. The Board will consider and review the application and any other relevant information provided regarding the application. The Board will make a recommendation to approve the application in full, in part, or deny the application. The Board may also recommend that the type or form of the funding be amended or request that the applicant amend the application and/or reapply for a different type of funding. If the Board determines that the Program funding application should be partially or entirely funded the appropriate administrative steps will be taken to present the recommendation and the appropriate Program funding agreement to the Urban County Council for consideration. Only appointed members of the Board may vote to send recommendations and funding agreements to the Urban County Council.

II. Lexington Job Funds Programs

There are two distinct programs within the Lexington Jobs Funds, both of which are intended to attract and support innovative and/or local businesses. These programs are intended to be flexible with those parameters which are in addition to those required Ordinance No. 153-2013 (and which are listed in the below tables), operating as general guidance in making recommendations for funding. For example, if a sufficient business case is made in support of providing incentive funds in excess of the respective amounts listed in the below tables, the Economic Development Investment Board may propose that the LFUCG enter into an agreement to provide a higher amount. However, only the Urban County Council has the authority to authorize the issuance of incentive funds to a business under any of the programs.

Business Attraction and Expansion

Program/Funding Type	Forgivable Loan	Loan
Amount	Up to \$100,000	Up to \$250,000
Interest	<i>10-year Note plus risk and overhead adjustment/penalties (10year Note plus risk and overhead adjustment)</i>	<i>10-year Note plus risk and overhead adjustment</i>

Term	Up to 10 years	Up to 10 years
Eligibility	<ul style="list-style-type: none"> -High Growth Company -Shall be a business located in or planning to move to Lexington -Shall be current with all federal, state, and local taxes -Shall provide personal guarantee or collateral to secure the loan sufficient to LFUCG -Shall produce a tradable good or provide a tradable service (whether pre- or post-commercialization) -Job creation requirement -Average wages for job creation are greater than or equal to 125% of the county median income. -All jobs created must be subject to Lexington-Fayette County occupational license fees. In other words, any employees that are included in your Jobs Fund Agreement's requirements must work in your Lexington office or work remotely in Lexington. - The business is required to maintain a Lexington Office or Headquarters (must lease/own space). -Cannot be located within an existing Tax Increment Financing (TIF) district. 	<ul style="list-style-type: none"> -Shall be a business located in or planning to move to Lexington -Shall be current with all federal, state, and local taxes -Shall provide personal guarantee or collateral to secure the loan sufficient to LFUCG -ED fund loan cannot exceed 50% of loaned dollars from other sources -Job creation requirement -Shall produce a tradable good or provide a tradable service (whether pre- or post-commercialization) -Average wages for job creation are greater than or equal to 125% of the county median income -All jobs created must be subject to Lexington-Fayette County occupational license fees. In other words, any employees that are included in your Jobs Fund Agreement's requirements must work in your Lexington office or work remotely in Lexington. - The business is required to maintain a Lexington Office or Headquarters (must lease/own space).
Performance Indicators	<ul style="list-style-type: none"> -Dollars Leveraged -Jobs Retained and Created -New Revenue Generated -Total Payroll 	<ul style="list-style-type: none"> -Dollars Leveraged -Jobs Retained and Created -New Revenue Generated -Total Payroll
Additional Notes	<ul style="list-style-type: none"> -Funds may not be disbursed until confirmation of hiring or receipt of expenses has been presented. -Company receiving KBI shall not be eligible for a forgivable loan unless expressly authorized by the Board. -The Board shall set the forgivability percentage. -Workforce training loans may be eligible for earlier forgiveness 	<ul style="list-style-type: none"> - Funds may not be disbursed until confirmation of hiring or receipt of expenses has been presented. - The Board may assign, or allow negotiation, for a traditional loan or a half-term, interest-only loan. -The loan may be approved for any term between five (5) and ten (10) years

	<p>conditioned upon the provision of transferrable training/skills.</p> <p>- Repayment under Forgivable Loan Agreements typically must be paid quarterly. However, annual payments may be negotiated before execution of the Loan Agreement.</p>	
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III. Protecting Public Dollars and Investments

All funding incentives shall be structured in a manner that protects the public's investment and ensures that a specified minimum number of jobs will be created and maintained in Lexington-Fayette County for a specified duration. Newly created jobs must be subject to Lexington-Fayette County occupational license fees to be eligible for this program. Funds will only be provided through a formal agreement with LFUCG. The Board will assist in the development of appropriate agreements. The preference of the LFUCG is to disburse funds as reimbursements for expenses, when applicable. At the discretion of the board, the funds may be disbursed in a different manner. In the event that a business fails to fulfill the minimum job requirements, penalties will apply in addition to any required repayment of funds under the agreement. However, in no event will LFUCG penalize a business which fails to create or retain jobs which were in excess of those required by the relevant agreement. The board maintains the discretion to attach additional taxpayer protections as necessary in incentive agreements.

The following or similar types of provisions may be included in all funding agreements:

- No agreement may exceed ten (10) years in duration.
- Initial requests for disbursement will be made with the Activation Certificate which affirms that certain minimums established by the board or administration have been met.
- Forgivable loans will not be approved for businesses locating or expanding in an existing Tax Increment Financing (TIF) district.
- The business shall provide LFUCG with regular **bi-annual** reports and updates as requested confirming the number of jobs above the minimum jobs baseline and criteria established in the agreement.
- The agreements shall include a "but for" clause that indicates but for these incentives these jobs would not be created.
- If feasible, all loans may be secured with the highest lien position available. The LFUCG will require personal guaranties of the owner(s) or other additional security.
- If it is in the best interest of LFUCG, the relevant agreement may be structured in a manner in which the incentive funds are disbursed over a period of time, or as reimbursement for a capital or operating expense instead of as a lump-sum disbursement.

- The agreements shall include a best efforts clause regarding the use of funds.
- In the instance of a shut down or other cessation of operations, the company shall repay the full amount of the incentive plus any accrued interest.
- Repayment of the incentive may be secured by security covering the period of the loan. Disbursement of the loan may be contingent upon a letter of credit or other security.
- Businesses receiving incentives will be required to sign an affidavit certifying proper use of the funds for operating or capital expenses outlined in their application and contract.
- Businesses that are found to have improperly utilized funds will be subject to financial penalties, in addition to other penalties at the discretion of the LFUCG.
- Additional Jobs Fund incentive requests by a business shall be reviewed to determine the impact of all requests by that business on the Jobs Fund.
- If the business is provided a loan and does not meet its job creation/retention target benchmarks, the incentive funding will be reduced and/or penalties will apply.

Examples include, but are not limited to:

- o The elimination of any incentive fund payments to the business that have yet to be disbursed.
- o The acceleration of any required repayments during period(s) of nonperformance by the business.
- o Additional interest penalties tied to non-performance by the business.

EXAMPLE PENALTY FORMULA FOR FAILURE TO COMPLY WITH JOBS/WAGE REQUIREMENT

$(\text{Wage Requirement} - \text{Actual Hourly Wage}) / \text{Wage Requirement}$

\times

$(\text{Wage Requirement} \times \text{Occupational License Fee Rate in Lexington-Fayette County} \times \text{Hours Required to be "Full-Time" under the Loan Agreement} \times 4.34524 [\text{weeks in a month, on average}])$

\times

1.10

IV. Funding Form/Criteria Evaluation

The LFUCG's Chief Development Officer, working in conjunction with the Economic Development Investment Board, will develop appropriate criteria for reviewing the strength of an application for incentive funding and determining the amount and type of funding for which an applicant may qualify. Incentives should be gap financing or deal closing investments. Stand-alone incentives that do not meet one of those two criteria will not be considered.

The board shall establish an average wage benchmark annually. The benchmark must be for an individual and not a household. This benchmark shall be sourced from federal data and shall be either the mean or the median.

At a minimum, the following will be considered in making a recommendation regarding an application:

Strategic Fit
Describe how the proposed project fits with the targeted sectors of Lexington-Fayette County. These include advanced manufacturing, technology, shared service operations, healthcare, or the relocation of primary base of operations to Lexington
General Considerations

Will the Project be located within Fayette County?	No funding will be permitted unless jobs are created or retained in Lexington-Fayette County
Dollar Amount of Requested Incentives?	
Type of Incentive?	
Purpose for the Incentives?	Companies shall indicate the operating or capital expenditures for which they intend to use the funds.
Receiving other LFUCG Incentives? Examples include tax abatement, tax increment financing, local KBI incentives, and loan programs outside the JOBS Fund.	Companies will not be eligible for multiple incentive programs from LFUCG unless issued as a single incentive package or separate projects, subject to approval by the Economic Development Investment Board.

Eligible for Public Incentives outside of LFUCG? Which programs, and are you applying?	
Other sources of financing?	
Are all business taxes and licenses current?	No funding will be permitted if the applicant owes any federal, state, or local taxes, fees, fines, or penalties.

Business organized in Kentucky?	The business shall be legally authorized to operate in Kentucky as evidenced by appropriate documentation on file with the Kentucky Secretary of State and the Department of Revenue
New or Expanding business?	
Is the business retail or restaurant?	No funding will be permitted for retail or restaurant components of businesses.
Will any incentive funds supplant other financing?	
Local Impact Measures	
Current Jobs	
Current Payroll	
Current Average Wage	
Estimated Jobs Created <i>Use a schedule to detail when jobs will be</i>	
<i>created if not all created in the first year and retained until the end of the incentive period.</i>	
Estimated Average Wage (shall be greater than or equal to current Lexington-Fayette County median income)	
Leveraged Private Investment Dollars	
Dollar Cost per Job Created	

Description of Use of Funds	
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V. Application Process

LFUCG's Chief Development Officer, working in conjunction with the Economic Development Investment Board, will develop an appropriate standard application(s) for the two types of Program funds which will include the minimum information specified herein as well as that information deemed by the Chief Development Officer or the Board to be reasonably related to obtaining the information necessary to make an incentive funding recommendation. The application shall include the information specified in Section IV, above, along with sufficient supporting documentation. The Chief Development Officer, LFUCG, Board, or Urban County Council may request supplemental information from the applicant as needed. The Chief Development Officer, in conjunction with the Economic Development Investment Board, may modify the application as necessary to ensure that all of the information necessary for awarding incentives and compliance is available. To the extent required by law, LFUCG will treat as confidential those items marked as proprietary or confidential. Applications may also include the following:

- Describe the company
 - o The company's location, size and operating history
 - o The products and/or services currently offered
 - o Appropriate Tax Identification Numbers.
- Business Questionnaire that includes baseline employment and revenue
- Describe the proposed project or proposed purpose for the funds
 - o Amount of funds requested and how the proceeds will be used
 - o Describe any private financing you have sought.
- The economic impact, including employment (both direct and indirect) and forecasted revenue growth resulting from the project
- The applicant's position that the uses of loan proceeds can be capitalized under Generally Accepted Accounting Principles
- Total eligible project costs
- Amount and source of matching funds
- Personal financial statements of all owners, past 2 years personal income tax returns, and equity position. This requirement applies to all principals/owners with at least 20% ownership of the company, and the guarantor for the loan.
- Personal History Statement of all principals owning 20% or more of the business

- Report of creditworthiness or traditional financing, or qualified federal or state funding through a similar process in which the viability of the business has been substantially reviewed
- Itemization and verification of collateral (i.e. appraisals, serial numbers, titles, insurance, etc.)
 - Include three years reviewed and/or audited financials

Any business interested in obtaining funding shall submit a Program funding application to the Chief Development Officer for initial review. An application fee may be required. The board will establish the fee annually, which will not exceed \$1000. Initial review of all submitted materials will be conducted by a panel to include the Chief Development Officer, or his or her designee, a representative from the Department of Law, and a representative from the Department of Finance.

If the Program funding application meets the minimum criteria, the Chief Development Officer will make a recommendation to the Economic Development Investment Board regarding the application. If the application does not meet the minimum criteria, it will not be considered by the Board.

The Economic Development Investment Board will meet on a regular monthly schedule and as otherwise necessary to review any applications. In all instances the applicant or an authorized representative shall attend the Board meeting(s) at which the applicant is to be considered.

The Board will be provided with the relevant application documents in advance of the meetings. The Board will make a recommendation to approve the application, amend the application, or deny the application, or may request that additional information be provided prior to making a final decision. The Board will also make a recommendation as to the type and amount of funding and whether additional requirements should be placed in any funding agreement. The Board will also establish the interest rate, which will generally be the greater of 2.5% or the like Treasury Note rate, and the penalty rate for loans. Interest accrual will not be applied to funds that are yet to be disbursed.

If the Board determines that the Program funding application should be partially or entirely funded, the appropriate administrative steps will be taken to present the recommendation and the appropriate Program funding agreement to the Urban County Council for consideration. The applicant and LFUCG then enter a negotiation period that can last up to 90 days. This negotiation period will be the allowable amount of time that a contract with the parameters set by the board is finalized before being taken to the Urban County Council for final approval. The Chief Development Officer and Economic Development staff shall draft an initial contract to be delivered to the applicant for review and execution.

In the instance that an agreed upon contract cannot be reached within 60 days, the board is notified and may move to extend the negotiating period. If the negotiating period extension is not moved, or is a failed motion, the approval lapses and the company must reapply to receive incentives. If the extension is granted, and the applicant and LFUCG do not finalize the contract within the extended negotiating period, the approval lapses and the company must reapply to receive incentives.

All incentive agreements will be reviewed by the Department of Law and the Mayor will be authorized to sign the agreement following the approval of the awarding of the incentive by the Economic Development Investment Board and the Urban County Council.

Members of the Board and the Urban County Council will be required to recuse themselves if they are private investors in the company applying for incentives or otherwise have a conflict and are prohibited from investing in companies that have received incentives.

VI. Accounting and Compliance

The JOBS fund will be maintained as distinct within the LFUCG accounting system. Disbursements will be made from that account. Future appropriations, repayment of loan proceeds, or claw backs will be placed in that account. Disbursements will be made from the same account. Disbursements of the funds may be all at once, scheduled, or paid when an invoice for approved capital or operating expenses is received. An invoice certifying a previously paid expense to be reimbursed will be the preferred method for distributing grant funds. Loan payments of principal and interest will be made **quarterly** to LFUCG beginning on the date established in the contract. Grant repayments will not be made except in the instance of noncompliance using the clawback formulas in section III.

Beginning July 1, 2024, a Business will make all payments by way of LFUCG digital bill payment. All payments will be required to be paid by credit/debit card or e-check. A small fee will be applied to the payment.

In their initial application, a business will establish their baseline of jobs, payroll, and revenue from which compliance will be measured. The business will also establish a schedule that outlines the anticipated dates of job creation related to the project. The business will be required to submit reports annually and as requested outlining job creation and average wages for the jobs created at the end of the year that jobs are scheduled to be created. Information obtained from the business' tax identification numbers will be used to supplement this information and confirm compliance submissions from the companies.

If there is a merger of a business, the business must:

- Provide notification of intent to merge to LFUCG Chief Development Officer no less than 30 days prior to merger.
- Obtain a new personal guarantee, unless each current guarantor provides written assurances, to the satisfaction of LFUCG, that it remains bound by the existing personal guarantee (including by signing a reaffirmation agreement).
- Merger must be approved by the EDIB and the LFUCG City Council prior to merger.
- Failure to follow the above-mentioned requirements shall be considered default and require payment in full including penalties at that time.

In the event that a business is found to be noncompliant with job creation, wage targets, or established payroll targets, the Board will provide a notice of noncompliance and indicate the time period in which the business shall become compliant. Alternative options may accompany a notice of noncompliance at the discretion of the Board. If the business fails to become compliant, then the clawbacks specified in the incentive agreement will go into effect until compliance is verified.

Proper usage of the incentive funds will also be viewed as key to compliance with the program. The quarter following each disbursement, each fund recipient shall submit a Certificate of Proper Use along with documentation of expenses equaling the incentive. If planned expenses are less than the incentive provided, the business may propose additional expenses to the Board for the use of those funds, or the funds may be returned to LFUCG at no penalty.

ORDINANCE NO. _____ - 2024

AN ORDINANCE APPROVING AND ADOPTING REVISED “LEXINGTON JOBS FUND POLICIES AND GUIDELINES.”

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

Section 1 – That the revised “Lexington Jobs Fund Policies and Guidelines,” which are attached hereto and incorporated herein by reference, be and hereby are approved and adopted, and shall replace those policies and guidelines previously adopted.

Section 2 – That the requirement contained within Ordinance No. 31-2014 for an annual review of the Jobs Fund program shall otherwise remain in effect.

Section 3 – That this ordinance shall become effective upon the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0568-24:EPT_4876-8484-6533, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0570-24

File ID: 0570-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Engineering

File Created: 05/30/2024

File Name: Mason Headley Easement

Final Action:

Title:

Authorization for the acceptance of Deeds of Conveyance and Easement from the owners of record on properties needed for the construction of the Mason Headley Improvements Project at a cost not to exceed \$369,000. Funds are budgeted. (L0570-24) (Burton/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: 2024-5-23 BS Memo - Mason Headley Easement Acquisition.pdf, 2023-6-1 Project Location Map (for BS Memo).pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Sara Burd

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0570-24

Title

Authorization for the acceptance of Deeds of Conveyance and Easement from the owners of record on properties needed for the construction of the Mason Headley Improvements Project at a cost not to exceed \$369,000. Funds are budgeted. (L0570-24) (Burton/Albright)

Summary

Authorization for the acceptance of Deeds of Conveyance and Easement from the owners of record on properties needed for the construction of the Mason Headley Improvements Project at a cost not to exceed \$369,000. Funds are budgeted. (L0570-24) (Burton/Albright)

Budgetary Implications: Y

Advance Document Review:

Law: N/A

Risk Management: No

Fully Budgeted: Yes

Account Number: 2613-303202-3251-91715

This Fiscal Year Impact: \$369,000

Annual Impact: N/A

Project: MASON_HDLY_2023

Activity: LAND_ACQUI

Budget Reference: 2023

Current Balance: \$369,000.00



TO: Mayor Linda Gorton
Urban County Council

FROM: W. Douglas Burton, Director
Division of Engineering

DATE: May 23, 2024

SUBJECT: Acquisition of Right-of-Way and Temporary Easements for the Mason Headley
Improvements Project

Request:

A resolution authorizing the acceptance of Deeds of Conveyance and Easement from the owners of record on properties needed for the construction of the Mason Headley Improvements Project at a cost not to exceed \$369,000.

Purpose of Request:

The Mason Headley Improvements Project will widen Mason Headley Road and add bike/pedestrian facilities between The Lane and Versailles Road to accommodate the planned school at 2160 Versailles Rd. The project requires acquisition of right-of-way on one parcel and temporary construction easements on two parcels. The acquisitions are necessary to construct the project.

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

The cost for this FY is: \$369,000
The cost for future FY is: N/A

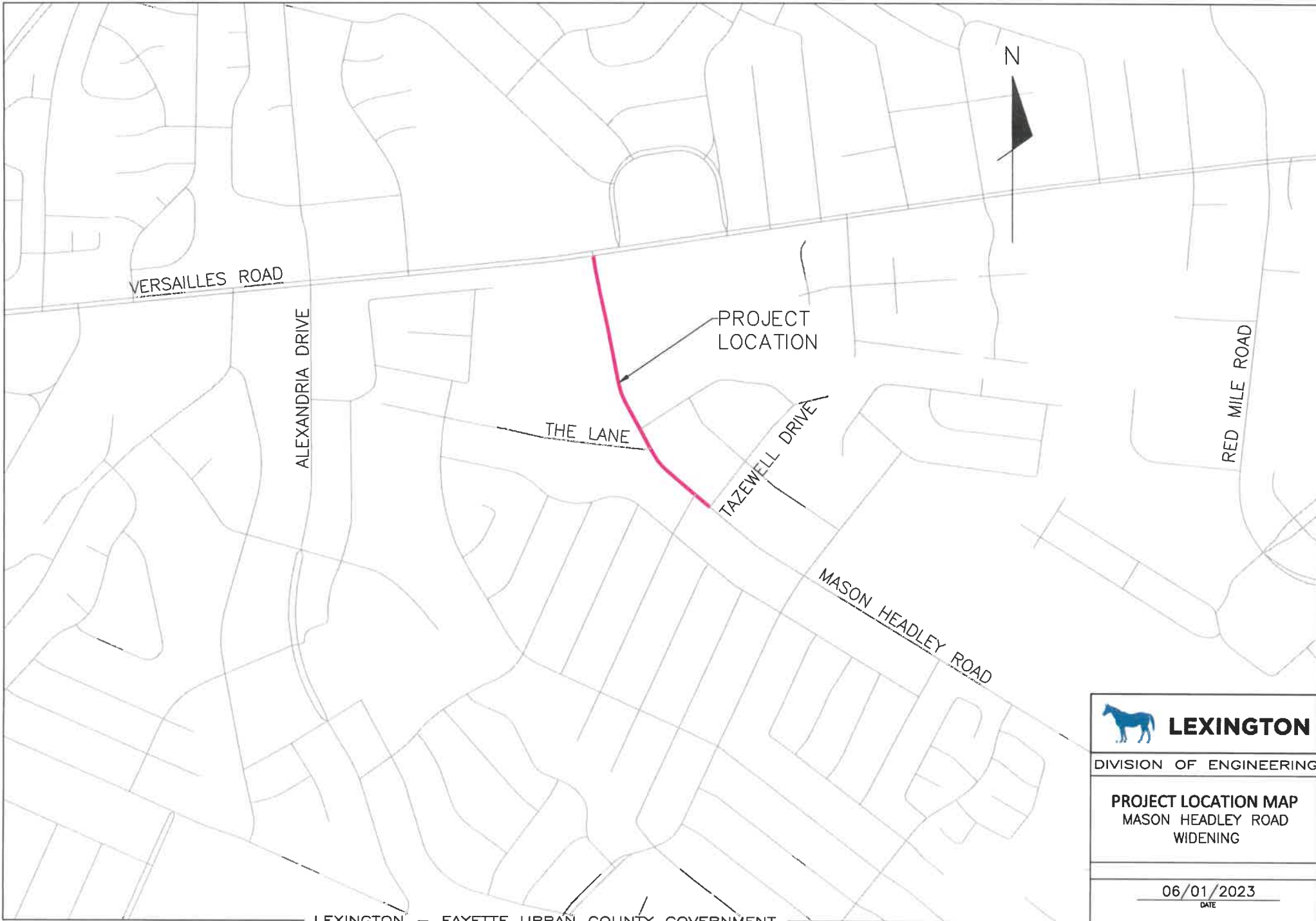
Are the funds budgeted?

The funds are budgeted in 2613-303202-3251-91715 MASON_HDLY_2023 LAND_ACQUI.

File Number: 0570-24

Director/Commissioner: Burton/Albright





 LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP MASON HEADLEY ROAD WIDENING
06/01/2023 <small>DATE</small>



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0572-24

File ID: 0572-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Mayor's Office

File Created: 05/30/2024

File Name: Infineon technologies KBI

Final Action:

Title: Authorization to allow an inducement to Infineon Technologies, LLC for local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The company is a semiconductor manufacturer. Infineon Technologies has selected Lexington to be a major growth site for Infineon America. (L0572-24) (Atkins)

Notes:

Sponsors:

Enactment Date:

Attachments: Infineon Technologies KBI June 2024 Blue Sheet,
RESO 0572-24 Infineon KBI 4865-1863-2388
v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0572-24

Title

Authorization to allow an inducement to Infineon Technologies, LLC for local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The company is a semiconductor manufacturer. Infineon Technologies has selected Lexington to be a major growth site for Infineon America. (L0572-24) (Atkins)

Summary

Authorization to allow an inducement to Infineon Technologies, LLC for local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The company is a semiconductor manufacturer. Infineon Technologies has selected Lexington to be a major growth site for Infineon America.

(L0572-24) (Atkins)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by [Tiffany Holskey, 5/30/2024]

Risk Management: NA

Fully Budgeted: NA

Account Number: NA

This Fiscal Year Impact: Revenue to be rebated. Tax expenditure, not actual cost

Annual Impact: Revenue to be rebated. Tax expenditure, not actual cost

Project:

Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton
Mayor

FROM: Kevin Atkins
Chief Development Officer

DATE: May 30, 2024

RE: Approve agreement with Infineon Technologies, Inc. to participate in the Kentucky Business Investment Program

Request:

Authorization to allow an inducement to Infineon Technologies, LLC for local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The company is a semiconductor manufacturer. Infineon Technologies has selected Lexington to be a major growth site for Infineon America.

Why are you requesting:

The Kentucky Economic Development Finance Authority (KEDFA) has given Infineon Technologies, LLC preliminary approval to participate in the KBI Program. The KBI Program requests that the state and local government enter into a 10-year agreement with the approved company under which the business can recover up to 100% of its start-up and equipment costs through Kentucky corporate income tax credits and a wage assessment fee of up to 4%. The company plans to create 54 new jobs with an average wage of approximately \$104,000 per year plus benefits. Infineon Technologies plans to invest more than \$5.5 million in building improvements, equipment, and start-up costs.

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

The cost for FY2024 is: Revenue to be rebated. Tax expenditure, not actual cost

The cost for future FY is: Revenue to be rebated. Tax expenditure, not actual cost

Are the funds budgeted? N/A

Director/Commissioner: Kevin Atkins



RESOLUTION NO. ____-2024

A RESOLUTION APPROVING THE GRANTING OF AN INDUCEMENT TO INFINEON TECHNOLOGIES LLC, OR ITS SUCCESSOR OR AFFILIATE, PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT ACT (KRS SUBCHAPTER 154.32), WHEREBY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AGREES TO REBATE ANNUALLY ONE PERCENT (1%) OF THE COMPANY'S OCCUPATIONAL LICENSE FEES FOR A TERM OF NO LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE, SUBJECT TO THE LIMITATIONS CONTAINED IN THE ACT AND ANY AGREEMENT WITH THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OR THE URBAN COUNTY GOVERNMENT RELATED TO THE PROJECT, AND TAKING OTHER RELATED ACTION.

WHEREAS, the General Assembly has created the Kentucky Business Investment Program pursuant to KRS Subchapter 154.32 (the "Act") to induce the creation of certain qualifying projects that would create jobs in Kentucky; and

WHEREAS, the Kentucky Economic Development Finance Authority has preliminarily approved the participation of Infineon Technologies LLC, in the Kentucky Business Investment Program (the "Program"); and

WHEREAS, the Council of the Lexington-Fayette Urban County Government is willing to approve the granting of an inducement to Infineon Technologies LLC (or its successor or affiliate), pursuant to the Act, whereby it would rebate annually to the Company one percent (1%) of the occupational license fee that would otherwise be due to it related to the employees who meet the requirements of the Program, which shall be retained by Infineon Technologies LLC, for a term of no longer than ten (10) years from the activation date established by the Program, subject to the limitations contained in the Act and any agreement.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That the granting of an inducement Infineon Technologies LLC, or its successor or affiliate as may be approved by the Kentucky Economic Development Finance Authority initially or in the future ("the Company"), be and hereby is approved pursuant to the Kentucky Business Investment Program of the Kentucky Jobs Development Act (KRS Subchapter 154.32).

Section 3 – That pursuant to the Kentucky Business Investment Program and KRS 154.32-090, the Lexington-Fayette Urban County Government hereby agrees rebate annually to the Company one percent (1%) of the occupational license fee due from and remitted by the Company from the wages of those employees whose jobs meet the criteria related to the qualifying project under the program (as determined by the Kentucky Economic Development Finance Authority), for a term of no longer than ten (10) years from the activation date established by the program, subject to the limitations contained in the Act, any agreement the Company has with the Authority or the Lexington-Fayette Urban County Government related to the project, and the submission of necessary documentation.

Section 4 – That the Mayor, the Clerk of the Urban County Council, and other appropriate officers and employees of the Urban County Government are hereby authorized to execute, acknowledge and deliver any agreements, documents and such other instruments and papers and to take such other actions as may be necessary or desirable, on behalf of the Lexington-Fayette Urban County Government, to effect the transactions authorized above.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0572-24:TAH:4865-1863-2388, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0573-24

File ID: 0573-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Mayor's Office

File Created: 05/30/2024

File Name: PUBLIC INFRASTRUCTURE PROGRAM
AGREEMENT: WELLINGTON PARK
APARTMENTS LLC

Final Action:

Title: Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with Wellington Park Apartments LLC in the amount of \$500,000 for the construction of an access road and related infrastructure from Wellington Way to a proposed senior affordable apartment project located at 3125 Dorchester Place. Funds are budgeted. (L0573-24) (Bencz/Atkins)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet - Wellington Park Apts PIP 20240523, Loan Agreement (Wellington Park Apartments) (final) pdf for signature, RESO 0573-24- Public Infrastructure Loan with Wellington Park Apartments 4870-4204-7172 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0573-24

Title

Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with Wellington Park Apartments LLC in the amount of \$500,000 for the construction of an access road and related infrastructure from Wellington Way to a proposed senior affordable apartment project located at 3125 Dorchester Place. Funds are budgeted. (L0573-24) (Bencz/Atkins)

Summary

Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with

Wellington Park Apartments LLC in the amount of \$500,000 for the construction of an access road and related infrastructure from Wellington Way to a proposed senior affordable apartment project located at 3125 Dorchester Place. Funds are budgeted. (L0573-24) (Bencz/Atkins)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by [Evan Thompson, 5/30/2024]

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1144-133004-0001-78103

This Fiscal Year Impact: \$500,000

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: \$1,000,000



**TO: MAYOR LINDA GORTON
URBAN COUNTY COUNCIL**

**FROM: CRAIG BENCZ
ADMINISTRATIVE OFFICER SR.**

DATE: MAY 29, 2024

**SUBJECT: PUBLIC INFRASTRUCTURE PROGRAM AGREEMENT: WELLINGTON PARK APARTMENTS
LLC**

REQUEST:

Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with Wellington Park Apartments LLC in the amount of \$500,000 for the construction of an access road and related infrastructure from Wellington Way to a proposed senior affordable apartment project located at 3125 Dorchester Place.

REASON FOR REQUEST:

The Lexington Economic Development Investment Board reviewed the application from Wellington Park Apartments LLC at their May 7, 2024 meeting. The Board voted unanimously to approve a forgivable loan in the amount of \$500,000 to Wellington Park Apartments LLC for the construction of an access road that will serve the site as well as provide access to ten acres of land within the Urban Service Area. The project will create two (2) new permanent full-time jobs.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?

The cost for this FY is: \$500,000

The cost for future FY is: N/A

ARE THE FUNDS BUDGETED?

The funds are budgeted.

Account number: 1144-133004-0001-78103

DIRECTOR/COMMISSIONER: Craig Bencz/Kevin Atkins



FORGIVABLE LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement"), dated as of this _____ day of _____, 2024, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
on("LFUCG")

And

Wellington Park Apartments LLC
a Kentucky Limited Liability Limited Partnership
159 Old Georgetown Street
Lexington, KY 40508
("Organization")

Witnesseth

WHEREAS, Organization proposes to develop forty-five affordable senior apartment units on a two acre site located at 3125 Dorchester Place, which does not currently abut roadway; and

WHEREAS, Organization proposes, as part of this development, to construct an access road, sidewalks, curbs, and gutters, meeting all current road standards, from Wellington Way to the proposed senior apartment units ("the Project"); and

WHEREAS, this access road would also provide access to ten acres of undeveloped land within the Urban Service Area to help facilitate future development; and

WHEREAS, the Organization's application for funding under the Public Infrastructure Program ("the Program") complies with the requirements of the Program; and

WHEREAS, Organization has committed to the hiring and retention of two additional qualified employees in Fayette County for at least the period of time provided in this Agreement; and

WHEREAS, LFUCG recognizes that the Project will provide a benefit to the community and that the location of this Project will be of significant benefit to Fayette County, both economically and through improvement of infrastructure; and

WHEREAS, LFUCG finds that the provision of economic incentives from the Public Infrastructure Fund towards the Project, provided herein, is in the public interest as it will create new jobs and will provide access to currently undeveloped land within the Urban Service Area;

WHEREAS, the Organization is agreeable to accepting the funding provided pursuant to this Agreement with the understanding that its use is limited to offsetting costs directly related to the Project and as further restricted through the terms of this Loan Agreement; and

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

Recital

This Loan Agreement ("Agreement") provides for a forgivable loan in the amount of five hundred thousand dollars and zero cents (**\$500,000.00**) from LFUCG to Wellington Park Apartments LLC (hereinafter "Organization") pursuant to the terms of this Agreement. In order to induce LFUCG to enter into this Loan Agreement and to make the Loan, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1 Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Organization.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor, hired after the effective date of this Agreement and retained by the Organization and working in Fayette County for any portion of the time between the date construction of the Project is completed and the ten (10) year anniversary thereof.

“Event of Default” shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

“Full Time Job” shall mean a job held by a person employed (an employee) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

“Gross Salaries” shall mean the salaries and wages paid to the Organization’s Employees, as defined above.

“Hire” or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

“Jobs Requirement” shall have the meaning set forth in Section 3.15, hereof.

“Loan” shall mean the forgivable loan in the principal amount of \$500,000.00 from LFUCG to the Organization as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit B to this Agreement.

“Loan Documents” shall mean this Loan Agreement and Exhibits to this Agreement, and all other instruments or agreements related thereto.

“LFUCG” shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

“Note” shall mean the promissory note attached as Exhibit B to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

“Organization” shall mean Organization and any subsidiary companies or other affiliates owned or controlled by Organization in Fayette County.

“Person” shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

“Project” shall mean the access road, sidewalks, curbs, and gutters providing road access from Wellington Way to the Organization’s senior affordable apartment units, as further described in the attached Exhibit A, which is incorporated herein by reference. Organization understands and agrees that any material change to the proposed Project will require the advance written approval of LFUCG.

“Project Site” shall mean the property on which the Project, as further described in Exhibit A which is incorporated herein by reference, is located, and which the Organization has an access easement thereto.

“Public Infrastructure” shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

“Public Infrastructure Fund” shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

“Request for Disbursement” shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2 The Loan

LFUCG agrees to provide the Organization with a forgivable loan (the Loan) in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of five hundred thousand dollars and zero cents (**\$500,000.00**) as evidenced by the Note attached hereto and made a part hereof as Exhibit B.

2.2 Interest. Interest at the rate of zero percent (0.00%) of the outstanding principal shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default shall be assessed.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Organization as reimbursement for qualifying Public Infrastructure expenditures on the Project Site. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, and (iii) LFUCG has received properly completed and executed copies of Exhibit C not less than thirty (30) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Payments. Payment on the Loan shall be deferred as long as the Organization complies with the Loan Documents. Should the Project be completed, to the sole satisfaction of LFUCG, within two years from the execution of this Agreement, and Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder, principal shall be forgiven according to the following schedule:

Date of Forgiveness	Percent of Original Principal Forgiven
July 1, 2027	10%
July 1, 2028	10%

July 1, 2029	10%
July 1, 2030	10%
July 1, 2031	10%
July 1, 2032	10%
July 1, 2033	10%
July 1, 2034	10%
July 1, 2035	10%
July 1, 2036	10%

Notwithstanding the above:

- (a) Should the Project be completed within two (2) years after execution of this Agreement and should the Organization otherwise obtain full compliance with the Loan Agreement, including the requirement to retain the required number of employees for a period of ten years after completion of the Project, before July 1, 2036, forgiveness of all remaining principal shall occur upon the LFUCG's approval of Organization's final bi-annual report required under Section 3.15 of this Agreement.
- (b) In the event the Project is not completed, to the sole satisfaction of LFUCG, within two (2) years after execution of this Agreement, the Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest all of which shall be due on the first day of each quarter. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due thirty (30) days after the two year anniversary of this Agreement.

In the event of default, the entire principal distributed at the time of default, interest, and any additional interest as provided in Section 2.2, shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing, as provided in Section 6.1 of this Agreement. All outstanding amounts will bear interest as provided in the Note and Section 2.2 of this Agreement.

2.5. Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part.

2.6. Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

SECTION 3 General Covenants

In consideration for the provision of the Loan by LFUCG, the Organization agrees that, until the terms of this Agreement are fulfilled or as otherwise provided, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG:

- (a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;
- (b) Substantially cease its business operations at the Project Site;
- (c) Enter into any agreement for the assumption of the Loan by any other Person; or,
- (d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Organization shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Organization shall furnish to LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g.

labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the construction of necessary public infrastructure related to the Project, including sanitary sewer, storm water sewer, public parking, public transit improvements/enhancements, public sidewalks, public multi-use paths and public roads (curb, gutter, and utility relocation as needed) and those expenses typically related to hard construction costs. Loan proceeds may not be used for project design, engineering, and other soft costs.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Main Offices on Property Served by Project. The main offices of the Organization shall remain on the Organization's property utilized for senior affordable apartments and served by the Project.

3.10 Construction of the Project. Construction of the Project shall be commenced within twelve months from the date of this Agreement's execution.

3.11 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-

house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

3.12 Access. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Loan Agreement.

3.13 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 Loan 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.

3.14 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.

3.15 Jobs Requirement.

The Organization shall hire and retain two employees in Fayette County for at least a period of ten (10) years from the completion of the Project's construction, as determined in the sole discretion of LFUCG. Biannually each year (in June and December), Organization shall provide LFUCG, on a form substantially similar to Exhibit D, with a certification of the following information: (i) the number of jobs maintained by the Organization in Fayette County as the date of submittal and the Gross Salaries related to its Employees/aggregate payroll in Fayette County; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of the Loan Documents.

3.16 Dedication of Project to Government. Organization agrees to dedicate the Project to LFUCG upon completion and acceptance by LFUCG, if requested by LFUCG.

3.17 Sale of Property Served By Project. Organization shall receive the approval of LFUCG prior to any transfer of any property owned by Organization and served by the Project, including, but not limited to, 3125 Dorchester Place.

SECTION 4

Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Organization's execution or delivery of the Loan Documents nor the performance or observance by the Organization of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and

complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the development of senior affordable apartments and the Project, and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.15, above.

SECTION 5 Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreements. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, representation, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Lexington Affordable Housing Trust Fund Agreements. Should Organization receive funds from the Lexington Affordable Housing Trust Fund related to the senior affordable apartment facility being serviced by the Project, an Event of Default under this Agreement shall occur if any agreement with the Affordable Housing Trust Fund is terminated, or the Organization or its affiliates violate any term contained in any such agreement.

5.8 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.9 Loan Documents. If, for any reason, any of the Loan Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6 Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare

the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7 Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Organization at the Project Site, and the number of hours worked by those employees. The Organization hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the

Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Loan Documents.

SECTION 8 Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky

situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Loan Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9 Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG:	Chief Development Officer Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507 ATTN: Kevin Atkins
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If to the Organization:	Wellington Park Apartments LLC 159 Old Georgetown Street Lexington, KY 40508 Attn: Johan Graham
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or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements,
Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses;
Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the date of this Loan Agreement's execution, and continue until the first date on which the Loan and all accrued interest thereon shall have been paid in full and the Organization shall have paid or performed all its other obligations hereunder.

12.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

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

12.4 Third Party Beneficiaries. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Organization or LFUCG.

12.5 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.6 Nonliability of LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said

parties against the Borrower. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Loan Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

12.7 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

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

12.9 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Loan Agreement as of the day, month and year first above written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: _____

Printed Name: Linda Gorton

Title: Mayor

ORGANIZATION:

Wellington Park Apartments LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

Council Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF _____)

The foregoing Forgivable Loan Agreement was sworn to, subscribed and acknowledged before me on this ____ day of _____, 2024 by _____ of Wellington Park Apartments LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

Notary Public
My commission expires: _____

EXHIBIT A
APPLICATION

EXHIBIT B

PROMISSORY NOTE

Borrower: Wellington Park Apartments LLC of 159 Old Georgetown Street, Lexington, KY 40508 (the “Borrower”)
LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the “LFUCG”)
Principal Amount: \$500,000.00 USD (“Loan”)

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Forgivable Loan Agreement entered into by the parties on _____, 2024, (the “Loan Agreement”), up to the maximum sum of \$500,000.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.
2. Interest will be assessed at a rate of ZERO PERCENT (0.00%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Forgivable Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.
3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower’s default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.
4. Payment on the Loan shall be deferred as long as the Borrower complies with the terms of the Loan Agreement. Upon completion of the Project to the sole satisfaction of LFUCG within two years of the execution of the Loan Agreement, and Borrower has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder, principal shall be forgiven according to the following schedule:

Date of Forgiveness	Percent of Original Principal Forgiven
July 1, 2027	10%
July 1, 2028	10%
July 1, 2029	10%
July 1, 2030	10%

July 1, 2031	10%
July 1, 2032	10%
July 1, 2033	10%
July 1, 2034	10%
July 1, 2035	10%
July 1, 2036	10%

Notwithstanding the above, should the Project be completed within two (2) years after execution of this Agreement and should the Organization otherwise obtain full compliance with the Loan Agreement, including the requirement to retain the required number of employees for a period of ten years after completion of the Project, before July 1, 2036, forgiveness of all remaining principal shall occur upon the LFUCG's approval of Organization's final bi-annual report required under Section 3.15 of this Agreement.

5. If the Borrower has outstanding principal or interest at the end of year twelve (12), the Borrower shall repay the balance of the Note to the LFUCG.
6. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.
7. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve (12) percent per annum from the date of demand until paid.
8. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.
9. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

10. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of Wellington Park Apartments LLC, a Kentucky Limited Liability Limited Partnership, on this _____ day of _____, 2024.

Wellington Park Apartments LLC

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

)

COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this ____ day of _____, 2024, by _____ of Wellington Park Apartments LLC, for and on behalf of said company, which is registered to do business in Kentucky.

Notary Public

My commission expires: _____

4892-9275-4878, v. 1

EXHIBIT C

Request for Reimbursement

The undersigned, _____, in his/her capacity as _____ of Wellington Park Apartments LLC, a Kentucky Limited Liability Limited Partnership (the "Borrower") hereby certifies that:

1. The Lexington-Fayette Urban County Government (the "LFUCG") and the Borrower executed a Forgivable Loan Agreement ("Loan Agreement") in the amount of five hundred thousand dollars and zero cents (\$500,000.00), for reimbursement of eligible Public Infrastructure construction expenses related to the Project, as defined and described in the Loan Agreement.
2. Pursuant to the Loan Agreement, the Borrower agreed to hire, and has hired (or agrees to hire by the completion of the Project), a minimum of two (2) new permanent full-time jobs working on the property located at 3125 Dorchester Place in Lexington-Fayette County, as provided in the Loan Agreement.
3. The Borrower requests a disbursement of _____ for reimbursement of public infrastructure construction expenses listed in the application.
4. The Borrower understands that any provision of funds by LFUCG is conditioned upon Borrower's fulfillment of the terms of the Loan Agreement and review and approval by LFUCG of all documentation provided by Borrower justifying the expense to ensure all funds are used as reimbursement for construction of Public Infrastructure as required by the Loan Agreement. The Borrower further understands that LFUCG may request additional documentation and that payment by LFUCG is not a waiver of any Event of Default.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of Wellington Park Apartments LLC, a Kentucky Limited Liability Limited Partnership, which is registered to do business in Kentucky on this _____ day of _____, 2024.

Wellington Park Apartments LLC

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ____ day of _____, 2024, by _____ of Wellington Park Apartments LLC, a Kentucky Limited Liability Limited Partnership, for and on behalf of said company, which is registered to do business in Kentucky.

Notary Public

My commission expires: _____

EXHIBIT D

BIANNUAL REPORT

4871-4013-8430, v. 1

Date:	Report 1 or 2 of year _____
Company/Organization Name:	Company/Organization Address:
Fund Program: Public Infrastructure Program	Date Approved Infrastructure Completed:

Minimum Number of Jobs to be Created by the Agreement:		Total Number of Jobs Currently Created by the Agreement:	
Median Hourly Wage:		Total Payroll of New Jobs Created by the Agreement:	
Mean Hourly Wage:			

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	Title
Print Name	Date

Schedule 1 to Exhibit D

	Employee Name	Employee Address	Date of Hire	Title	Hours Worked Per Week	Annual Wage
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FORGIVABLE LOAN AGREEMENT AND RELATED DOCUMENTS WITH WELLINGTON PARK APARTMENTS, LLC, PURSUANT TO THE PUBLIC INFRASTRUCTURE PROGRAM, FOR CONSTRUCTION OF AN ACCESS ROAD AND RELATED INFRASTRUCTURE FROM WELLINGTON WAY AS WELL AS THE CREATION OF JOBS, AT A COST NOT TO EXCEED \$500,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Forgivable Loan Agreement, which is attached hereto and incorporated herein by reference, and related documents, with Wellington Park Apartments, LLC, pursuant to the Public Infrastructure Program, for construction of an access road and related infrastructure from Wellington Way, as well as the creation of jobs.

Section 2 – That an amount, not to exceed the sum of \$500,000.00, be and hereby is approved for payment to Wellington Park Apartments, LLC, from account # 1144-133004-0001-78103, pursuant to the terms of the Forgivable Loan Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0573-24:EPT:4870-4204-7172, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0578-24

File ID: 0578-24

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 05/31/2024

File Name: Request Council authorization execute the amendment to an agreement with NAMI Lexington to budget \$170,000 to provide for an expansion of mental health court services to eligible low/moderate income persons and to extend the period of performance to Decem

Final Action:

Title: Authorization execute the amendment to an agreement with NAMI Lexington to budget \$170,000 to provide for an expansion of mental health court services to eligible low/moderate income persons and to extend the period of performance to December 31, 2025, and to execute any other agreements or amendments with NAMI Lexington related to the use of these funds. Funds are budgeted. (L0578-24) (Reynolds/Lanter)

Notes:

Sponsors:

Enactment Date:

Attachments: 24- Blue Sheet Amendment No. 2 NAMI Lexington,
Second Amendment NAMI Lexington CDBG-CV2 -
Unsigned, FMHC budget - FY25 pg rev2

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0578-24

Title

Authorization execute the amendment to an agreement with NAMI Lexington to budget \$170,000 to provide for an expansion of mental health court services to eligible low/moderate income persons and to extend the period of performance to December 31, 2025, and to execute any other agreements or amendments with NAMI Lexington related to the use of these funds. Funds are budgeted. (L0578-24) (Reynolds/Lanter)

Summary

Authorization execute the amendment to an agreement with NAMI Lexington to budget \$170,000 to provide for an expansion of mental health court services to eligible low/moderate income persons and to extend the period of performance to December 31, 2025, and to execute any other agreements or amendments with NAMI Lexington related to the use of these funds. Funds are budgeted. (L0578-24) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 6/3/2024

Risk Management: N/A

Fully Budgeted: budget amendment is in process

Account Number: 3120-900349-0001-71101

This Fiscal Year Impact: \$170,000

Annual Impact: \$0

Project: CDBG_CV_2021

Activity: FED_GRANT

Budget Reference: 2021

Current Balance:



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: MAY 31, 2024

SUBJECT: Amendment No. 2 to Agreement with NAMI Lexington

Request: Council authorization to execute the amendment to an agreement with NAMI Lexington to budget \$170,000 to provide for an expansion of mental health court services to eligible low/moderate income persons and to extend the period of performance to December 31, 2025, and authorizing the Mayor to execute any other agreements or amendments with NAMI Lexington related to the use of these funds.

Purpose of Request: On November 19, 2020 (Resolution 568-2020), Council authorized acceptance of federal Community Development Block Grants (CDBG) funds from U.S. Department of Housing and Urban Development under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for response to COVID-19. NAMI Lexington was awarded \$180,000 to provide for an expansion of mental health court services to eligible low/moderate income persons to meet the increased need as a result of the coronavirus in Lexington-Fayette County. On March 23, 2023 (Resolution 196-2023), Council approved to extend the period of performance to June 30, 2023. Due to increased substance use and the need for treatment/programming options as a result of the pandemic, NAMI Lexington requests a grant adjustment to expand mental health court services to eligible low/moderate income persons by \$170,000 and to increase funds in salaries, fringe benefits, in-area travel, supplies, and operating expenses and to extend the period of performance to December 31, 2025.

What is the cost in this budget year and future budget years? \$170,000 will be reallocated within the existing grant budget. All funds were previously budgeted. No additional funds are anticipated in future budget years.

Are the funds budgeted? Grant funds are budgeted, a budget amendment is in process to reallocate within the existing grant budget.

File Number: 0578-24

Director/Commissioner: Reynolds/Lanter



**SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-CV)**

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of _____ 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **NAMI LEXINGTON**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 498 Georgetown St., Suite 100, Lexington, KY, 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, Government and Grantee entered into an Agreement dated February 9, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$180,000 in federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) under The Coronavirus Aid, Relief, and Economic Security (CARES) Act;

WHEREAS, the Agreement required the funds to be used in accordance with an approved budget;

WHEREAS, the parties now desire to amend the Agreement to reflect changes to the budget and period of performance;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

- A.** Section I., STATEMENT OF WORK, Part D. titled Budget and Use of Funds shall be amended to read:

Funds in the amount of \$350,000 shall be used exclusively for salaries, fringe benefits, in-area travel, supplies, operating expenses, and contractual services (see budget narrative in application). The approved budget is below:

Salaries	\$ 290,800
Fringe	\$ 41,974
Training and Travel	\$ 1,500
Supplies	\$ 9,726
<u>Contractual</u>	<u>\$ 6,000</u>
Total	\$ 350,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

- B.** Section I., STATEMENT OF WORK, Part E. titled Payment, shall be amended to read:

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$350,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

C. Section I., STATEMENT OF WORK, Part F., titled Schedule – Time of Performance, shall be amended to read: “The term of this Agreement shall be March 6, 2020, through December 31, 2025.”

In all other respects, except as specifically modified herein, the terms of the Agreement dated February 9, 2021, as amended by the First Amendment thereto, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

NAMI LEXINGTON

Phill Gunning, Executive Director

4867-3307-0276, v. 1

BUDGET AND BUDGET JUSTIFICATION July 1, 2024 thru June 30, 2025

Fayette Mental Health Court

Position	Name	Compensation	CDBG-CV FUNDED	LFUCG FUNDED	Other Sources / In-kind	TOTAL
Program Director / Community Liaison	Kelly Gunning, MA Community Psycho	\$43,000	\$43,000			\$43,000
Program Coordinator / SUD Tx Navigator	William Buckman, MSW	\$71,500	\$53,625	\$17,875		\$71,500
Communtiy Navigator / Case Manager 1	Annabelle Vance	\$36,400	\$26,390	\$10,010		\$36,400
Communtiy Navigator / Case Manager 2	TBD	\$36,400		\$36,400		\$36,400
Aduilt Peer Support Specialist 1	Jennifer Giles	\$8,550	\$8,550			\$8,550
Adult Peer Support Specialist 2	Paula Zaglul	\$7,450		\$7,450		\$7,450
Adult Peer Support Specialist 3	Makia Adkins	\$8,550	\$4,275	\$4,275		\$8,550
Total Personnel			\$135,840	\$76,010	\$0	\$211,850

.5 FTE Program Director - annual salary \$86,000 (\$41.35 / hour * 20 hrs / wk)
.5 FTE Program Coordinator / SUD Tx Navigator - annual salary \$65,000 (\$31.25 / hour * 20 hrs / wk)
1.0 FTE Community Navigator / Case Manager 1 - annual salary \$36,400 / 17.50 hr * 40 hrs / wk)
1.0 FTE Community Navigator / Case Manager 2 - annual salary \$36,400 / \$17.50 / hr * 40 hrs / wk)
.375 FTE Adult Peer Support Specialist 1 - annual compensation \$11,700 (\$15.00 / hr * 15 hrs / week)
.375 FTE Adult Peer Support Specialist 2 - annual compensation \$11,700 (\$15.00 / hr * 15 hrs / week)
.375 FTE Adult Peer Support Specialist 3 - annual compensation \$11,700 (\$15.00 / hr * 15 hrs / week)

B. Fringe	CDBG-CV	LFUCG	Other Sources /	
	FUNDED	FUNDED	In-kind	TOTAL
TOTAL PERSONNEL	\$135,840	\$76,010		\$211,850

FICA and Medicare	7.65%	7.65%	\$10,392	\$5,815		\$16,207
Unemployment	0.07%	0.70%	\$951	\$532		\$1,483
Workers Compensation	2.80%	2.80%	\$3,804	\$2,128		\$5,932
Health Insurance (50% premium co-pay up to 10% of Gross Salary) - Nav 1 - 3,640	\$3,640	1.0 FTE			\$3,640	\$3,640
Health Insurance (50% premium co-pay up to 10% of Gross Salary) - Kelly Gunning 6,400	\$8,600	.5 FTE	\$6,450	\$2,150		\$8,600
Health Insurance (50% premium co-pay up to 10% of Gross Salary) -William Buckman 6,500	\$6,500	.5 FTE			\$6,500	\$6,500
Total Fringe (currently 15.2 %)			\$21,596	\$10,625		\$32,221

C. Training / Travel / Licensing	CDBG-CV	LFUCG	Other Sources /	
	FUNDED	FUNDED	In-kind	TOTAL
Training / Staff Development			\$750	\$750

Travel - (35 miles / day x .50 / mile X 3 staff X 50 days)					\$750	\$750
Total Training / Travel / Licensing					\$1,500	\$1,500

D. Operating Expenses		CDBG-CV FUNDED		Other Sources / In-kind	TOTAL
Office Equipment - desks / computers / printers				\$1,800	\$1,800
Office and Program Supplies based on 40 participants		5351	\$5,064	\$287	\$1,600
Program Office space - Annual rent (+ parking)				\$10,800	\$10,800
Administrative office space - Annual rent X .25		1250	\$0	\$0	\$1,250
Utilities		1200	\$0	\$0	\$1,200
Telephone, internet		\$1,650	\$0	\$0	\$1,650
Total Operating Expenses			\$5,064	\$287	\$18,300

F. Contracted Services / Other Supports		CDBG-CV FUNDED	LFUCG FUNDED	Other Sources / In-kind	TOTAL
Licensed Psychologist, Forensic Evaluator / Sean Riley, Ph.D. - Eastern State Hospital				\$24,000	\$24,000
Regional Director of Specialty and Outreach Services / PhD LPCCS NCC - New Vista				\$24,000	\$24,000
Clinical Consultant - LCSW		Connie Milligan	\$6,000	\$6,000	\$12,000
Certified Adult Peer Support Specialist 1 / .25FTE - NAMI Lexington / Participation Station				\$6,240	\$6,240
Certified Adult Peer Support Specialist 2 / .25FTE - NAMI Lexington / Participation Station				\$6,240	\$6,240
Fiscal Management / reporting oversight - Phill Gunning, NAMI Lexington				\$12,000	\$12,000
Data Collection, Evaluation / Quality Assurance - Geneva Coleman, NAMI Lexington				\$6,000	\$6,000
Accounting / Audit / Tax preparation		\$2,848		\$2,848	\$2,848
Legal / Insurance / Dues				\$982	\$982
Substance Use Testing - 10 participants X 26 weeks + 20 participants x 26 weeks				\$3,248	\$3,248
Based on average of 2 quotes - Premier and AMC (inkind - pretrial services)				\$36,600	\$36,600
Emergency Housing Supports - New Beginnings / New Vista				\$15,000	\$15,000
Household furnishings / Temporary rental assistance - Community Partners				\$20,000	\$20,000
Total Contracted Services / Other Supports			\$6,000	\$13,078	\$150,080

		CDBG-CV FUNDED	LFUCG FUNDED	Other Sources / In-kind	TOTAL
TOTAL EXPENSES			\$170,000	\$100,000	\$169,880



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0579-24

File ID: 0579-24

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 05/31/2024

File Name: Request Council authorization to execute Change Order No. 2 with Bluegrass Contracting Corporation for the Construction of Davis Park. The change order is for an increase of \$6,498.25 and to accept additional grant funds from KYTC in the amount of \$4,979.

Final Action:

Title: Authorization to execute Change Order No. 2 with Bluegrass Contracting Corporation for the construction of Davis Park. The change order is for an increase of \$6,498.25 and to accept additional grant funds from KYTC in the amount of \$4,979.25. The total contract amount will increase from \$1,141,801.00 to \$1,148,299.25. (L0579-24) (Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: 24-Blue Sheet Memo Davis Park CO No. 2, BA 13126, 81-22 KYTC CO2, 81-22 LFUCG Change Order #2 for Mayor Signature

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0579-24

Title

Authorization to execute Change Order No. 2 with Bluegrass Contracting Corporation for the construction of Davis Park. The change order is for an increase of \$6,498.25 and to accept additional grant funds from KYTC in the amount of \$4,979.25. The total contract amount will increase from \$1,141,801.00 to \$1,148,299.25. (L0579-24) (Conrad/Ford)

Summary

Authorization to execute Change Order No. 2 with Bluegrass Contracting Corporation for the construction of Davis Park. The change order is for an increase of \$6,498.25 and to accept

additional grant funds from KYTC in the amount of \$4,979.25. The total contract amount will increase from \$1,141,801.00 to \$1,148,299.25. (L0579-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 5/29/2024

Risk Management: N/A

Fully Budgeted: Yes and budget amendment is in process.

Account Number: 3160-707602-7221-91015

This Fiscal Year Impact: \$6,498.25

Annual Impact: \$0

Project: NEWTOWNPK_2011

Activity: SUPPL_2021

Budget Reference: 2011

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: MAY 31, 2024

SUBJECT: Authorization to execute Change Order No. 2 with Bluegrass Contracting Corporation for the Construction of the Davis Park project

Request: Council authorization to execute Change Order No. 2 with Bluegrass Contracting Corporation for the Construction of Davis Park. The change order is for an increase of \$6,498.25 and to accept additional grant funds from KYTC in the amount of \$4,979.25. The total contract amount will increase from \$1,141,801.00 to \$1,148,299.25.

Purpose of Request: On September 22, 2022 (Resolution 536-2022), Council accepted a bid from Bluegrass Contracting Corporation, in the amount of \$720,476.00 for construction of Davis Park. On August 17, 2023 (Resolution 442-2023), Council approved Change Order No. 1 to increase the contract to \$1,141,801. Parks and Recreation needs a change order completed for additional hydroseeding needed to establish turf. Funding will come from the remaining funds left in the project account with the additional funds provided by KYTC. Parks and Recreation is asking council to approve Change Order No. 2 and accept the additional funds from KYTC.

What is the cost in this budget year and future budget years? Cost in FY24 is \$6,498.25. No costs are anticipated in future budget years.

Are the funds budgeted? Yes and budget amendment is in process.

- 3160-707602-7221-91015-NEWTOWNPK_2011-SUPPL_2021

File Number: 0579-24

Director/Commissioner: Conrad/Ford





Search in Menu

LFUCG Budget Amendment Request Form

[New Window](#) | [Help](#) | [Personalize Page](#)

Requester: Moore,Celia E

Date: 06/04/2024

Status: Pending Approval

Amend Nbr: 13126

Business Unit: LFUCG Journal Date: 06/04/2024 Budget Period: 2024 Bid: ☐ Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	707602	7221	91015	Park Area Renovation	4,979.25	053967	CFORD	

▼ Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	707602	7221	44010	Intergovernmental - Federal	4,979.25	053967	CFORD	

▶ Personnel, Operating & Capital Accounts

▶ Revenue Accounts

Comments:

To budget additional funds awarded on NEWTOWNPK_2011

Net Amend Amt: 0.00

KENTUCKY TRANSPORTATION CABINET

Local Public Agency (Department of Highways Funding)

CHANGE ORDER

lpa-DOH-chgord
Mod 07/2/10

Page
Contract ID 81-2022 Project Sponsor LFUCG
Change Order No 2 County Fayette
Contractor Bluegrass Contracting Corporation Project Number
Contractor Project Name Construction of Davis Park
Address P.O. Box 11638 Lexington, KY 40576-1638

Proposed Changes in Connection with Contract Items:

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Landscape-Hydroseeding Turfgrass Seed	0.293	S.Y.	17,000.00	4,979.25
Total for this Page					4,979.25
Total for Continuation Page(s)					
Total Contract Items					4,979.25

Proposed Items of Supplemental Agreement:

Ref. No.	Description	Quantity	Unit	Unit Price	Amount
Total for this Page					
Total for Continuation Page(s)					
Total Supplemental Agreement					
Total Increase Amount					\$ 4,979.25

Time Extension/Explanation:

Reasons for Proposed Changes:

Additional seeding needed to establish turf.

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

Bluegrass Contracting Corporation




Contractor

By:



5-7-24

Date

Requested  5/17/24
Project Engineer DATE
Recommended  5/18/24
Chief District Engineer DATE
Recommended Jason Siwula 5/18/24
Deputy State Highway Engineer DATE
Approved  5/18/24
LPA Signature Authority DATE
Deputy Director
Title
Approved James Ballinger 5/18/24
State Highway Engineer DATE

From: Tucker, Shane S (KYTC-D07)
Sent: Tuesday, May 7, 2024 4:43 PM
To: Wester, Paula M (KYTC-D07); Baker, Kelly A (KYTC-D07)
Cc: Bray, Angie M (KYTC); Anthony Williams
Subject: Fwd: Davis Park Change Order #2
Attachments: 81-22 Davis Park CO 2_Revised LPA9 - District Change Order Form.pdf

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Paula,

Please see the attached revised change order request from LFUCG Parks & Rec. Kelly has previously approved the request. The only change is the amount requested. I recommend approval. Please return to me once Kelly has reviewed and signed and I will send to Central Office for final processing.

Thanks!

Shane

Get [Outlook for iOS](#)

From: Anthony Williams <awilliam@lexingtonky.gov>
Sent: Tuesday, May 7, 2024 4:31 PM
To: Bray, Angie M (KYTC) <angie.bray@ky.gov>; Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Cc: Chris Toutant <ctoutant@lexingtonky.gov>; Rosemary Olive <rolive@lexingtonky.gov>; Wester, Paula M (KYTC-D07) <Paula.Wester@ky.gov>
Subject: RE: Davis Park Change Order #2

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

This Message Originated from Outside the Organization

This Message Is From an External Sender.

[Report Suspicious](#)

Tanner and I signed off on the revision today.

Anthony R. Williams
Project Manager
LFUCG Div. of Parks & Recreation

859.288.2966 Office
859.539.6819 Cell
awilliam@lexingtonky.gov

From: Bray, Angie M (KYTC) <angie.bray@ky.gov>

Sent: Tuesday, April 30, 2024 9:27 AM

To: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Anthony Williams <awilliam@lexingtonky.gov>

Cc: Chris Toutant <ctoutant@lexingtonky.gov>; Rosemary Olive <rolive@lexingtonky.gov>; Wester, Paula M (KYTC-D07) <Paula.Wester@ky.gov>

Subject: RE: Davis Park Change Order #2

You don't often get email from angie.bray@ky.gov. [Learn why this is important](#)

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Done 😊

Angie Bray

State Highway Engineer's Office

Kentucky Transportation Cabinet

200 Mero Street, 6th Floor East

Frankfort, KY 40622

502-782-4974

From: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>

Sent: Tuesday, April 30, 2024 9:20 AM

To: Anthony Williams <awilliam@lexingtonky.gov>; Bray, Angie M (KYTC) <angie.bray@ky.gov>

Cc: Chris Toutant <ctoutant@lexingtonky.gov>; Rosemary Olive <rolive@lexingtonky.gov>; Wester, Paula M (KYTC-D07) <Paula.Wester@ky.gov>

Subject: RE: Davis Park Change Order #2

Tony,

Sure. I have copied Angie Bray, with our State Highway Engineer's Office on this email and will ask that she discard the current request and I will send her an updated form upon your resubmittal with the new numbers. As far as a memo goes, the approved CO should suffice for your Grants Department. It has been acceptable for Division of Engineering. If not, let me know. Thanks!

Shane



Shane Tucker

Dept. of Highways - District 7 - Planning

(859) 246-2355 OFFICE

(502) 564-2360 DIRECT

From: Anthony Williams <awilliam@lexingtonky.gov>

Sent: Monday, April 29, 2024 11:05 AM

To: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>

Cc: Chris Toutant <ctoutant@lexingtonky.gov>; Rosemary Olive <rolive@lexingtonky.gov>

Subject: Davis Park Change Order #2

Shane,

We were going over the funds for Davis after our meeting this morning. We still have \$1519.00 remaining. Can we amend amount on your change order to \$4979.25? That would let us use the remaining project funds in addition to KYTC's funds the \$6498.25 change order #2. 177

Also, could we a Notice of Award of Additional Funds letter/memo for this as well? We are trying to gather everything we think our Grants Division will need to process this change order.

Thank you,

Anthony R. Williams

Project Manager

Div. of Parks & Recreation

859.288.2966 Office

859.539.6819 Cell

lexingtonky.gov



LEXINGTON

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	March 26, 2024	
		Project:	Construction of Davis Park	
		Location:	Davis Park	
TO: Bluegrass Contracting Corporation P.O. Box 11638 1075 Red Mile Road Lexington, KY 40576-1638	Contract No.	258-2022		
	Original Contract Amt.	\$720,476.00		
	Cumulative Amount of Previous Change Orders	\$421,325.00		
	Percent Change - Previous Change Orders		58.48%	
	Total Contract Amount Prior to this Change Order	\$1,141,801.00		
	Change Order No.	2		
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	Additional Hydroseeding		\$6,498.25	
	Total decrease	\$0.00		
	Total increase		\$6,498.25	
	Net Amount of this Change Order	\$6,498.25		
	New Contract Amount Including this Change Order	\$1,148,299.25		
	Percent Change - This Change Order			0.90%
	Percent Change - All Change Orders			59.38%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.				
Recommended by <u>Anthony R. Williams</u>		(Proj. Mngr.)	Date <u>3/29/24</u>	
Accepted by <u>[Signature]</u>		(Contractor)	Date <u>3/29/24</u>	
Approved by <u>[Signature]</u>		(Director)	Date <u>4/9/24</u>	
Approved by <u>[Signature]</u>		(Commissioner)	Date <u>4/12/24</u>	
Approved by _____		(Mayor or CAO)	Date _____	

JUSTIFICATION FOR CHANGE

81-22 Construction of Davis Park

CONTRACT NO. 258-2022

CHANGE ORDER: 02

1. Additional Hydroseeding needed to establish turf.

2. Is proposed change an alternate bid? ☒ Yes ☐ No
3. Will proposed change alter the physical size of the project? ☐ Yes ☒ No
If "Yes", explain.

4. Effect of this change on other prime contractors: None.

5. Has consent of surety been obtained? ☐ Yes ☒ Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ☐ Yes ☒ No
If "Yes", will the policies be extended? ☐ Yes ☐ No
7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

Mayor_____
Date

March 29, 2024

Anthony Williams
LFUCG Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

Project Information: 81-2022 Construction of Davis Park
PCO-002 Final Seeding

Item	Description	Quantity	Unit	Price	Extension
00001	Additional seeding	1.00	L.S.	6,498.25	6,498.25
TOTAL:					6,498.25

This quote contains the following exclusions/qualifications:

- Includes reseeding of areas that had to be re-worked to borrow material from around the site due to the shortage of fill dirt required to finish grading the areas around the playground/hardscapes.

Project Notes: **Price is good for 30 Days.**

If you have any questions or require any additional information, please do not hesitate to contact me at 859-231-0069 or via email at tannerm@bluegrasscontracting.com



Tanner McKenzie, P.E.
Vice President
Bluegrass Contracting Corporation



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0580-24

File ID: 0580-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Community
Corrections

File Created: 05/31/2024

File Name: CLEAR PASS BODY SCANNER

Final Action:

Title: Authorization to purchase a Clearpass Digital Full Body Security Screening System from Romaine Companies, a sole source provider, for the Division of Community Corrections for the purpose of security inspection and identification of a foreign object on or in a human body. The total cost of the purchase is \$173,000. Funds are budgeted. (L0580-24)
(Colvin/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: BODY SCANNER memo 5-31-24, CLEARPASS
BODY SCANNER quote_brochure, SOLE SOURCE
CERTIFICATION_031424 (002), Reso 0580-24
Romaine Companies Reso 4884-6690-6566 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: BRADLEY, TAMMY

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0580-24

Title

Authorization to purchase a Clearpass Digital Full Body Security Screening System from Romaine Companies, a sole source provider, for the Division of Community Corrections for the purpose of security inspection and identification of a foreign object on or in a human body. The total cost of the purchase is \$173,000. Funds are budgeted. (L0580-24)
(Colvin/Armstrong)

Summary

Authorization to purchase a Clearpass Digital Full Body Security Screening System from Romaine Companies, a sole source provider, for the Division of Community Corrections for the purpose of security inspection and identification of a foreign object on or in a human

body. The total cost of the purchase is \$173,000. Funds are budgeted. (L0580-24)
(Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-505401-5411-95602

This Fiscal Year Impact: \$173,000 FY 2024

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: encumbered



TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: May 31, 2024

SUBJECT: Purchase of Clearpass – Digital Full Body Security Screening System

Request

Council authorization is requested to purchase a Clearpass Digital Full Body Security Screening System for the Division of Community Corrections.

Why are you requesting?

This Body Scanner will allow the operator to obtain a head-to-toe full body x-ray image of a person for the purpose of security inspection and identification of a foreign object on or in a human body.

Funds have been budgeted in the current FY24 budget. The cost of the purchase is \$173,000.

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

Funds for this agreement are requested for FY25 - \$173,000

Are the funds budgeted? Yes.

File Number: L0580-24

Director/Commissioner: Chief G.S. Colvin





March 8th, 2024

Fayette County Regional Detention Center
600 Old Frankfort Circle
Lexington, KY 40510

Subject: Linev Clearpass Full Body Scanner System

On behalf of Romaine Companies and in response to the quote request for a Full Body Scanner System, we are pleased to respond with our offer. We are proposing the Linev Clearpass System for your consideration.

Our proposal includes the required documents and is fully compliant. The Clearpass is an advanced, compact and a powerful X-ray security screening system ideal for Fayette County.

We are confident that our proposal will be favorably received. Should you have any questions or need further clarification during the evaluation process, feel free to contact the undersigned.

Thank you for the opportunity to respond to this request and for your consideration of our offer.

Tim Wilson
timwilson@romainecompanies.com

Romaine Companies
1720 E 9th Street
Hopkinsville, KY 42240
270.885.8868
www.romainecompanies.com



Certificate of Completion



certifies that

ROMAINE COMPANIES

has successfully completed the Linev Systems Installation, Maintenance,
Troubleshooting, and Repair Training Course
in Conroe, Texas, USA

Brandon Trumbo

Instructor

May 9th, 2019

Date



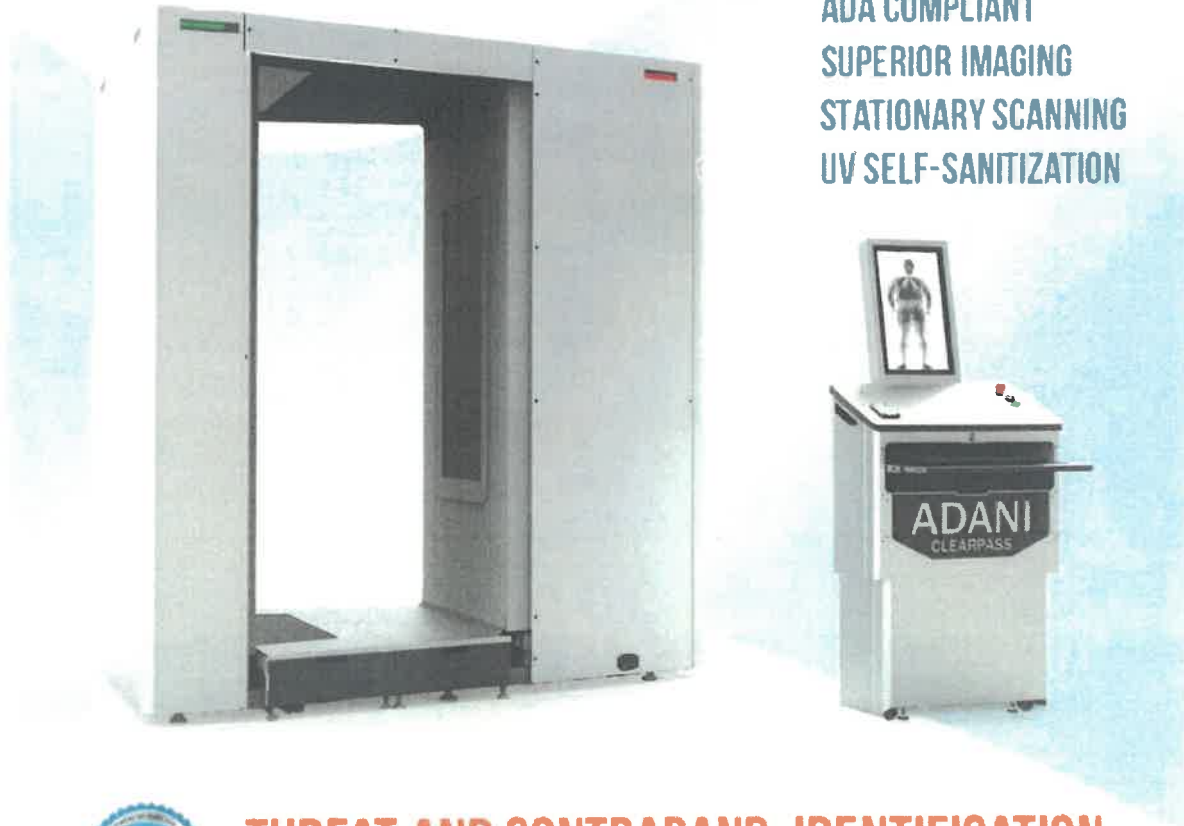
INNOVATIVE NEW PLATFORM FOR PEOPLE SCREENING



CLEARPASS

REVOLUTIONARY HIGH THROUGHPUT BODYSCANNER

3-SECOND SCAN TIME
ADA COMPLIANT
SUPERIOR IMAGING
STATIONARY SCANNING
UV SELF-SANITIZATION



THREAT AND CONTRABAND IDENTIFICATION

• SAFE • FAST • SMALL • CONVENIENT • UPGRADABLE

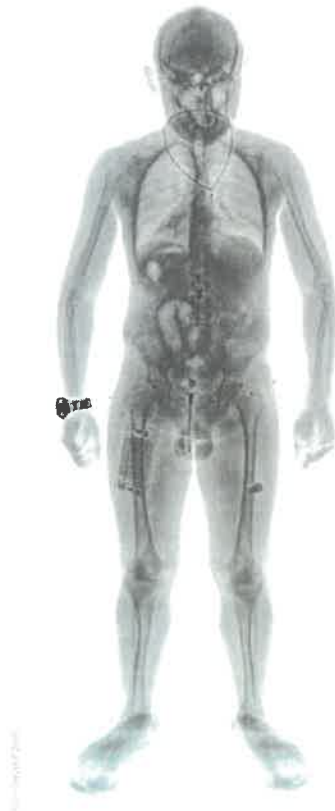
ADANI CLEARPASS is a registered trademark of Romaine Companies. All other trademarks are the property of their respective owners.

Romaine Companies
1720 E 9th Street
Hopkinsville, KY 42240
270.885.8868
www.romainecompanies.com

CLEARPASS

Dimensions: _____ 86" L x 60" W x 83" H
 Workstation: _____ 22" W x 27" D
 Monitor: _____ 24" HD Color Monitor
 Power Requirements: _____ 120VAC/20amp
 Selectable Scan Settings: _____ 0.25uSv - 4.0uSv
 Generator type: _____ Monoblock
 Generator voltage: _____ 160kV (200kV in option)
 Detector configuration: _____ Linear
 Detector size: _____ 1.5 mm size detector plates
 Wire detectability: _____ 42 AWG
 Resolution: _____ up to 5K

AI assisted Full Body Auto-detection
 DrugGuard Narcotics Detection Algorithm
 Windows 10 Professional



DETECTION THROUGH INTELLIGENCE AND MACHINE LEARNING

- Contraband/threat identification
- PREA Compliance, Privacy protection
- Controlled Inspection - **red** light / **green** light signaling

EASE OF USE

- Intuitive Operator Interface
- Person to be screened remains stationary
- Industry best 2.5-second image acquisition time
- Standalone or Integrated Operator's Workstation
- Compact footprint AND low height
- Wheelchair compatible (US ADA Compliant)



**OPTIONAL
INTEGRATED
WORKSTATION**

ADANI SYSTEMS, Inc.

13631 Poplar Circle
Conroe, TX 77304

www.adanisystems.us

Tel: 936-588-2064
 Toll-free line: 844-989-6789
info@adanisystems.com

NEW INNOVATIVE PROCESS FOR PEOPLE SCREENING


CLEARPASS



View of the study design and the proposed data analysis can be found in the appendix and the flow chart of the study can be found in Fig. 1.

1	Technical Proposal Template	Template PI-1 CLEARPASS
2	Technical Proposal No.	PI-1/1
3	Revision date	March 2023
4	Item	CLEARPASS Transmission X-ray Full-Body Security Screening System
5	Manufacturer	LINEV/ADANI
6	Intended use	<p>CLEARPASS allows the operator to obtain a head-to-toe full body X-ray image of a person for the purpose of security inspection and identification of foreign object on or in the human body.</p> <p>CLEARPASS effectively detects the following items:</p> <ul style="list-style-type: none"> • Swallowed capsules, pills, containers with narcotics • Small metallic objects (razors) in body cavities • Precious stones and metals • Firearms, knives, weapons • Unconventional weapons of nontypical materials, such as plastics, wood, ceramics etc. • Explosives, detonators, wires etc. • Narcotics • Containers with biological or chemical materials • Electronic devices • Food • Other prohibited objects
7	Advantages	<ul style="list-style-type: none"> • An innovative X-ray inspection method which puts the burden of movement on the system and not the person. The person remains stationary during the scanning process. • High medical quality full body images created using optimal beam geometry allowing for accurate image representation with low dose radiation. • Detection of prohibited objects under the clothes or inside the body of the person being inspected in 2-3 seconds. • Multiple scanning modes and optimization for low X-ray exposure ratio and scalable to high resolution/maximum security screening when needed. • Significantly increased screening efficiency as compared to other technologies. • Small footprint and relocatable design • Embedded or separate operator workstation • ADA compliance allow operator to inspect persons requiring the use of a wheelchair, walker, or cane.

8	Theory of operation	<p>Unique technology embedded in CLEARPASS comprises capturing digital full-body projection X-ray images.</p> <p>The technology comprises:</p> <ul style="list-style-type: none"> • Formation of extremely narrow (1 mm) monochromatic X-ray beam via collimation and filtration system which allows for the lowest effective dose to be administered to the person being inspected. • The person under inspection is standing on a specially designed radiolucent floor and stays stationary during scanning process; • A highly sensitive linear array of vertical semiconductor scintillating detectors used as an X-ray detector. • The X-ray beam which passed through the body is captured by the X-ray detector and produces a digital image of the individual scanned for review on the operator's monitor. • Radiation dose and system resolution ratio optimization depending on the nature of the system intended use.
9	Applications	<p>Linev patented technology based Full-Body Security Screening System CLEARPASS is specially designed for use in correctional facilities including city and county jails, prisons, detention centers, and brigs. Additional applications include airports for customs screening, border terminals, government buildings, as well as in all other locations which require a detailed examination of the abdominal cavity and natural cavities of the human body without employing specialized medical equipment</p>
11	OPTIONS	<ul style="list-style-type: none"> • Automatic narcotics detection software-DruGuard® • Fingerprint scanner • CCTV • Barcode reader • Passport reader • Facial recognition camera • Non-Contact Thermometer • Multi-operator function (two additional workstations) • Laser printer • ADA Compliant Ramps for entry/exit • Network integration into Jail Management Systems

12	Image sample 1	Male	
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TECHNICAL SPECIFICATIONS		
1	General operation features	Description
1.1	Inspection method	Transmission X-ray
1.2	Inspection object	Full-body inspection
1.3	Detection objects	Prohibited objects of any material, hidden inside any part of the human body
1.4	Human body inspection method	The person under inspection remains stationary
1.5	Inspection chamber	Open portal / Walkthrough design
1.6	Scanning technique	The X-ray beam is being moved around the scanned person
1.7	Min time of movement of the X-ray beam	2 seconds
1.8	Movement direction of the X-ray beam	Horizontal
1.9	Operating mode	100% duty cycle 24/7/365
1.10	Throughout capacity	Up to 600 people per hour
1.11	Setup mode	Auto
1.12	Warm-Up time	Depends on the downtime
1.13	12 hours – 2 days	2-minute warm-up
1.14	2 days – 30 days	5-6-minute warm-up
1.15	1 month – 3 months	10-12-minute warm-up
1.16	3 months and more	50-60-minute warm-up
1.17	Image visualization during the scan	Real-time
1.18	Operation temperatures	From 32° to 113°
1.19	Humidity	not more than 95%
1.20	General dimensions	not more than 87" L x 63" W x 94.5"
1.21	Weight	not more than 2,095 lbs.
2	Radiation safety	
2.1	ANSI classification	Full-Body Scanner (Class A, as in ANSI/HPS N47.17-2009), Limited use (for doses more than 0.25 μ Sv per scan)
2.2	Dose for the scanned individual/objects/applicability:	
2.2.1	Min dose (2500 scans per year)	0.1 μ Sv / high dense objects / no limits for quantity of scans per year
2.2.2	Low dose (1000 scans per year)	0.25 μ Sv / small high dense objects / big low dense objects / weapons, explosives etc.
2.2.3	Standard quality (250 scans per year)	1.0 μ Sv / small dense objects / small low-density objects
2.2.4	High quality (125 scans per year)	2.0 μ Sv / small dense objects and small low-density objects in obstruction environment
2.5	Max dose (62 scans per year)	4.0 μ Sv / extra small (0.15 mm) dense objects and small low-density objects in obstructive environment
2.3	Delivered dose control	Dose calculating software

3	Power features:	
3.1	Consumption	Max 1 kVA
3.2	Voltage	120V \pm 10%, single phase
3.3	Protection	1kVA isolation transformer with surge protection
4	Detectability:	
4.1	Scanning field	81.9" x 31.5" (2080 mm x 800 mm)
4.2	Min seen wire	42 AWG
4.3	Penetration	Min 34-38 (depending on scanning mode) mm steel
5	X-ray detector features:	
5.1	Detector type	Linear array, 1.5 mm pixel detector plates.
5.2	Bit count	16 bit
6	X-ray tube module features	
6.1	Generator type	Monoblock
6.2	Generator parameters:	
6.2.1	Anode voltage	160 kV
6.2.2	Anode current	2 mA
7	Software features	
7.1	Full control of the CLEARPASS hardware system	<ul style="list-style-type: none"> • X-ray generator • X-ray detector • Control electronic • Periphery
7.2	Automatic real-time imaging	Operator must only initiate a scan – the software manages the rest.
7.3	Automatic narcotics detection	Unique patented feature assists the operator in detecting narcotics in the abdominal cavity and groin. Reporting features allow for review of operator's decisions. "DruGuard®" software.
7.4	Automatic data management	After the inspection is completed, each X-ray image is automatically transferred in a protected format to the images database for storage and future retrieval.
7.5	Archived image search feature	Each stored image is archived can be searched using the inspected persons unique ID or name.
7.6	Image Normalization (Automatic)	Every image is normalized prior to being reviewed on the workstation. This process enhances the raw image prior to the Operators application of the filters highlighted in section 7.8 below.
7.7	Automatic location and hiding of the genital area on the image	The software automatically locates and hides the genital areas on the image if required. To deactivate this function, enter the ADMIN password.

7.8	Standard Image Enhancement features (Filters)	<ul style="list-style-type: none"> • scale • auto scale • positioning • brightness • contrast • edge enhancement • pseudo colors • contrast adjustment • Export into DICOM, BMP and JPG formats • Black/White Inversion
7.9	Contrast and brightness preset	Operator can choose and save the contrast and brightness presets and apply them during image manipulation.
7.10	X-ray image comparison (Compare feature)	Displays two images of the same person simultaneously for visual comparison
7.11	Printing X-ray images	Ability to print out images to an external printer (optional printer). You can include notes on the images.
7.12	Export X-ray images	Ability to save the X-ray images in a format (DICOM, BMP and JPG) which is viewable on any PC. There is no need for specialized software.
7.13	Medical advisement possibility	Ability to save the X-ray images in a format supported by medical diagnostic equipment for further medical advisement
7.14	Positives folder	If contraband is detected, the operator can copy this image to the “Positives” folder and arrange for simplified access for further comparison. This folder becomes a real-life” training support repository if utilized correctly.
7.15	“Marks” feature	Operator can place marks on the suspicious image areas and save them with annotated text.
7.16	Scanned individuals’ info registration and saving into the database.	The function can be enabled that allows scanning only after ID info of the person to be inspected has been specified. In case that person has already underwent inspection via scanning - his info can be searched in a database.
7.17	Automatic dose count received during a scan	Dose received by an individual during a scan is registered in the database ensuring that inspected persons won’t be overexposed according to ANSI/HPS 43.17-2009.
7.18	Scalable/Flexible Operational Modes	Software settings allow the distribution of inspection functions among more than one operator. EXAMPLE: One operator manages the scanner and the individuals being inspected and up to two (2) other operators manage the X-ray review function.
7.19	Reporting	The database contains information on scanned individuals, doses and operators. Customers can print reports with information about for any time period.
7.20	Block software architecture	Allows integration into various security systems at minimum expense. Based on Microsoft SQL
7.21	Operating System	Win10 Pro
7.22	Unauthorized access protection	System can be used only after authorization



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,499-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

☐ One Time Purchase

☐ To Establish Sole Source Provider Contract

(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF COMMUNITY CORRECTIONS TO PURCHASE A FULL BODY SECURITY SCREENING SYSTEM FROM ROMAINE COMPANIES, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ROMAINE COMPANIES, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$173,000.00.

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

Section 1 - That the Division of Community Corrections is authorized to purchase a full body security screening system from Romaine Companies, 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 Romaine Companies, related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$173,000.00, be and hereby is approved for payment to Romaine Companies, from account #1101-505401-5411-95602.

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

0580-24:JJR:4884-6690-6566, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0581-24

File ID: 0581-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Central Purchasing

File Created: 05/31/2024

File Name: Audit of Financial Statements

Final Action:

Title: Authorization to engage Crosslin, PLLC, to conduct a financial audit of all Lexington-Fayette Urban County Government funds for FY 2024 for an amount not to exceed \$187,250 (FY2025), and to execute a Letter Agreement and any other necessary documents with Crosslin, PLLC related to the audit. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0581-24) (Slatin/Hensley)

Notes:

Sponsors:

Enactment Date:

Attachments: BlueSheet Memo Audit of Financial Statements.docx, Crosslin Letter of Engagement Law Review.pdf, LFUCG Proposal - Crosslin, PLLC.pdf, LFUCG Cost Proposal - Crosslin, PLLC.pdf, Crosslin COI.pdf, RESO 0581-24- Crosslin Audit Agreement 4891-3378-1445 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0581-24

Title

Authorization to engage Crosslin, PLLC, to conduct a financial audit of all Lexington-Fayette Urban County Government funds for FY 2024 for an amount not to exceed \$187,250 (FY2025), and to execute a Letter Agreement and any other necessary documents with Crosslin, PLLC related to the audit. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0581-24) (Slatin/Hensley)

Summary

Authorization to engage Crosslin, PLLC, to conduct a financial audit of all Lexington-Fayette Urban County Government funds for FY 2024 for an amount not to exceed \$187,250

(FY2025), and to execute a Letter Agreement and any other necessary documents with Crosslin, PLLC related to the audit. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0581-24) (Slatin/Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes

Risk Management: N/A

Fully Budgeted: Yes, included in FY2025 Mayor's Proposed Budget

Account Number:	1101-202101-2011-71202	\$101,000.00
	1115-202101-2011-71202	\$19,000.00
	4002-202101-2011-71202	\$38,000.00
	4121-202101-2011-71202	\$13,000.00
	4022-202101-2011-71202	\$1,000.00
	4051-202101-2011-71202	\$6,000.00
	1101-202101-2011-71201	\$4,750.00
	1115-202101-2011-71201	\$4,500.00

This Fiscal Year Impact: \$0

Annual Impact: \$187,250 (FY2025)

Project:

Activity:

Budget Reference:

Current Balance: included in FY2025 Mayor's Proposed Budget



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: TODD SLATIN, DIRECTOR
DIVISION OF PROCUREMENT**

DATE: May 31, 2024

SUBJECT: Fiscal Year 2024 Financial Audit – Crosslin, PLLC

Request:

Authorization to approve an engagement with Crosslin, PLLC to conduct a financial audit of all LFUCG funds and operational services for annual compilation of Sheriff's collection of property taxes for the Fiscal Year 2024 at a cost not-to-exceed \$187,250.

Why are you requesting?

Department needs this action completed to be in compliance with annual reporting requirements.

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

\$187,250.00 total for FY25.

Are the funds budgeted? Yes, funds are fully budgeted in:

1101-202101-2011-71202 \$101,000.00
1115-202101-2011-71202 \$19,000.00
4002-202101-2011-71202 \$38,000.00
4121-202101-2011-71202 \$13,000.00
4022-202101-2011-71202 \$1,000.00
4051-202101-2011-71202 \$6,000.00
1101-202101-2011-71201 \$4,750.00
1115-202101-2011-71201 \$4,500.00



File Number: 0581-24

Director/Commissioner: Slatin/Hensley



May 23, 2024

Citizens of Lexington-Fayette Urban County
The Honorable Mayor Linda Gorton,
Members of the Urban County Council
Lexington-Fayette Urban County Government
Lexington, Kentucky

Dear Citizens, Mayor, and Members of the Urban County Council:

We are pleased to confirm our understanding of the services we are to provide for Lexington-Fayette Urban County Government (“LFUCG”) for the year ended June 30, 2024 with additional years of 2025, 2026, 2027, 2028 and 2029.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of LFUCG as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement LFUCG basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to LFUCG’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budgetary Comparison General Fund



3. Full Urban Services District Fund
4. Schedule of Changes in the Net Pension Liability and Related Ratios
5. Schedules of the Government's Contributions
6. Schedule of Changes in the Net Pension Liability and Related Ratios
7. Schedule of Changes in the OPEB Liability and Related Ratios
8. Schedule of the Government's Proportionate Share of the Net Pension Liability
9. Schedule of the Government's Pension Contributions
10. Schedule of the Government's Proportionate Share of the Net OPEB Liability
11. Schedule of the Government's OPEB Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies LFUCG's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Combining Balance Sheet – Nonmajor Governmental Funds
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
3. Schedule of Expenditures of Federal Awards
4. Schedule of Expenditures of State Awards
5. Combining Statement of Net Position – Nonmajor Enterprise Funds
6. Combining Statement of Revenues, Expenses, and Changes in Net Position – Nonmajor Enterprise Funds
7. Combining Statement of Cash Flows – Nonmajor Enterprise Funds
8. Combining Statement of Net Position – Internal Service Funds
9. Combining Statement of Revenues, Expenses, and Changes in Fund Net Position – Internal Service Funds



10. Combining Statement of Cash Flows – Internal Service Funds
11. Statement of Net Position – Investment Trust Funds
12. Statement of Changes in Net Position – Investment Trust Funds
13. Combining Statement of Net Position – Custodial Funds
14. Combining Statement of Changes in Net Position – Custodial Funds
15. Combining Statement of Net Position – Nonmajor Component Units
16. Combining Statement of Activities – Nonmajor Component Units
17. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budgetary Comparison (multiple funds)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

We will also audit the basic financial statements of the Sheriff's Collection of Property Taxes. A separate report will be issued for this reporting unit, and the financial statements will also be included in the ACFR.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.



- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

AUDIT PROCEDURES – INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.



An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of LFUCG's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of LFUCG's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on LFUCG's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.



You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be made available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial



statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of LFUCG in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will also audit the Operational Services for Annual Compilation of Sheriff's Collection of Property Taxes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are



limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We are always available to meet with you and/or other administrators at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting LFUCG. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

ENGAGEMENT ADMINISTRATION

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with management the electronic submission and certification. If applicable, we will provide copies of our report for management to include with the reporting package it will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We are also responsible for communicating with those charged with governance what our responsibilities are under auditing standards generally accepted in the United States of America, an overview of the planned scope and timing of the audit, and significant findings from the audit. The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of LFUCG and obligations related to the accountability of LFUCG, including overseeing the financial reporting process. For LFUCG, we agree that the Budget, Finance and Economic Development Committee meets that definition. Furthermore, we understand that authority for approving the release of the financial statements to the public has been delegated to management.



John Crosslin has been assigned the role of engagement principal and is responsible for supervising the engagement and signing the reports on LFUCG's financial statements or authorizing another individual to sign them.

OWNERSHIP OF WORKING PAPERS

The working papers prepared in conjunction with our audit are the property of our Firm, constitute confidential information, and will be retained by us in accordance with our Firm's policies and procedures.

However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to LFUCG's oversight agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Crosslin, PLLC personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the aforementioned parties. These parties may intend or decide to distribute the photocopies of information contained therein to others, including other governmental agencies.

REPRODUCTION OF AUDIT REPORTS

If LFUCG plans any reproduction or publication of our reports, or any portion of them, copies of masters' or printers' proofs of the entire document should be submitted to us in sufficient time for our review and approval before printing. LFUCG also agrees to provide us with a copy of the final reproduced material for our approval before it is distributed.

OFFERING DOCUMENT

Should LFUCG wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report(s) on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services will respect to future offering documents will be determined at the time the services are to be performed.



Should LFUCG wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report(s) on such financial statements, and we are not otherwise associated with the offering document, then LFUCG agrees to include the following language in the offering document:

“Crosslin, PLLC, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crosslin, PLLC also has not performed any procedures relating to this official statement.”

MANAGEMENT REPRESENTATIONS

As required by auditing standards generally accepted in the United States of America, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management’s representations to an effective audit, LFUCG will release Crosslin, PLLC and its personnel from any liability and costs relating to our services under this agreement attributable to any misrepresentations by management.

AVAILABILITY OF RECORDS AND PERSONNEL

LFUCG agrees that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have full cooperation of, and unrestricted access to, LFUCG’s personnel during the course of the engagement.

LFUCG also agrees to ensure that any third party valuation reports that LFUCG provides to us to support amounts or disclosures in the financial statements 1) indicate the purpose for which they were intended, which is consistent with LFUCG’s actual use of such reports; and 2) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

ASSISTANCE BY YOUR PERSONNEL AND INTERNET ACCESS

We also ask that LFUCG personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to LFUCG’s employees and/or customers should be provided to us. In addition, we ask that LFUCG provide high-speed Internet access to our engagement team, if practicable, while working on its premises. This assistance will serve to facilitate the progress of our work.

PEER REVIEW REPORTS

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report was provided with our original proposal for these services and is available publically at the AICPA’s website.



TRAINING EVENTS

Our firm devotes special resources to our governmental and not-for-profit customers in an effort to keep them up to date on current events within the governmental arena. In addition to our practical audit experience with these types of organizations, we have experience in assisting our customers in the implementation of new accounting and reporting requirements, trends, and practices. Additionally, Crosslin annually hosts a two-day seminar in governmental and not-for-profit accounting and auditing. LFUCG's accounting and internal audit teams will receive invitations to attend all of our educational conferences (free of charge) for which attendees receive CPE credit.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to LFUCG in the performance of our services. Any discussions that you have with professional personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the preparation of the Plan financial statements. Prior to performing such service in conjunction with our audit of the Plan, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of LFUCG. However, we will provide advice and recommendations to assist management of LFUCG in performing its functions and fulfilling its responsibilities.

The Plan agrees to perform the following functions in connection with our performance of the non-attest services:

- a. Make all management decisions and perform all management functions with respect to the financial statements provided by us.
- b. Assign those charged with governance to oversee the preparation of the financial statements and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statements.
- d. Establish and maintain internal controls over the preparation of the financial statements.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. LFUCG's management must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.



FEES

Our charges to LFUCG for the services described above are shown below.

Fiscal Year	Lexington-Fayette Urban County Government	Operational Services for Annual Compilation of Sheriff's Collection of Property Taxes	Total
2024	\$178,000	\$ 9,250	\$187,250
2025	\$181,000	\$ 9,500	\$190,500
2026	\$184,000	\$ 9,750	\$193,050
2027	\$187,000	\$10,000	\$197,000
2028	\$190,000	\$10,250	\$200,250
2029	\$193,000	\$10,500	\$203,500

The fees are based on anticipated cooperation from LFUCG personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If payments are not received promptly, we reserve the right to stop work on the engagement.

As part of its agreement with LFUCG, we will provide access to a cloud-based accounting solution provided by LeaseCrunch, LLC (“LeaseCrunch Services”) at an agreed upon rate previously discussed with management. As between LFUCG and us, we disclaim all liability related in any way to LFUCG’s use of the LeaseCrunch Services. We also disclaim any warranties related to the LeaseCrunch Services. LFUCG is solely responsible for the acts and omissions of any third party, including employees or contractors, who LFUCG has designated as a user of the LeaseCrunch Services (each an “End User”). Each End User is required to accept the LeaseCrunch Acceptable Use Policy upon initial login to the LeaseCrunch Services. **To the extent permitted by law and without waiving the defense of sovereign immunity,** LFUCG agrees to indemnify and hold Crosslin PLLC and its affiliates harmless from any and all liability and expenses, including reasonable attorneys' fees and costs, related to third-party claims arising out of LFUCG’s or its End User’s use of LeaseCrunch Services in violation of LeaseCrunch’s Acceptable Use Policy.

Our charges for other services will be agreed to separately.

REPORTING

We will issue written reports upon completion of our reports. Our reports will be addressed to the Citizens, Mayor, and Members of LFUCG. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.



The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to LFUCG and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

CROSSLIN, PLLC

John H. Crosslin
Co-Managing Principal

RESPONSE:

This letter correctly sets forth the understanding of LFUCG

Signature: _____

Title: _____

Date: _____



**Proposal to Provide External Auditing Services to
Lexington-Fayette Urban County Government
RFP# 14-2024**



April 9, 2024



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Title Page

Proposal to provide external auditing services to the Lexington-Fayette Urban County Government for RFP# 14-2024.

April 9, 2024

Firm's Name: Crosslin, PLLC

Contract Person: John H. Crosslin, CPA, MBA
john.crosslin@crosslinpc.com
318 E. Main Street
Second Floor
Lexington, Kentucky 40507
(859) 254-4428
and
3803 Bedford Avenue
Suite 201
Nashville, Tennessee 37215
(615) 320-5500



April 9, 2024

Purchasing Department
Lexington-Fayette Urban County Government

Dear Purchasing Department:

Crosslin, PLLC ("Crosslin") is pleased to respond to your Request for Proposal and to demonstrate our unique credentials to provide financial and compliance audit services to the Lexington-Fayette Urban County Government ("LFUCG") for the year ending June 30, 2024, and the subsequent five fiscal years for a total contract period of six years. Crosslin proudly serves as the independent auditors for several similar sized governments; therefore, we are intimately familiar with the inner workings of a government's financial operations. We would be delighted to have LFUCG as one of our important customers and, if selected, we will provide the outstanding customer service that LFUCG desires. We are excited for the opportunity to showcase our credentials. We are confident you will decide we are **the best choice** for LFUCG.

Functional Requirements

Crosslin fully understands the scope of work requested by LFUCG, and we are committed to performing the work and meeting all deadlines within the required time frame. This proposal represents a firm and irrevocable offer if accepted within three months.

* * * * *

Crosslin is the best qualified firm to serve the accounting and audit service needs of LFUCG for the following reasons:

Experience, Expertise, Value, and Trust

Experience, expertise, value, and trust. That's what you look for in your business partners and what we believe we have demonstrated during our tenure serving several similar sized cities. In this proposal, we will show you how we will meet these criteria and why Crosslin is the answer to your unique requirements.

Any firm can list its qualifications, but a reputation for superior service must be earned and maintained. While we are understandably proud of our credentials, we place equal value on our reputation for dedication to our customers. On each and every engagement we undertake, we pledge to work with our customers to achieve their goals in a timely and efficient manner.



Trust in your accounting firm to perform as requested, to become vested in your processes and mission, and to always consider the LFUCG's needs with a sense of urgency is what we pledge to you and what we will accomplish during our tenure with LFUCG. Trust must be earned through a firm's actions, not their promises. We believe the accounting team members for the other governments that we serve would say they trust Crosslin and that we keep our promises as well as meet our deadlines. We encourage you to ask our customer references. We intend to keep this promise during our tenure with LFUCG.

Extensive Experience in Serving the Government Sector

Crosslin is one of Tennessee and Kentucky's premier professional accounting service firms. Our team members have vast experience in providing services to governmental entities. Our practice is extensive, and we annually train our entire staff and numerous industry professionals to meet *Government Auditing Standards* and to comply with the American Institute of Certified Public Accountants ("AICPA")'s training guidelines as to hours and content.

Crosslin was originally founded in Nashville, Tennessee and recently merged with a prominent and respected accounting firm based in Lexington, Kentucky. This strategic merger brings together the strengths and expertise of both firms, which enhances our ability to provide comprehensive and top-tier accounting services to clients across our region. We are eager to offer our expertise to meet LFUCG's external auditing needs. Our team of seasoned professionals bring a wealth of experience in financial analysis, compliance, and auditing practices. The Crosslin team assigned to LFUCG's engagement will be primarily based in Kentucky. With a commitment to excellence and our focus on customer service, we assure you that our services will not only meet but exceed your expectations. We understand the importance of fiscal responsibility and accountability in municipal governance, and we are here to contribute to LFUCG's success. Crosslin is not just a service provider. We are invested in the long-term growth and prosperity of the communities we serve and commit to delivering unparalleled value to our clients across both Tennessee and Kentucky. Rest assured, we are here to stay, and our dedicated team looks forward to building a lasting partnership with LFUCG.

Between our Tennessee and Kentucky based offices, we believe that we have significantly more depth of resources and experience in auditing governmental entities than any firm in the Region. A few of our current customers include, the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro"), the Cities of Clarksville, Knoxville, Franklin, Gatlinburg, Crossville, Greenbrier, and Ridgeway, Metropolitan Transit Authority, Knoxville Area Transit, the Knoxville City Pension System, Tennessee School Boards Association, and Convention Center Authority of Metropolitan Nashville among others. Our prior customers have included the Cities of Brentwood, Ashland City, Belle Meade, and Spring Hill, the Town of Thompson's Stations, the Sumner County Government, Nashville Electric Service, Harpeth Valley Utilities District, Metropolitan Nashville Airport Authority, and the Metropolitan Development and Housing Agency. Our firm has audited more of the Metropolitan Government of Nashville and Davidson County, including the central government and its component units, than any other firm for the longest period of time.

Additionally, in our work with several of our governmental entity customers, we have experience with the GFOA Certificate of Achievement program. The engagement team we have assigned to your audit have performed GFOA checklist reviews of the ACFRs for Metro, the Cities of Franklin, Brentwood, Knoxville, and Clarksville, Metropolitan Nashville Airport Authority, and Knoxville Pension System. We confirm that we are and will be available to LFUCG for specialized consultation and support assistance on sensitive or highly specialized issues throughout the year.



Final Thoughts

In these turbulent economic times, resources are scarce and needs are many. Governments are hard pressed to allocate the revenues to the many valuable services they provide to their citizens. Our proposal offers a viable solution: an audit team that equals or exceeds the expertise, quality, and responsiveness of local and national firms, but at a reduced expense.

Please compare our experience with other firms. We believe that our vast governmental experience, our strong principal-driven service philosophy, and our specific experience with municipalities and component units, make us the best qualified firm to serve LFUCG.

These points are but a few examples of the credentials which make Crosslin the right team for LFUCG. We are confident that the services we offer will exceed your expectations, and that our commitment to outstanding customer service will reflect the same dedication with which LFUCG serves its citizens. We would appreciate the opportunity to work with LFUCG, and we look forward to building our relationship with you.

Crosslin fully understands the general requirements and the scope of work requested by LFUCG, as defined within the RFP. We are committed to performing the work within the timeframe set forth in the RFP.

I will serve as the authorized negotiator on behalf of this firm. My contact information is as follows:

Company Name:	Crosslin, PLLC
Attention:	John H. Crosslin, CPA, MBA
Address:	318 E. Main Street, 2nd Floor Lexington, Kentucky 40507 and 3803 Bedford Avenue, Suite 201 Nashville Tennessee 37215
Phone:	615.320.5500
Fax:	615.329.9465
Email:	john.crosslin@crosslinpc.com

If you have any questions about any information in our proposal, please contact Curtis Payne, Concurring Reviewer and Audit Principal, or myself at (615) 320-5500. We would consider it a privilege to provide financial and compliance audit services to LFUCG.

Sincerely,

CROSSLIN, PLLC

John H. Crosslin, CPA, MBA
Audit Principal and Co-Managing Principal



Why Should LFUCG Engage Crosslin?

1. Comfort Level and Commitment

With Crosslin, what you see is what you get! **LFUCG will be a paramount customer of our firm. Crosslin is large enough to have the resources to serve you well and small enough to care. We are committed to every aspect of your satisfaction.** Our senior leadership team shows up and works hard every day to try to make us a better firm, and the same commitment applies to you. **We are a firm devoted to our people, our customers, and our profession.**

Other accounting firms may offer services similar to ours, but we believe Crosslin stands alone when it comes to relationships. To each customer we serve, we pledge a superior level of customer service. This pledge, combined with our technology, personnel, and substantial experience with government and not-for-profit audits, significantly distinguishes us from other firms.

We believe our experience with other governments and their personnel during our tenure is the best evidence of our commitment and of our service philosophy. We pledge to provide significant expertise, an experienced engagement team, timely performance, and cost effective services. We pledge to meet your expectations in a similar manner. Our history and experience in auditing governments means you will have a trusted business partner, with knowledgeable team members, who you can count on to serve the needs of LFUCG.

2. Reasonable Fee

The basis for quality audit work is not based on price alone, but upon highly experienced leadership which, when combined with extensive planning and risk assessment activities, and a hands-on approach, leads to effective and efficient audit service delivery. We are better able to control overhead costs than larger firms, and that ability has a direct, favorable impact on our rates. More favorable rates, combined with the above-mentioned factors and our deep experience with governmental entities, position Crosslin to provide highly cost-effective solutions for you. Other firms may submit lower prices, but you can count on Crosslin's relationship with LFUCG to be one of mutual respect and one that provides outstanding experience, quick resolution of all technical issues, and customer service. You can count on Crosslin's audit relationship with LFUCG to be one of mutual respect and one that provides outstanding customer service.



Why Should LFUCG Engage Crosslin? (continued)

3. Experience of Our Team

Serving cities and related governmental entities is our specialty. Our management team has approximately 336 years of governmental experience among them. This is why Crosslin serves(d) as the audit firm of choice for four of the 10 largest cities (3 of the top 5) in Tennessee. Our firm has also audited two counties in Middle Tennessee, which is unique since the State of Tennessee Comptroller performs all Tennessee County audits with the current exception of 3 counties statewide.

Other accounting firms may have specialists in other cities or industry teams, but what really matters is the intent and ability to use available competent personnel as needed. It's our commitment to use our resources on a timely basis to serve LFUCG; that sets us apart from other firms. Our Governmental Services team remains consistent by design, which benefits the experience level and efficiency of the audit process.

4. Principal and Manager/Supervisor Involvement

The Principals and Managers/Supervisors assigned to your engagement will be involved with you throughout the year. Crosslin's philosophy is to provide you with business partners who are available year-round to assist you. In addition, the senior leadership level reviews are performed on-site during fieldwork so that any questions or issues can be addressed and resolved on a timely basis.

Our Principals and Managers/Supervisors commit to spending significant hours (approximately 35%) on the engagement. This is not the traditional model for an accounting firm, but we find it to be more effective and successful than the traditional model. In addition to heavy Principal and Manager/Supervisor involvement, the engagement senior auditor will be onsite every day to supervise the audit and our engagement team. Our audit approach will continue to focus on frequent contact with LFUCG's management, the Audit Committee, and the Council throughout the year.

5. Experience with Large Complex Engagements

The Crosslin team is comprised of professionals who have decades of experience working on complex engagements and meeting deadlines. In addition to LFUCG, we serve the Metropolitan Government of Nashville and Davidson County, which is a complex governmental entity consisting of 80 fund reporting units plus component units and agencies (for fourteen years), we also serve Coreslab Holdings U.S., Inc., a subsidiary of a Canadian Holding Company which consists of 17 individual subsidiary audits in 14 states and a consolidated audit to be completed within 55 days of year-end (over 2,000 hours). The timing of these engagements do not and have not conflicted in any way with our LFUCG timeline. Other complex jobs performed by Crosslin include the City of Clarksville, the City of Knoxville, Southwestern/Great American, Inc., and the Tennessee Baptist Convention. These jobs demonstrate Crosslin's ability to complete complex engagements on a timely basis.



Why Should LFUCG Engage Crosslin? (continued)

6. Service Dedication

We meet deadlines and deliver as promised. This is evidenced in our work with the Metropolitan Government of Nashville and Davidson County, the Cities of Clarksville, Franklin, Knoxville, Gatlinburg, Crossville, and others. For all instances, we were able to significantly improve the timing of their audits. While serving as your auditor, we will submit all reports within the required deadline. Additionally, we will assist LFUCG in achieving the GFOA Certificate of Achievement as well as help guide LFUCG with the implementations of new GASB Statements as they become effective.

7. Staff Continuity

Crosslin has historically been successful at maintaining continuity of engagement personnel with our customers. We have worked hard to recruit and retain an unusually dedicated staff. A continuing goal of Crosslin is the development and maintenance of a long-term relationship. Therefore, the planning, execution, and supervision of our work is rendered by principals, managers, supervisors, and audit/tax professionals who are expected to serve you over many years. Because of the high touch nature of our principals, managers, and supervisors in serving our customers, you can be assured you will be served by professionals who know you well, long into the future!

8. Completion of the Audit Within the Required Timeframe

As noted previously, we are committed to complete the audit within the required time frame. We will perform interim testing, which includes tests of controls, in order to finalize our planning, timing, and approach for the fiscal year under audit. This enables us to focus our time and resources on substantive testing during final fieldwork. Our team will prove that we can meet the required timeframe year after year for LFUCG.

9. WBE Partner - Peer House, LLC

Peer House, LLC ("PH") was found in 2016. Ozlem Davis, Owner and President, is a CPA, CFF, and CFE. She is a member of the Kentucky Society of Certified public Accountants, the Association of Certified Fraud Examiners, and the American Institute of Certified Public Accountants. She has over eighteen years of experience in a number of industries.

PH provides quality accounting and financial services to a broad range of clients in Lexington, Kentucky and the surrounding areas. PH believes that by providing financial and accounting solutions that match their clients' unique needs, they can assist clients in meeting their objectives and also help shape the Lexington community. PH will serve as our WBE partner throughout our tenure as external auditors for LFUCG.



Why Should LFUCG Engage Crosslin? (continued)

10. Benefits of Changing Auditors

A few of the benefits of changing auditors are as follows:

- A different set of experienced eyes looking at the same system may see something your current auditor may have missed.
- Independence of auditors can be undermined after long terms of appointment. We confirm that Crosslin is independent of LFUCG.
- Changing auditors could provide cost savings to LFUCG, as it gives you an insight on competitors' prices.
- After several years in an engagement, complacency can arise. Generally, local firms can make local decisions. If the need arises, we can rotate principals to continue quality service.
- With complacency comes a threat to independence and objectivity. Accordingly, the audit can suffer.
- A new auditor will bring a fresh approach and better service to LFUCG.

Independence

Maintaining independence in both fact and appearance and in accordance with the American Institute of Certified Public Accountants ("AICPA") and other standards is a fundamental element of our quality control. Each new customer is subject to a determination of independence as part of our normal customer acceptance procedures.

This statement serves as confirmation that Crosslin are independent accountants with respect to LFUCG. We will maintain independence in the performance of all of our services. The firm, all principals and all personnel assigned to the engagement are independent under *Government Auditing Standards* No. 3, Independence, and Rule 101 of the AICPA Code of Professional Ethics, including Ethics Interpretation 101-10.

PH has no professional relationships involving LFUCG or any of its agencies or component units or oversight units in the past five years. Crosslin; however, has had one professional relationship involving LFUCG in the past five years. Mark Enderle, Tax and Valuation Principal in the Lexington, Kentucky office was engaged to assist W. Bradley Hawkins, Esq., PLLC and its clients, Tommy Puckett and Mario Russo as of December 21, 2022 in Case No. 13-CI-4544 (the "Case").



Independence (continued)

The professional litigation support services that Mark was expected to provide included the following:

- Calculate the difference between LFUCG's annual required contribution (ARC) to the Policemen's and Firefighters' Retirement Fund and the amounts actually contributed by LFUCG for the fiscal year ended June 30, 2011.
- In the event the calculation resulted in a shortfall under the first bullet point, we would calculate the lost earnings on the shortfall according to the methods promulgated in the Kentucky Revised Statutes.
- Would provide expert witness testimony at depositions or trial in support of the work we have performed and the conclusions we have reached.

As of March 31, 2024, Mark Enderle has retired as a principal from Crosslin and started his own practice. As part of his transition into retirement, he will continue to work for Crosslin as an independent contractor and will continue his work on this case on his own; therefore, Crosslin will no longer be engaged on this Case. Effective April 1, 2024, Mark Enderle is now an independent contractor.

License to Practice in Kentucky

Crosslin, PH, and all assigned key professional staff are properly licensed to practice in Kentucky. A copy of both Crosslin and PH's licenses follow this page. In addition, PH's National Women's Business Enterprise Certification follows the licenses.

Commonwealth of Kentucky
Kentucky State Board of Accountancy
Certified Public Accounting Firm License

Crosslin, PLLC

*This is to certify that the above named firm holds an active license in good standing
through August 1, 2024.*



Firm License No. 1347

Amy Thomas Miller, CPA
Secretary/Treasurer

Kentucky
COMMONWEALTH

Kentucky Board of Accountancy Firms

Firm Verification

Kentucky State Board of Accountancy
332 W. Broadway, Suite 310
Louisville, KY 40202

PRINT

START ANOTHER SEARCH BACK TO SEARCH RESULTS

Details

Name of Firm	Peer House, LLC
Address	700 Fernwood Ct.
City	Lexington
State	KY
Zip	40514
License Number	2060
Expiration Date	August 1, 2024
*Initial License Date	2/17/2022
Status of License	Active
Disciplinary Action	No



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Peer House 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.

Certification Granted: December 15, 2021
Expiration Date: February 28, 2025
WBENC National Certification Number: WBE2103267

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

Authorized by Lynnise Smith, Executive Director
Women's Business Enterprise Council Ohio River Valley



NAICS: 541219, 541211, 541213
UNSPSC: 84111500, 84111501, 84111502, 84111503, 84111504, 84111505, 84111506, 84111508



AFFIDAVIT

Comes the Affiant, John H. Crosslin, Co-Managing Principal, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is John H. Crosslin and he/she is the individual submitting the proposal or is the authorized representative of Crosslin, PLLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

John H. Crosslin

STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was subscribed, sworn to and acknowledged before me

by John H. Crosslin on this the 9th day
of April, 2024.

My Commission expires: October 4, 2027

Pam Dozier Lineweaver
NOTARY PUBLIC, STATE AT LARGE





Our Experience with Governmental Organizations

Due to Crosslin's extensive governmental and not-for-profit experience, a deeply rooted common body of knowledge has developed in those areas. As a result of our knowledge in the trends and accounting practices in the governmental field, we are able to answer virtually any audit question you may have as it arises. It is critical that your engagement team members be well versed in the pronouncements that are being continuously released by the GASB.

We will always be available to LFUCG's management for any specialized consultation and support assistance on sensitive or highly specialized areas you may require.

LFUCG currently requires a Uniform Guidance Single Audit, and Crosslin has significant experience in performing these audits. Crosslin performs more than two dozen Uniform Guidance engagements annually, covering one-half billion dollars annually in federal award expenditures. Through our experience and training we are very familiar with the compliance programs and issues facing governments.

In serving the above customers, we have spent nearly 75,000 hours in governmental and not-for-profit engagements over the last 36 months.

Our Government Management Team's Experience

<u>Name</u>	<u>Position</u>	<u>Years of Experience</u>
John Crosslin	Co-Managing Principal	26
David Hunt	Audit Principal	39
Erica Saeger	Audit Principal	19
Dell Crosslin	Chairman	50+
Jennifer Manternach	Audit Principal	22
Curtis Payne	Audit Principal	11
Katie Farris	Audit Senior Manager	8
Hunter Pons	Audit Senior Manager	7
JD Cage	Audit Supervisor	6
Meg Rechner	Audit Supervisor	5
Mark England	Audit Supervisor	4
Jacob Smith	Audit Supervisor	15
Scott Romans	Tax Principal	14
Rodney Brower	Tax Principal	45
Mark Enderle	Tax Principal	31
Greg Collins	Tax Director	16
Ozlem Davis	DBE & WBE Partner	18
		<u>336</u>

This chart demonstrates the depth of our team, if ever a change in assignments became necessary or desired by LFUCG.



Our Experience with Governmental Organizations (continued)

Similar Significant Engagements

The following list details similar engagements to LFUCG, which demonstrates our experience with transit and governmental entities of a similar nature.

Similar Engagements to LFUCG							
	Scope of Work	Years of Service	Engagement Principals/ Directors	Total Hours	Customer Contact Name	Phone Number	General Fund Expenditures
The Metropolitan Government of Nashville and Davidson County, Tennessee	ACFR Central Government OMB Single Audit Water and Sewer Public Schools School Activity Funds Pension Funds General Hospital Bordeaux Retirement	2010 - Present	David Hunt John Crosslin	7,000	Jennifer Pedginski	(615) 880-1702	\$1.1B
Metropolitan Transit Authority, (WeGo Public Transit)	Financial Statements and other information OMB Single Audit	2002 - Present	Erica Saeger John Crosslin	580	Ed Oliphant	(615) 862-6129	\$134.7M
City of Clarksville, Tennessee Clarksville Transit System	Primary Government ACFR Electric Department Gas Department Water and Sewer Natural Gas Acquisition OMB Single Audit	2013 - 2018 and 2024 - 2026	Erica Saeger David Hunt John Crosslin	1,250	Laurie Matta	(931) 645-7437	\$81.2M
City of Knoxville, Tennessee Knoxville Area Transit	Primary Government ACFR Knoxville Area Transit OMB Single Audit	2013 - Present	Curtis Payne David Hunt	1,400	Savanah Maupin	(865) 215-3022	\$228.7M
City of Franklin, Tennessee Franklin Transit	Primary Government ACFR OMB Single Audit Water and Sewer Pension Fund	2011 - Present	Jennifer Manternach David Hunt Dell Crosslin	600	Kristine Brock	(615) 690-6691	\$85.4M



Our Experience with Governmental Organizations (continued)

Experienced and knowledgeable business advisors are of paramount importance to your ability to operate effectively. To that end, working with organizations in the governmental and not-for-profit arena is a specialty of Crosslin as we have been working with these types of entities for over 30 years. We currently serve more than 50 governmental entities and not-for-profit organizations and provide them with a wide variety of services, including audits, internal control reviews, and management consulting. We work closely with our governmental and not-for-profit customers to ensure that their organizations run as smoothly and efficiently as possible. Our extensive experience provides us with understanding of the specific issues and risks faced by governmental entities.

Additionally, the members of our sizable audit team work with governmental and not-for-profit customers on a daily basis; our senior team members combined have approximately 336 years of governmental experience among them. With unsurpassed experience in auditing governmental entities, Crosslin will undoubtedly provide you with unparalleled quality and immeasurable customer service.

Governmental Continuing Professional Education ("CPE")

Our firm devotes special resources to our governmental and not-for-profit customers in an effort to keep them up to date on current events within the governmental and not-for-profit arena. In addition to our practical audit experience with these types of organizations, we have experience assisting our customers in the implementation of new accounting and reporting requirements, trends, and practices. Additionally, Crosslin annually hosts a two-day seminar in governmental and not-for-profit accounting and auditing. LFUCG's accounting team will receive invitations to attend all of our educational conferences (free of charge) for which attendees receive CPE credit.

As a result of the governmental and not-for-profit seminar, the most current documents regarding pending technical matters and compliance with OMB Uniform Guidance are furnished to the Crosslin team in an organized manner.

"Dell and John Crosslin have assembled an excellent team of professionals. They are pleasant to work with and very knowledgeable about accounting requirements and topics. They have raised legitimate topics for consideration not previously raised by other auditors. They listen to our points of view and engage in a discussion to understand the uniqueness of our business, which is very important for a not-for-profit church activity. I am pleased with their service and have recently renewed their engagement. That's about the highest compliment I can give."

Bill Whalen
Chief Financial Officer
Diocese of Nashville



Our Experience with Governmental Organizations (continued)

GFOA Certificate of Achievement Program

Crosslin has significant, in depth experience with GFOA's Certificate of Achievement Program. Our certificate holders include:

- Metropolitan Government of Nashville and Davidson County, Tennessee
- City of Clarksville, Tennessee
- City of Brentwood, Tennessee
- City of Franklin, Tennessee
- City of Knoxville, Tennessee
- City of Knoxville Pension System
- Metropolitan Nashville Airport Authority

With these governments, our work includes actual hands-on experience in addressing the voluminous GFOA requirements. We read the GFOA checklists, the Governmental Accounting, Auditing, and Financial Reporting ("Blue Book"), and attend financial reporting training, which are essential for appropriate presentations under the GFOA program. If ever a GFOA question arises, our resources include our membership in the AICPA Governmental Audit Quality Center and Bruce Shepard, an AICPA nationally recognized leader in governmental accounting.

In our work with the City of Clarksville, the City of Franklin, and Metro Nashville Airport Authority, we were successful in significantly reducing the number of comments received on the respective ACFRs. Please call our references to gain a full understanding of our knowledge and work on the GFOA Certificate of Achievement Award.

As is discussed in various other sections of this proposal, our governmental training programs exceed the required hours. A large part of this training is geared toward financial reporting and the GFOA program.

"WOW!! The audit reports just arrived. We are blown away with how great they look! You have outdone our expectations several times over. Thank you so much. We are proud to hand out this report! Your humility and professionalism has been evident in all your work and is now evidenced once again in the report itself! THANK YOU!"

*Lynn Stokes
Former Director of Internal Audit
City of Clarksville*



Our Experience with Governmental Organizations (continued)

The list below highlights some of our team's current and prior governmental and not-for-profit customers.

Cities/Counties and Related Entities/ Component Units

Metropolitan Government of Nashville and Davidson County*
Convention Authority of Nashville and Davidson County
City of Clarksville, Tennessee*
Clarksville Department of Electricity Lightband
Clarksville Gas, Water and Sewer*
Natural Gas Acquisition Corporation
City of Franklin, Tennessee*
City of Knoxville, Tennessee*
City of Spring Hill, Tennessee*
City of Belle Meade, Tennessee
City of Brentwood, Tennessee*
City of Gatlinburg, Tennessee*
City of Crossville, Tennessee*
City of White House, Tennessee
City of Ridgeway, Tennessee
City of Knoxville Pension System
Metro Water and Sewerage*
Metropolitan Government : Performance Audits
for Metro Internal Audit Department and
Metro Water Services
Metropolitan Nashville Airport Authority*
Murfreesboro City School System*
Jackson-Madison Internal School Funds
Nashville Electric Service
Metropolitan Development & Housing Agency*
Harpeth Valley Utilities District
Sumner County Government*
Conference Center at Cool Springs

Transit Related Entities

Metropolitan Transit Authority/Davidson
Transit Authority (WeGo Public Transit)*
Regional Transit Authority*
Clarksville Transit System*
Knoxville Area Transit*
Franklin Area Transit *

*Denotes Uniform Guidance Single Audit

Other Government and Not-for-Profits

Nashville Area Chamber of Commerce
Tennessee Baptist Convention (10 entities)
General Council on Finance and
Administration of The United Methodist
Church (22 entities)
Greater Nashville Regional Council
Church World Service*
Cumberland Region Tomorrow
Nashville Public Television
Tennessee School Boards Association
Tennessee Insurance Guaranty Association
Purpose Preparatory Academy
Intrepid College Prep School
KIPP Academy Nashville
STEM Preparatory Academy
Smithson Craighead Academy
The Entrepreneur Center
Welcome Home Ministries
First Baptist Church Clarksville
Long Hollow Baptist Church
The Next Door, Inc.*
United Women in Faith
Mur-Ci Homes, Inc.
Scarritt-Bennett Center
Rocky Top Sports World

Universities and Colleges

Freed-Hardeman University*
Meharry Medical College*
Bethel University*
Welch College*
Trevecca Nazarene University*
Carson-Newman University*
Union University*
Fisk University*
Maryville College*
Martin Methodist College*
Watkins College of Art & Design*
Belmont University*
Sewanee - The University of the South*



Our Experience with Governmental Organizations (continued)

As you know, the Crosslin team will be much more than your auditors. We will use our engagement as an opportunity to identify and communicate suggestions to enhance your operations and expand your service delivery opportunities.

AICPA Governmental Audit Quality Center

Our membership in the AICPA Governmental Audit Quality Center is noted below. The Quality Center is a prestigious group of accounting firms who are well versed in governmental auditing. Membership in the Quality Center is limited to certain firms meeting the eligibility criteria.



The AICPA Public Peer Report File is available on AICPA website at:
<http://peerreview.aicpaservices.org/publicfile/DocDefault.aspx>

Center Members:

Crosslin, PLLC
3803 Bedford Avenue, Suite 201
Nashville, TN 37215

Contact:

David Hunt
615-320-5500
david.hunt@crosslinpc.com

"Crosslin has always done an excellent job performing the annual audit of Metropolitan Nashville Public Schools. MNPS currently has an operating budget of \$790 million and federal/state grants of \$80 million. Their staff is very professional and knowledgeable about accounting requirements of our business. They have been a valuable resource and very responsive to our needs. I am pleased with their service."

*Glenda M. Gregory
Director of Budgeting and Financial Reporting
Metropolitan Nashville Public Schools*



Peer Review

Crosslin's most recent peer review was completed in January 2023. In our most recent peer review letter, dated February 2023, Crosslin received the highest mark possible: a passing opinion with no comments. This peer review included our governmental/not-for-profit (Single Audit) engagements. Only a small percentage of accounting firms in the country receive this rating. Crosslin has received this same rating for ten consecutive peer reviews, spanning our entire 30 plus year history.

The American Institute of Certified Public Accountants invited all CPA firms to join and comply with certain stringent practice requirements in order to provide the public with the highest level of assurance that such firms conducted quality practices. Because our firm maintains the following standards, Crosslin is a member in good standing:

- Each member of our professional staff receives 40 hours of continuing professional education each year or 80 hours over their two year reporting period. We have BDO, AICPA, and internal training classes available to our team members.
- Each member of our auditing team biannually receives at least 16 hours of education directly related to not-for-profit/governmental auditing (including Single Audit training).
- The firm adheres to a strict system of quality control procedures by the Public Company Accounting Oversight Board ("PCAOB"), Employee Benefit Plan Audit Quality Center ("EBPAQC"), and the American Institute of Certified Public Accountants ("AICPA"). As noted, we are members of the Governmental Audit Quality Center ("GAQC").

Our procedure is to include a concurring Principal review of your issued financial statements and reports to assure quality and timely performance. We have a formal internal control system which includes customer acceptance procedures, second principal reviews, consultation procedures, mentoring, internal inspections, approved continuing education requirements, industry seminars, etc., to mention some of the elements of our internal control system.

Crosslin has worked hard to continually develop the firm and our team members. We do, however, look for ways to continually improve the way we do business, and therefore, better serve our customers.

The peer review letter of Crosslin follows.



JAYNES REITMEIER BOYD & THERRELL, P.C.
Certified Public Accountants
5400 Bosque Blvd., Ste. 600 | Waco, TX 76710
P.O. Box 7616 | Waco, TX 76714
Main 254.776.4190 | Fax 254.776.8489 | jrbt.com

Report on the Firm's System of Quality Control

February 23, 2023

To the Principals of Crosslin, PLLC
and the Peer Review Committee of the Tennessee Society of CPA's:

We have reviewed the system of quality control for the accounting and auditing practice of Crosslin, PLLC (the firm) in effect for the year ended August 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crosslin, PLLC in effect for the year ended August 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crosslin, PLLC has received a peer review rating of *pass*.

Jaynes, Reitmeier, Boyd + Therrell, P.C.



Peer Review (continued)

State of Tennessee Regulatory Reviews

Crosslin performs numerous engagements for governmental entities, not-for-profits, and college/university customers which are governed under contracts with the State of Tennessee. Every audit submitted to the State has a desk review performed. There have been zero engagements not accepted by the State.

Crosslin has submitted all required documents annually to the State of Tennessee for each customer for regulatory review. 100% of our submissions have been accepted by management. Occasionally, there are comments from the State requesting additional information to be included in future years auditor's report or the financial statements. There have been no material comments regarding the audits or submitted financial statements for any of our clients for the last 30 plus years.

"The principals and staff at Crosslin are always professional and easy to work with during our annual audits. They are also sensitive to their clients' needs... They have vast knowledge of accounting rules and pronouncements across several industries."

*Edward Oliphant
Chief Financial Officer
Nashville Metropolitan Transit Authority*



Overview of the Firm

Crosslin is a firm of accountants, auditors and consultants located in Nashville, Tennessee. We have approximately 80 team members, 12 of whom are Principals in the firm, and we serve customers all over the United States as well as internationally.

Our firm was founded in 1987 by Chairman Dell Crosslin, David Hunt, and two other CPAs with the desire to provide organizations with an alternative to the national accounting firm options. Several of the founding team came from “Big Four” firms and believed that a regional firm with national firm resources could provide quality service to organizations with more reasonable fees, more personal attention, and with a greater sense of urgency to deliver services to our customers. As national and regional firms directed their focus to larger customers, Crosslin set out to serve governmental entities, utilities, not-for-profits, real estate, construction, educational institutions, universities, and privately-owned companies, by providing quality services from a local firm. Our firm has elected to register with the Governmental Audit Quality SIBF/GNF (“GAQC”), the Employee Benefit Plan Audit Quality Center (“EBPAQC”) of the American Institute of Certified Public Accounts (“AICPA”), and the Public Company Accounting and Oversight Board (“PCAOB”). We believe these memberships demonstrate our commitment to excellence in serving our customers.

Overall, our firm is ranked in the top 10 in Middle Tennessee. Crosslin has been named “Best in Business” and one of the “Best Places to Work” finalists in Middle Tennessee by the *Nashville Business Journal*.

Crosslin recruits the best team members available without regard to race, religion, sex, age, national origin, or disabilities. Our team members are a diverse group of extremely talented individuals dedicated to outstanding service and the complete satisfaction of every customer we serve.

Crosslin is an active and contributing member of our community and the communities we serve, with team members involved in numerous not-for-profit organizations as board members, advisors, officers, and volunteers. We have been longtime supporters of not-for-profit organizations and initiatives, constantly encouraging our team members, customers, and colleagues to do their part and give back to help others.

Crosslin provides business assurance, tax, and advisory services to organizations in a myriad of industries, including governments, religious organizations, not-for-profit, foundations, education institutions, real estate, construction, venture capital entities, governmental entities, healthcare, major privately-owned businesses, professional services, manufacturing, and distribution. The BDO Alliance gives us access to hundreds of professionals, if needed. Our professionals possess the depth of experience and capabilities necessary to deliver outstanding service on each and every engagement, regardless of its scope or complexity. Through our hands-on approach and commitment to superior customer service, Crosslin and its subsidiaries can truly do more so your organization can be more.



Overview of the Firm (continued)

Involvement of Principals and Managers/Supervisors

Crosslin was founded on the belief that exceptional service can and should be delivered on all levels. Our Principals and Managers/Supervisors enjoy having frequent interaction with their customers and we are committed to maintaining this philosophy.

Principal-in-Charge, John Crosslin, and Concurring Reviewer and Audit Principal, Curtis Payne, will be heavily involved with LFUCG throughout the year and will visit LFUCG premises on a regular basis. Crosslin's philosophy is to provide you with a business partner who is available year-round to assist you. In addition, the reviews are performed on-site during fieldwork so that any questions or issues can be addressed and resolved on a timely basis. There will always be a senior level CPA on site to supervise and answer any questions that may arise.

"Since arriving in the Clerk's Office, I've been extremely impressed with the expertise and professionalism exhibited by the Crosslin audit team. Their assistance and guidance has proven invaluable to our organization."

Brenda Wynn
Davidson County Clerk

Policy on Rotating Principals

Crosslin has experienced great success in building knowledge and well-versed teams for our governmental entities. By providing our governmental entities with the same senior leadership year after year, our team is familiar with our government entities business operations, personnel, and the inner workings of the engagement. By growing this familiarity year after year, we are able to better serve you. We have two Principals intimately involved with LFUCG engagement. By staffing in this manner, Crosslin will promote freshness on the account by committing to mandatory Principal rotation every five years, if requested. Therefore, all the Principals will remain on the engagement and retain history, but will periodically transfer assignments within the engagement to guarantee a fresh look at responsibilities, if requested.

BDO Alliance USA Relationship



Crosslin is an independent member of the BDO Alliance USA, a national network of select accounting firms with ties to BDO, the world's seventh largest international accounting firm. Membership in the Alliance gives us immediate access to the technical literature, training, technical expertise, research capability, and other resources of BDO and other Alliance members. The BDO Alliance networks more than 400 independently owned local and regional accounting and consulting, law, business consulting, and technology firms. As an Alliance member, Crosslin is able to provide customers the depth and breadth of resources and expertise of a major global firm, and the reliable, personalized service that is the hallmark of an independent regional firm that knows and understands governmental and not-for-profit organizations, privately and publicly held companies.

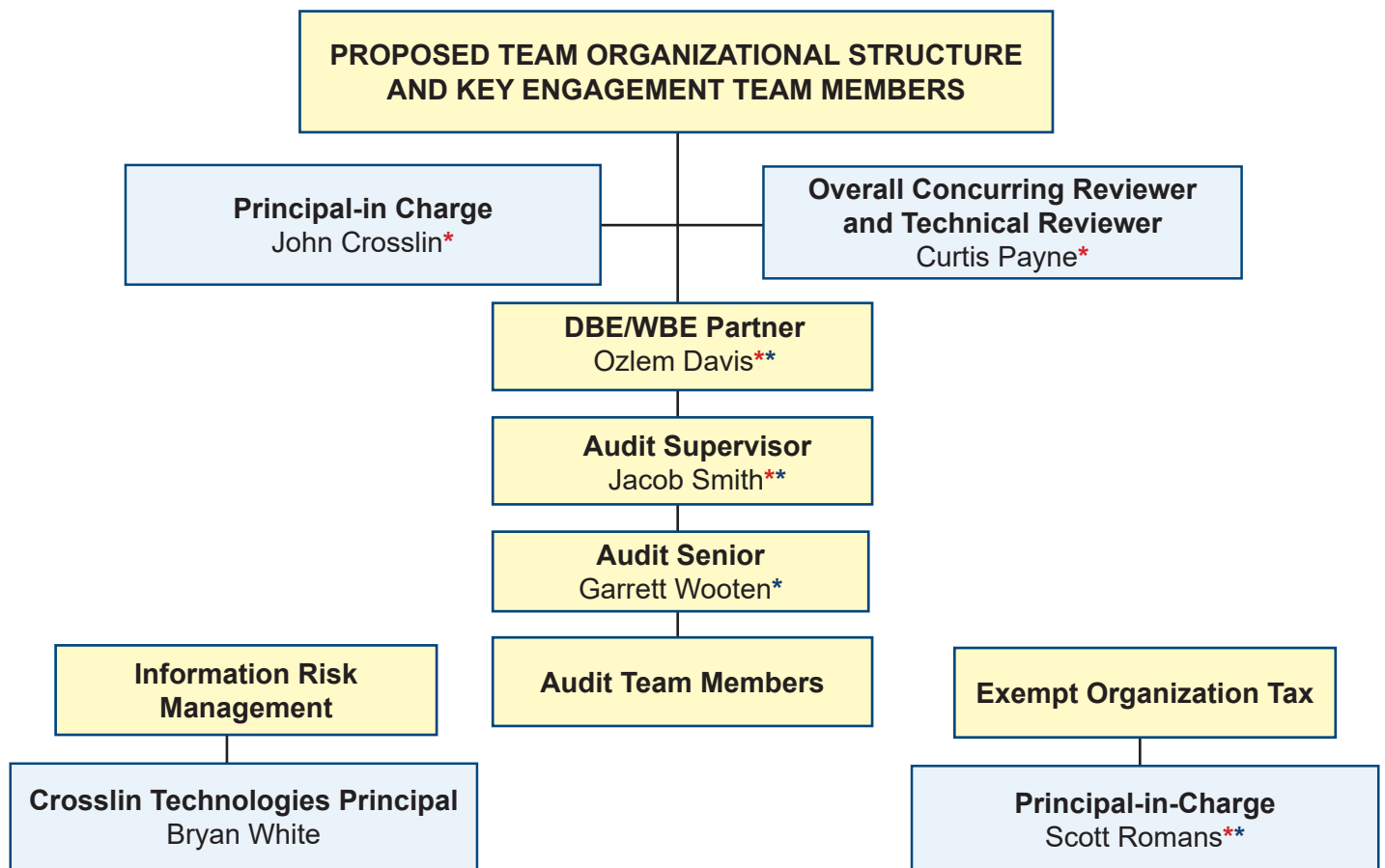


Proposed Engagement Team

Organization of the Assigned Audit Team

Our greatest strength is our people, and our firm was founded with the fundamental belief that we must deliver nothing less than outstanding customer service on each and every engagement. It is only through the dedication of our talented and knowledgeable team that we are able to maintain this service approach. We believe that there is simply no substitute for personal business relationships built on solid communication and timely interaction.

To that end, we have carefully selected the following team of professionals to serve LFUCG. Each member of our customer service team has extensive experience with governmental entities, and OMB Single Audit procedures. Each has received no less than 16 hours per year of continuing education focusing solely on governmental and Single Audit procedures. **All team members assigned to LFUCG are full-time employees.**



* Licensed to practice as a certified public accountant in Kentucky

* Lives in Kentucky



Qualifications of the Proposed Engagement Team

John H. Crosslin, CPA, MBA Co-Managing Principal Principal-In-Charge and Co-Managing Principal

John has been with Crosslin for 26 years. Prior to joining Crosslin, John worked in the Nashville office of a Big Four firm. John has directed the audits of companies in a variety of industries, including governmental entities, not-for-profit, retail, distribution, manufacturing, publishing, and business services. He has managed the engagements of customers such as Metropolitan Government of Nashville and Davidson County, the City of Brentwood, the Brentwood Emergency Communications District, Metro Nashville Water and Sewer, Metropolitan Development and Housing Agency, CDE Lightband, Clarksville Gas, Water and Wastewater, Natural Gas Acquisition Corporation, Tennessee Regional Transportation Authority, Metropolitan Transit Authority, Harpeth Valley Utility District, Bethel University, Fisk University, Belmont University, Montgomery Bell Academy, Choice Food Group, Inc., Nashville Public Television, General Council on Finance and Administration of The United Methodist Church, The United Methodist Committee on Relief, and Church World Service.

John is a member of the United Way of Metropolitan Nashville's Board of Directors, where he serves as Immediate Past Board Chair & Succession Planning Committee Chair. He also has served as Chair, Vice Chair and Treasurer of the board of directors. John was also a past member of the Board of Directors for the Girl Scouts of Middle Tennessee, where he still participates on the Finance Committee. In addition, John served on the Board of Directors of the Music City Youth Orchestra, where he served as the President and Treasurer, and participates on the firm's Community Service Committee. He belongs to the Nashville Striders running group and held a seat on the Montgomery Bell Academy Alumni Board. John was named to the *CPA and NSA Practice Advisor's* 40 Under 40, a national honor that reflects contributions to the field of public accounting by individuals under the age of 40. He was also a recipient of both the Nashville Emerging Leader Awards in the Business Services category, the *Nashville Business Journal's* 40 under 40 honor and named a Power Leader in Accounting for 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 by the same publication.



Education

Bachelor's Degree, Goizueta
Business School of Emory
University

Master's Degree, Owen
Graduate School of Business of
Vanderbilt University

Licenses & Certifications

CPA, Tennessee, Kentucky, and
Florida, Washington D.C.

Professional Associations

Immediate Past Board Chair &
Succession Planning Committee
Chair, United Way of
Metropolitan Nashville

Former Board Member, Current
Finance Committee Member,
Girl Scouts of America Middle
Tennessee

Former Board President and
Treasurer, Music City Youth
Orchestra

Former Alumni Board Member,
Montgomery Bell Academy



Qualifications of the Proposed Engagement Team (continued)

Curtis Payne, CPA **Audit Principal and Concurring Reviewer**

Prior to joining Crosslin, Curtis worked at a local firm in Owensboro, Kentucky for 4 years. Curtis has been with Crosslin since 2014. During that time, he has participated in the audits of a variety of industries including not-for-profit, government, education, employee benefit plans, and many other business entities.

Customers served by Curtis include the City of Knoxville, the City of Franklin, the City of Knoxville Pension System, Maryville College, the City of Gatlinburg, the United Women in Faith, Grace Adult Homes, Union University, Bethel University, Welch College, Tennessee School Boards Association, Social Enterprise Alliance, Church World Service, Mur-Ci Homes, Inc., Clarksville Gas, Water and Wastewater Departments, Natural Gas Acquisition Corporation, Greater Nashville Regional Council ("GNRC"), the Metro Water Services of the Metropolitan Government of Nashville and Davidson County, Tennessee, Metropolitan Transit Authority, Nashville Entrepreneur Center, and the Tennessee Baptist Foundation. Curtis also has extensive experience in auditing federal programs under the Uniform Guidance.

Kentucky customers served by Curtis prior to joining Crosslin include Titan Contracting and Leasing, Pilot Steel, Young Manufacturing in Hartford, Kentucky, ARC of Owensboro, and the Wendell Foster Disability Center.

Curtis received his Bachelor of Science in Business Administration/Accounting Emphasis degree from Campbellsville University School of Business and Economics. He also received an Advanced Accounting Certificate from Western Kentucky, Grise School of Business.



Education

Bachelor's Degree,
Campbellsville University

Licenses & Certifications

Advanced Accounting Certificate,
Western Kentucky University

Certified Public Accountant,
Kentucky and Tennessee

Professional Associations

Member, Tennessee Society of
Certified Public Accountants

Member, American Institute of
Certified Public Accountants



Qualifications of the Proposed Engagement Team (continued)



Ozlem E. Davis, CPA, CFF, CFE

LICENSES and CERTIFICATIONS

Certified Public Accountant ("CPA")	Commonwealth of KY 2007
Certified in Financial Forensics ("CFF")	American Institute of Certified Public Accountants 2009
Certified Fraud Examiner ("CFE")	Association of Certified Fraud Examiners 2009
<u>Certified in International Financial Reporting Standards - (Inactive) American Institute of Certified Public Accountants 2012</u>	

EDUCATION

Eastern Kentucky University (AACSB Accredited) Richmond, KY

Major: Accounting

Degree: Bachelor of Business Administration

Graduated: Dec 2006 - *Summa Cum Laude* with a 3.9 GPA

Bosphorus University Istanbul, Turkey

Major: Translation and Interpreting (Turkish-English)

Degree: Bachelor of Arts

Graduated: May 2001

WORK EXPERIENCE

Peer House, LLC – Lexington, KY	Jul 2016 – Present
Owner, President	
Kentucky Eagle, Inc. – Lexington, KY	Jan 2014 – Dec 2017
Controller	
Toyota Tsusho America, Inc. – Georgetown, KY	Jan 2012 – Jan 2014
Senior Consolidation Accountant	
CDR Minerals USA, Inc. – Hazard, KY	May 2011 – Jan 2012
Controller	
Dean, Dorton, Allen, Ford PLLC	Sept 2006 – May 2011
Specialist in Forensic Accounting and Consulting Services	

PROFESSIONAL MEMBERSHIPS

Kentucky Society of CPAs

AICPA

ACFE



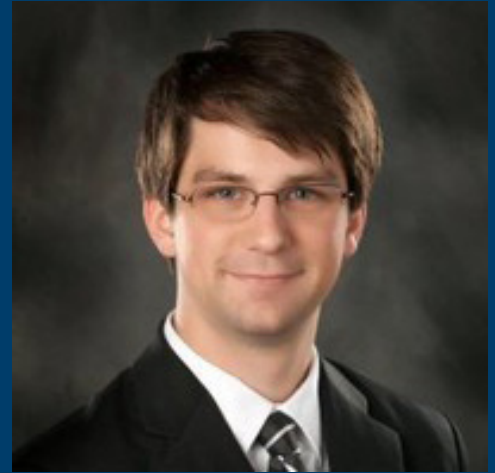
Qualifications of the Proposed Engagement Team (continued)

Jacob Smith, CPA Audit Supervisor

Prior to rejoining the firm in 2022, Jacob has more than a decade of experience in various forms of accounting, financial analysis, and internal/external auditing roles. The majority of Jacob's experience were in educational organizations specifically in external and internal auditing, manufacturing organizations, and compliance auditing. Other experiences Jacob has had was in taxation, for profit entities audits in varying industries as well as serving on the audit committee for a Board of Education and serving as the senior accountant for a local credit union.

Clients served by Jacob are City of Franklin, Tennessee, City of Greenbrier, Tennessee, City of Ridgeway, Tennessee, Church World Service, Martha O'Bryan Center, Cool Springs Conference Center, Greater Nashville Regional Council, IDB Knox County, Cymetech, XMi Financial, Zochem Acquisition Holdings, LP, Zinc Resources, LLC, Wellengood Partners, LLC.

Jacob has been a resident of Bowling Green, Kentucky since 2013. There he has two children and has coached his son's youth soccer team for the past three years.



Education

Bachelor's Degree,
Campbellsville University

Licenses & Certifications

Certified Public Accountant,
Kentucky



Qualifications of the Proposed Engagement Team (continued)

Garrett Wooten Audit Senior

Garrett has been with Crosslin since early fall of 2022 and he works out of our Lexington, Kentucky office. Before coming to Crosslin, he was a Sales and Marketing accountant for Tempur Sealy International. There he helped with the interactions with members of the Sales and Marketing teams, as well as the close processes to prepare the profit and loss statements. He also held positions at RJ Corman as a Project Cost Accountant and as a Financial Services Audit Intern at Crowe.

Garrett has been apart of various audits for a variety of companies during his time with us covering several industries, including educational institutions, governmental entities, manufacturing, not-for-profit organizations, and pension plans. He has been on the engagement teams for customers such as City of Crossville, City of Gatlinburg, Governor's Early Literacy Foundation, Athens Paper Company, Church World Service, Intrepid College Preparatory School, Metro Government of Nashville and Davidson County, Purposes Preparatory Academy, Senate Hotel Memphis, The Buntin Group, and United Methodist Publishing House.

Garrett attended the United States Air Force Academy before being Honorably Discharged, after this he attended the University of Kentucky. It was there where he received his Bachelor of Science in Accounting.



Education

Associates in Science
Bluegrass Community
and Technical College

Bachelor of Science
of Accounting
University of Kentucky



Qualifications of the Proposed Engagement Team (continued)

Scott L. Romans Lexington Office Managing Principal and Tax Principal

Scott began his public accounting career nearly 14 years ago, primarily working with closely held businesses and owners on complex tax planning and compliance. Scott works with a variety of entities, including not-for-profit, construction, real estate, spirits production, professional services, healthcare (physician and dental owned practices), and transportation. Scott has also worked with businesses on a broad range of consulting services, including temporary controllership services, sales and purchases of businesses, new business setup, and business succession planning.

Prior to joining Crosslin, Scott served as a partner at a local Lexington firm where he served in a leadership role for both the tax team and the entire firm. He managed the firm's tax compliance services and worked with multi-state and complicated tax situations, assuring that the quality of service and product received was of the highest caliber.

Scott is a member of the American Institute of Certified Public Accountants, Kentucky Society of Certified Public Accountants, and the Association of Certified Fraud Examiners. In addition to being a CPA, Scott also has certifications in Business Valuation and Financial Forensics.

Scott serves on the Professional Ethics and Construction Committees of the Kentucky Society of Certified Public Accountants.



Education

Bachelor of Arts in Accounting;
Transylvania University

Licenses & Certifications

Certified Public Accountant

Certified Fraud Examiner

Accredited in Business
Valuation Certified in
Financial Forensics

Professional Associations

Member, American Institute
of Certified Public Accountants

Member, Kentucky Society
of Certified Public Accountants

Association of Certified Fraud
Examiners

Other Activities

2017 AICPA Forensic and
Valuation Services Standing
Ovation



Qualifications of the Proposed Engagement Team (continued)

Brian White **Information Risk Management Principal**

Bryan began his technology career in the United States Navy where he designed, installed, maintained and operated state-of-the-art information systems. This included wide area networks, mini and micro computer systems, and associated peripheral devices. In addition, Bryan operated and maintained telecommunications systems including automated networks, data links and circuits; transmitting, receiving, operating, monitoring, controlling, and processing all forms of telecommunications through various media, including global networks.

In his current role as a Principal of Crosslin Technologies, Bryan is responsible for the sales and operations of our Managed Services Division, which includes managed IT services and managed communication services. Those services include managed cybersecurity, data backup, server, desktop and device management, preventative maintenance of essential servers and networks, phone solutions, carrier services, and email solutions. Bryan guides our customers in the identification, development, and implementation of strategic plans to design technology platforms that will support their business goals and objectives.



Education

University of Maryland, ECC,
Information Systems Management

Awards

President's Club

Navy and Marine Corps
Information Tech, Achievement
Medal

Letter of Commendation



Crosslin's Diversity Program Commitment

At Crosslin, we take our commitment to diversity very seriously.

We appreciate LFUCG's minority Business Enterprise Program as Crosslin's ensures the full participation of minority and women owned businesses across our government's engagements. In our governmental practice, we believe that we partner with more DBE, MBE, and WBE firms than any other accounting firm accounting in Middle Tennessee. Specifically, we partner or have partnered with DBE, MBE, and WBE firms in our work for the Metropolitan Nashville Airport Authority, the Metropolitan Government of Nashville and Davidson County, Nashville Metropolitan Transit Authority, Regional Transportation Authority, the City of Knoxville, and Metro Department of Water and Sewerage Overflow Abatement Program. Our DBE, MBE, and WBE participation exceeds the requirements in many of our engagements. We do not look at this as simply a requirement; rather it is an opportunity to have additional resources and team members crucial to the engagement. We have partnered with DBE, MBE, and WBE firms in various other engagements due to our relationships with these firms (rather than as a result of "requirements" or "goals"). Due to Crosslin's success in working with Nashville based DBE, MBE, and WBE firms, Crosslin is committed to developing the same level of commitment to Kentucky based DBE, MBE, and WBE firms. We are looking forward to adding PH as yet another WBE partner.

Our firm and our WBE partner will work as one team. Rather than simply "sub-contracting" part of the work to a WBE firm, we are truly one team. We do not carve-out sections of the engagement for the firm to work on independently of the audit. We do not believe that is within the spirit of the WBE program, and it is certainly not effective in our engagement plan. Instead, PH and Crosslin will be one team, working together in the field on all areas of the engagement. Crosslin is planning on 10% participation of our WBE partner.

In conducting our governmental engagements over the past several years, we routinely partner with several DBE, MBE, and WBE firms. Again, our partnership with these firms, we believe, exceeds those of our competitors and the applicable requirements. The participation of these contracts range from 10-35 percent of the engagements. We know of no instances in which we did not exceed the DBE, MBE, and WBE participation goals for our engagements.

PH will be responsible for submitting their time regularly so that it can be entered into Crosslin's time keeping system. This will allow for daily and weekly monitoring of progress.

Crosslin commits to prompt payment to the Firms for all work performed. The Firms are responsible for invoicing to Crosslin all time, and Crosslin commits to payment of the Firms invoices within fourteen (14) business days of receipt of payment from LFUCG.

The Firms will be responsible for performing various levels of work on the engagement.



Crosslin's Diversity Program (continued)

We understand that the DBE, MBE, and WBE participation level established for this contract is 10%; however, we commit to a total participation percentage of 10% for this engagement.

The following is a list of at least three (3) projects in which Crosslin partnered with or subcontracted work to a DBE, MBE, and WBE firm:

The Metropolitan Nashville Government of Nashville and Davidson County ("Metro") as of and for the year ended June 30, 2023. Crosslin partnered with two DBE, MBE, and WBE firms on this audit. The total Metro participation requirement was 20% and the total participation achieved was approximately 25%*.

The Metropolitan Transit Authority ("MTA") as of and for the year ended June 30, 2023. Crosslin partnered with one and firm on this audit. The total MTA participation requirement was 3% and the total participation achieved was approximately 27%*.

The Regional Transportation Authority ("RTA") as of and for the year ended June 30, 2023. Crosslin partnered with one firm on this audit. The total RTA participation requirement was 3% and the total achieved was approximately 21%*.

* Similar participation percentages have been achieved during our tenure on these engagements since inception.

"I want to compliment your organization and your staff members that participated in our most recent audit cycle. They were exceptional in their professionalism and their communication skills. Many of our Department Directors were effusive in complimenting the manner in which your employees conducted themselves... Your associates, while being thorough and diligent in their tasks, were friendly, unobtrusive and sensitive to the competing time-constraints on our Directors and their employees."

Russell B. Truell
Assistant City Administrator, CFO
City of Franklin



Audit Approach

Through our deep experience in serving governments, we have developed and tailored a specific and comprehensive audit approach. Our approach is based on the structure of the PPC governmental audit approach which is used for the audits of governmental entities across the country. Our risk-based approach appropriately addresses the requirements of generally accepted auditing standards (including AICPA Risk Assessment Standards), as well as the standards applicable to financial audits contained in *Government Auditing Standards*, as issued by the Comptroller General of the United States and the compliance requirements described in OMB Uniform Guidance. The approach entails an analysis of business and audit risks that lead to a focused audit effort and has also been designed to address risk, and those matters which we believe will be of particular importance to management, the LFUCG as well as the citizens of LFUCG. As conditions change, we will continue to enhance our understanding of critical business and audit areas through comprehensive audit planning and risk assessment.

Throughout the audit process we gain knowledge which, combined with our experience and expertise, provides us with a unique insight into LFUCG's operations. It also provides us with opportunities for identifying improvements, not only with respect to accounting and information systems, but also regarding broader and often more significant areas such as organizational structure and financial planning. Our experience allows us to also be a resource for LFUCG and provide specific suggestions and industry advice. Our approach is designed not only to satisfy professional auditing standards, but also to add value and meet the needs of LFUCG.

We developed our audit approach based on technical resources and our experience auditing governmental entities over many years. The key element in performing a successful audit is to have knowledgeable professionals who know the industry, how to evaluate risk, and the business environment. In order to perform the audit timely and meet or precede your deadlines, we will work closely with your staff while planning the engagement.

We believe that the audit approach is appropriate, comprehensive and specifically tailored to LFUCG and its mission in the context of its strategic plan.

"The Crosslin staff consists of knowledgeable professionals who possess the ability to work with our organization in a team-oriented environment. The comfort level we have achieved since working with Crosslin is invaluable. We always have a "go-to" person which allows us the luxury of concentrating on other areas of our business. Crosslin always goes above and beyond any service we'd expect."

*Tammy Grissom, Ed.D
Executive Director
Tennessee School Boards
Association*



Audit Approach (continued)

There are five integral components to LFUCG's audit: the financial statement audit; the OMB Uniform Guidance Single Audit; the consideration of compliance with laws and regulations; the reporting and communication of the results of our audit and quality assurance, and the Annual Compilation of the Sheriff's Collection of Property Taxes.

FINANCIAL STATEMENT AUDIT

Financial Statement Audit Planning and Risk Assessment

Our audit planning emphasizes risk assessment in terms of financial statement assertions and the design of audit tests that are responsive to the identified risks. This process takes place in the following steps:

Understanding of the Operations of LFUCG

Our firm places significant emphasis on understanding our customer, its operations, and the impact on our audit. The key element of effective audit planning is our thorough understanding of all of LFUCG's operations. This includes operating environment, accounting, and internal accounting control structure, and financial position. Our years of experience with governments will help us quickly capture the relevant information to develop a detailed understanding of these elements. Therefore, we can effectively assess risk, identify the nature of significant account balances/transaction classes, and design efficient and effective audit tests and procedures.

Business Risks

The identification, evaluation, and management of business risks that may affect the operations of LFUCG and impact on its financial statements is essential to the fulfillment of its mission. We will identify and test the systems and processes that LFUCG has in place to manage these risks.

Financial Statement Assertions

Audit planning also must assess risk in relation to financial statement assertions. As your auditors, we will gather sufficient, appropriate audit evidence to provide a reasonable basis for expressing our opinions about these assertions embodied in your basic financial statements. The nature of audit evidence that we require (i.e., direct or indirect) depends upon the nature and importance of the assertion. We will gain an understanding of the attributes and internal controls over financial reporting and will test the significant controls and their effectiveness. Direct substantive tests will be performed for certain significant financial statement assertions (i.e., those assertions which, due to their nature, are likely to be important to users of the financial statements). The nature and design of those substantive tests will vary and depend on the results of process and control testing.



Audit Approach (continued)

FINANCIAL STATEMENT AUDIT (continued)

Audit Risk

Risk assessment is the essential element in the audit planning process. When a reliable risk profile is developed and appropriate risk-assessment decisions are made in the initial planning process, the amount of testing can be correlated with each audit area's relative risk. The result: a more focused, efficient, and effective audit.

Audit risk is a function of the risk that the financial statements prepared by management are materially misstated and the risk that the auditor will not detect such material misstatement. We consider risk in our internal controls assessment and testing and in selecting particular substantive tests to achieve our audit objectives. We are acutely interested in limiting overall audit risk to an acceptable level. The nature, timing, and extent of our auditing procedures will be correlated with our assessment of risk. The extent of our substantive audit tests will be directly related to our assessment of risk prior to performing such tests.

Our audit approach classifies the risk of error into two categories - high risk and normal risk - and identifies factors that affect assessment of the risk or error. These factors can be classified into two broad groups: overall risk factors and risk factors specific to account balances or classes of transactions, which include the related internal accounting controls, the nature of the transaction(s) and any errors found in the past.

During the planning stages of the engagement, we obtain and review the current year reports and relevant prior reports of LFUCG's internal auditors, if applicable. We consider the testing and results of their work as it relates to accounting and reporting function in enhancing our understanding of processes and controls, evaluating risk, and developing our audit plan.

Crosslin has assembled a dynamic team of professionals in our Information Technology ("IT") department. As part of our risk assessment, we will evaluate LFUCG's electronic data processing ("EDP") environment in accordance with *Government Auditing Standards* and AICPA guidelines. The objectives of these reviews are to (1) obtain an understanding of relevant systems controls to identify areas that could pose potential auditing risks, (2) determine whether sufficient controls are in place to protect the integrity and reliability of financial data, (3) determine the capability of the core financial management system in carrying out financial data processing, and (4) test the systems controls for the core financial management information systems.



Audit Approach (continued)

FINANCIAL STATEMENT AUDIT (continued)

Audit Risk (continued)

Response to Audit Risk

We will tailor our specific auditing procedures for LFUCG to correspond with the significance of the financial statement assertions and our assessed levels of risk. If processes and controls are determined through testing to be effective and operating properly, analytical review procedures may provide the required assurance regarding many financial statements assertions; however, tests of details are necessary for some assertions in order to limit audit risk to acceptable levels.

We plan to gain an understanding of, and test through sampling, internal controls for the following processes:

- Risk assessment
- Monthly and annual financial reporting
- Information technology and security
- Manual journal entries
- Investments
- Bank reconciliations
- Cash receipts
- Revenue recognition, especially with respect to property taxes, state shared taxes, and grants
- Cash disbursements, including payroll and budgeting
- Expenditure/expense recognition
- Capital assets

“Crosslin have performed our annual financial audits now for the past 5 years. Each year their staff has made the audit process more proficient while providing invaluable feedback and professional advice throughout the audit process. Their staff is very knowledgeable, flexible to our work schedules, and consistently provide outstanding customer service. I highly recommend Crosslin for any organization wishing to bring their audit experience to a heightened new service level.”

*Robert M. Lonis
Former Chief Financial Officer
Nashville General Hospital*



Audit Approach (continued)

FINANCIAL STATEMENT AUDIT (continued)

Response to Audit Risk (continued)

In addition, we will perform detailed testing including, but not limited to, inspecting original source documents, sending confirmations, etc., for certain significant accounts and transaction classes that extend across several opinion units, as follows:

- Cash, cash equivalents, and investments, including restricted accounts and related income, receivables, and collateral
- Inventories
- Due To/Due From Accounts
- Capital assets
- Property tax, sales tax, as well as state shared and accounts receivables
- Deferred outflow and inflow of resources
- Accounts payable, accrued liabilities, encumbrances outstanding, retainage payable, and other liabilities
- Classification of net position and fund balances under GASB 34 and 54, respectively
- Long-term liabilities including notes payable and long-term debt
- Tax revenues
- Grant revenues and contributions
- Proprietary fund revenues and expenses
- Other post employment and pension benefits (GASB 75 and GASB 68)
- Leases under GASB 87
- Impact of new GASB pronouncements or other regulations
- ACFR components and footnote disclosures

Initial sizes will vary from 1 - 40 items for the testing areas above depending on the type of substantive test. Samples of large populations will generally be 25 - 40 items. Assuming the results of our testing noted above support our preliminary risk assessments, we will augment testing with limited additional procedures consisting of analytical review and other procedures to satisfy ourselves that the risk of material misstatement and non-compliance is at an appropriately low level for us to render our opinion.

"Crosslin has made it their mission to know our organization and our industry. They help us keep up with the ever changing government and industry compliance demands. As a small independent nonprofit, having Crosslin as a partner and a resource is invaluable. They definitely go above and beyond: you have probably seen them answering phones during our pledge drives!"

Kathy McElroy
Prior VP & CFO
Nashville Public Television



Audit Approach (continued)

FINANCIAL STATEMENT AUDIT (continued)

Performing Work on Related Areas Together

Performing work on related audit areas together results in significant efficiencies. Identifying systems and processes where this can be done is, an important part of our audit planning. Having members of the engagement team performing all related work together reduces the time learning LFUCG's systems and gives us a more complete and cohesive understanding of LFUCG's transactions and processes.

Computer Assisted Audit Techniques

We apply computer-assisted audit techniques on most engagements and expect to do so on LFUCG's engagement. These techniques minimize manual-effort in the audit process for both the auditors and the customer. We have the capability to electronically transfer data from a customer's system, permitting us to perform audit procedures more effectively and efficiently. We use several software packages, most notably AdvanceFlow, Suralink*, LeaseCrunch**, IDEA, Thomson PPC CheckPoint, and related products.

*Our online portal/platform, Suralink, allows both our client and our teams to easily collaborate in real-time to make requests, transfer documents, track engagements, and assign tasks. The software was specifically designed for CPA firms and their clients. Some of the key features of Suralink include: Centralization of the PBC Listing, State of the Art Encryption, Dashboard, Timeline & Notifications, Specified Access for Users on the Team, Customization of the PBC Listing at Any Time, Increased Communication, Drag & Drop Files, and Any File Size & Type. If selected as your auditors, we will send you a tutorial video for Suralink and we will be happy to walk you through any or all aspects our online portal/platform.

**LeaseCrunch is our lease accounting solution that will enable you to eliminate lease accounting errors by being able to record and track all leases and related information while remaining GASB 87 compliant. Some of the key features of the LeaseCrunch accounting solution include: a single place to easily manage and account for any lease type, journal entries, reports, and disclosures all available with a click of a button, and a detailed audit trail for each lease with who did what and when.



Audit Approach (continued)

SINGLE AUDIT APPROACH - UNIFORM GUIDANCE

LFUCG's operations are partially funded through various federal award programs. When these federal awards exceed the single audit threshold of \$750,000, an important part of our audit approach will focus on the internal controls and compliance with the requirements of these programs.

The Office of Management and Budget ("OMB") Uniform Guidance requires the auditor to use a specific risk-based approach to determine which federal programs are major programs. Our risk-based approach includes consideration of current and prior audit experience and results, oversight by federal agencies, and pass-through agencies and the inherent risks of the federal programs. The risk-based approach is designed to focus the Single Audit on higher-risk programs (major programs).

Our firm specializes in Uniform Guidance audits. We invest significant time training and learning grant programs. We perform numerous Uniform Guidance audits on an annual basis, covering more than one-half billion dollars in federal awards. Additionally, through our experience with similar counties and cities, we have experience in auditing many of the programs that could impact LFUCG. We understand the purpose, complexities, and requirements of the programs.

Through our membership and participation in the AICPA's Governmental Audit Quality Center and our experience, we believe that we are uniquely qualified to analyze the requirements of the programs and to test them appropriately.

To smooth the effects of major program expenditures on our audit procedures, we establish for each customer a detailed plan that ensures testing of each Type A program at least once every three years. To the extent possible we avoid significant spikes in the quantity of major programs tested in a single year. We will perform preliminary assessments of risk for LFUCG's federal programs, based in part on historical testing and lack of findings as well as materiality, both qualitatively and quantitatively, and complexity.



Audit Approach (continued)

SINGLE AUDIT APPROACH (continued)

A summary of our audit procedures with respect to Single Audit compliance testing, when applicable, follows:

1. Planning

- Obtain a listing of all federal program expenditures and identify major programs for testing through application of the risk-based audit approach for federal programs
- Review contracts, agreements and the OMB Compliance Supplement to determine appropriate compliance requirements to test
- Arrange preliminary meeting with grant/program coordinators and various staff to discuss audit process and communicate our needs
- If necessary, discuss audit procedures and any special concerns with the respective federal awarding agencies
- Obtain an understanding of monitoring system for assistance programs

2. System Understanding and Documentation

- Rely to the extent possible on information and testing obtained in the planning for the financial statement audit
- Identify administrative controls to address program requirements
- Obtain an understanding of the financial program reporting system
- Evaluate and test the five COSO elements of controls for major programs. It is our approach to perform both internal control and program compliance tests utilizing the same sample of transactions (dual purpose testing).
- Detailed Testing and Quality Control
- Test a representative sample of transactions from major programs for propriety and compliance with laws, regulations, contracts, grants and specific program requirements
- Conduct compliance tests to verify administrative controls work effectively and as documented
- Review regulatory reporting
- Draft reports of findings, if any, and discuss with program coordinators and LFUCG management
- Perform two principal reviews of workpapers and reports
- Include appropriate reports on internal controls and compliance in the LFUCG's Single Audit reports and report to those charged with governance



Audit Approach (continued)

COMPLIANCE WITH LAWS AND REGULATIONS

An important element of an audit performed in accordance with *Government Auditing Standards* is consideration of the City's compliance with laws and regulations. Our audit approach will include the application of the following:

- Statement on Auditing Standards (AU-C Section 935): We will apply the guidance in AU-C Section 935, "Compliance Audits."
- Specific Audit Program - Laws and Regulations: We will complete our specific audit program designed to identify the laws and regulations with which LFUCG must comply, as well as test the compliance.
- Provisions and Regulations of Grant Agreements: We will test LFUCG's compliance with laws and regulations relating to grant programs in conjunction with our Uniform Guidance testing (when applicable).
- State Laws and Regulations: We will review and test certain laws and regulations.

REPORTING, COMMUNICATION, AND QUALITY ASSURANCE

Communication is an essential part of an effective audit. As your business partner, we want to interact with you as much as possible, not only during the audit, but throughout the year as well. During the course of the audit, we will meet regularly with appropriate financial management personnel to provide a status of the audit engagement. The status reports will address the progress of our procedures, any problems encountered, open items, and any other issues we believe need to be brought to the attention of management.

Our firm policies requires a principal and quality control review of audit workpapers and financial statements. In addition, detailed timely audit workpaper and quality control reviews are conducted at appropriate levels throughout the course of the audit. We believe that our approach to continuous communication and our quality assurance and reporting procedures will assure timely completion and performance in accordance with the requirements of LFUCG.



Audit Approach (continued)

REPORTING, COMMUNICATION, AND QUALITY ASSURANCE (continued)

A summary of the reporting, communication and quality assurance steps is as follows:

- Review, or assist in drafting, as appropriate, the basic financial statements, notes and supplemental schedules, and management letter, if applicable
- Final detail and quality control reviews
- Exit conference preparation and attendance
- Finalization of reports and letters
- Presentation of reports to the Council
- Review of the Data Collection Form and required reports for submission to the Federal Audit Clearinghouse
- Interface throughout the year to address questions and issues as they arise

As required by professional standards and governing agencies, we will communicate any significant deficiencies and material weaknesses found during the audit. Other control deficiencies will be reported in a separate letter to management which will also be communicated to the Audit Committee. Any indications of fraud will immediately be communicated in a written report to the appropriate levels of management, the Council, and, the cognizant agent for federal reporting.

Additionally, we will communicate with management and the Council as required by professional standards and as necessary to fulfill our requirements and assure they are informed of each of the following:

- The auditors responsibility under U.S. generally accepted auditing standards and *Government Auditing Standards* and OMB Uniform Administrative Requirements
- Managements responsibility for the financial statements and disclosures
- Significant accounting policies and financial statement disclosures, including implementation of new GASB pronouncements
- Management judgments and accounting estimates
- Consideration of the internal control structure
- Difficulties encountered in performing the audit, if any
- Corrected and uncorrected misstatements
- Disagreements with management, if any
- Management representations
- Management consultations with other independent accountants
- Major issues discussed with management prior to retention
- Other information in documents containing audited financial statements
- Any instances of fraud encountered during the audit, which will also be communicated to Linda Gorton, Mayor, Sally Hamilton, Chief Administrative Officer, Erin Hensley, Commissioner of Finance, and Susan Speckert, Commissioner of Law.



Audit Approach (continued)

ANNUAL COMPILATION OF SHERIFF'S COLLECTION OF PROPERTY TAXES

Crosslin will compile the financial statements and issue an accountant's report in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accounts. During the performance of the compilation procedures, any evidence or information of material errors or information determined to represent that fraudulent or illegal acts may have occurred shall be provided to LFUCG.

HOURS BY LEVEL FOR THE AUDIT OF LFUCG AND THE ANNUAL COMPILATION OF SHERIFF'S COLLECTION OF PROPERTY TAXES

Description	Hours by Level for LFUCG				Total
	Staff	Senior	Super/Mgr	Principals	
Planning, TOCs, JEs, Confirms, TB	70.00	45.00	30.00	15.00	160.00
TB/Financial Statements	10.00	45.00	70.00	10.00	135.00
Concluding	3.00	12.00	5.00	5.00	25.00
Client Meetings	3.00	10.00	7.00	5.00	25.00
Miscellaneous	4.00	4.00	2.00	-	10.00
Cash	15.00	-	-	-	15.00
Investments	10.00	15.00	5.00	-	30.00
Accounts Receivable	15.00	5.00	5.00	-	25.00
Inventory	10.00	-	-	-	10.00
Prepaid Expenses & Other Assets	5.00	-	-	-	5.00
PP&E	25.00	15.00	5.00	-	45.00
Debt	20.00	5.00	-	-	25.00
Accounts Payable	15.00	-	-	-	15.00
Pension & OPEB	15.00	10.00	-	-	25.00
Accrued Liabilities	15.00	-	-	-	15.00
Deferred Revenue	10.00	-	-	-	10.00
Equity	-	10.00	5.00	-	15.00
Sales/Revenue Analysis	12.00	8.00	-	-	20.00
Expenses/Expenditure Analysis	10.00	-	-	-	10.00
Other Rev/Exp Analysis	10.00	-	-	-	10.00
Proof & Clerical	20.00	-	-	-	20.00
Law and Regulations	10.00	-	-	-	10.00
Single Audit Procedures	70.00	65.00	35.00	10.00	180.00
Review 1st Principal	-	-	-	45.00	45.00
Review 2nd Principal	-	-	-	15.00	15.00
Review Details	-	25.00	60.00	15.00	100.00
	377.00	274.00	229.00	120.00	1,000.00

**Audit Approach (continued)**

Hours by Level for Annual Compilation of Sheriff's Collection of Property Taxes					
Description	Staff	Senior	Super/Mgr	Principals	Total
Planning, TOCs, JEs, Confirms, TB	4.00	3.00	2.00	1.00	10.00
TB/Financial Statements	4.00	8.00	3.00	-	15.00
Concluding	2.00	3.00	-	-	5.00
Client Meetings	1.00	1.00	1.00	-	3.00
Miscellaneous	1.00	1.00	-	-	2.00
Prop Tax Procedures	20.00	10.00	5.00	-	35.00
Review 1st Principal	-	-	-	8.00	8.00
Review 2nd Principal	-	-	-	2.00	2.00
Review Details	-	-	10.00	-	10.00
	32.00	26.00	21.00	11.00	90.00

Identification of Anticipated Potential Audit Problems

The government and standard-setting bodies are issuing guidance at an unprecedented pace. Crosslin is constantly receiving, reviewing, and searching for the latest authoritative literature, in part through its involvement with the AICPA's Government Audit Quality Center and the Government Finance Officers Association ("GFOA"), including GFOA's Special Review Committee. We routinely interface with our customers to ensure proper understanding and application of pronouncements, standards, interpretations, and addenda that arise. In addition, we expect to join LFUCG's personnel in relevant discussions to implement all new standards as they arise.

As part of our communication with management and the Council, we will communicate upcoming accounting pronouncements for your review. The following is a list of items that, to the extent material, will be items to consider during upcoming audits:

- **GASB Statement No. 100, Accounting Changes and Error Corrections**, required for fiscal periods beginning after June 15, 2023, in fiscal 2024. This Statement provides guidance on the accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.
- **GASB Statement No. 101, Compensated Absences**, required for fiscal periods beginning after December 15, 2023, in fiscal 2025. This Statement provides guidance on the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences.
- **GASB Statement No. 102, Certain Risk Disclosures** Effective Date: The requirements of this Statement are effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter. Earlier application is encouraged.



Timing

Timeline

We are fully committed and able to perform the audits within your timeline. Additionally, all audit activities will be performed in accordance with the deadlines prescribed by federal and state requirements. The following chart illustrates the timing of our audit activities for LFUCG for the year ending June 30, 2024. A similar schedule will be developed for the subsequent years' audits.

AUDIT TIMELINE		Upon Selection	June	July	August	September	October	November
Planning and Interim Procedures	Entrance conference with Financial Management and communicate audit plan with the Audit Committee							
	Financial Audit Planning and Internal Control Documentation							
	Conduct Internal Control and Process Testwork							
	Single Audit OMB Planning and Testwork							
Year-End Fieldwork	Update Planning from Results of Testwork							
	Year-End Audit Fieldwork Including Substantive Procedures							
	Update Management throughout the Audit regarding progress and any adjustments and findings							
Reporting	Provide drafts of any findings, related recommendations, and Management Letter							
	Review preliminary Draft Financial Statements and Notes (ACFR)							
	Issue final Financial Statements (ACFR)							
Communication	Communicate to the Audit Committee the results of the audit, Management Letter, and other matters							
Other	Complete Review of the Data Collection Form to be submitted to the Federal Audit Clearinghouse							

We confirm that we will deliver complete reports as described in the RFP by November 15, 2024 and each subsequent year thereafter.



Timing (continued)

Timeline

We are sensitive to the mandate with which LFUCG must comply regarding the issuance of the ACFR and other required financial statements and reports. Therefore, we commit to this schedule for completion of each segment of the audit within the timeline presented below:

Planning and Interim Procedures – June (Principals, Managers, Supervisor, Seniors, Staff - 250 hours)

- Entrance conferences with the management of each audit segment, LFUCG's financial management and the Council to discuss audit planning, timeline and performance schedule, accounting and reporting issues
- Review predecessor auditors' workpapers and prior year reports. Consider current year changes needed due to recent technical pronouncements and management's desires
- Perform analytical review procedures related to interim financial information
- Identify and document significant business and accounting processes, accounting cycles and applications and the related internal controls over these areas
- Follow up on the status of implementation of prior year's recommendations contained in the management letter
- Meet with key members of your information technology and business applications management to identify and review general and application controls
- Craft the audit management plan and detailed audit plan including development of specific audit programs
- Obtain and review permanent file information, Council and committee minutes and prepare lists of audit schedules to be prepared by LFUCG personnel
- Prepare confirmations and correspondence and conduct fraud inquiry meetings
- Determine major federal programs, document and conduct internal control and compliance testing for Uniform Guidance procedures
- Conduct test work on internal controls over the accounting processes, cycles and applications



Timing *(continued)*

Timeline

Progress Conferences – To be held throughout the audit process, no less than weekly

Year-End Fieldwork – August through October (Principals, Managers, Supervisors, Seniors, Staff - 610 hours)

- Conduct substantive procedures based on results of our internal control testing and in accordance with our audit plan
- Obtain and apply planned procedures to actuarial valuations for pension and OPEB plans

Reporting – October (Principals, Managers, Supervisors, Seniors, Staff - 150 hours)

- Provide drafts of any findings, related recommendations and management letter
- Review or provide preliminary draft financial statements and work with management to finalize ACFR
- Issue separate financial statements with opinion date no later than November 15.

Communication – November (Principals, Managers, Supervisors - 40 hours)

- Communicate to the Audit Committee/and Board of Commissioners the results of the audit, management letter and other matters

Other – November (Principal, Manager, Supervisor, Senior - 40 hours)

- Complete review of Data Collection Form



Assistance of LFUCG Staff and Availability of the Auditor

Assistance of LFUCG Staff

We understand that information in support of the audit will be prepared and available for our audit teams upon our arrival for fieldwork. We value the importance of the LFUCG Finance team and their time. We assure you that we will make maximum utilization of the resources and information that is available in planning the timing and extent of our audit procedures.

It is our understanding that LFUCG will be available for our on-site fieldwork as well as respond to any necessary follow-up questions through the audit report date. Additionally, we ask that LFUCG prepare standard schedules for the audit. We will provide a “prepared by client” listing to you. Through our planning procedures, we will know your account analyses and schedules well, and we will do our very best to ensure that you are not wasting any time in the preparations of these schedules.

Availability of the Auditor

Crosslin believes that continuous and candid communication is the key to a successful service engagement. We will meet with your financial leadership frequently beginning with our engagement planning immediately upon our appointment. While audit fieldwork is in process at interim and at final, we suggest status meetings no less frequently than every week to inform you of our audit progress. We will make management aware of any situations immediately. We are part of the solution, not the issue.

Our mutual goal should be to avoid problems and surprises to the extent possible. The best way to accomplish this is to develop a free flow of communication in both directions. As we have proven throughout our tenure with our current governmental clients, we are available to meet with you whenever a need may arise. We encourage the staff to contact us with issues and/or questions as soon as they come up so that we can address them immediately, which will help avoid problems and situations and keep the audit process moving towards completion.

Crosslin confirms that if engagement partners, managers, other supervisory staff, and specialists are changed or if those personnel leave the firm, are promoted, are assigned to another office, or are changed for any reason, Crosslin will ensure that the replacement has substantially the same or better qualifications or experience. We understand that LFUCG retains the right to approve or reject replacements.

“Since 2004, the Crosslin team has performed our annual financial audits. I commend them for their excellent service and professionalism. Team members have a broad knowledge of accounting principles and operations for academic institutions. We find them extremely helpful and are very pleased with the quality of their work.”

LaMel Bandy-Neal
Senior V.P. of Finance/CFO
Meharry Medical College



Engagement Fees

See the Cost Proposal.



Customer References

One of the best ways to evaluate the quality and responsiveness of our service is to speak with our customers. Following are a few customers whom we encourage you to contact.

Ms. Jennifer Pedginski

Assistant Finance Director
Metropolitan Government of Nashville
and Davidson County
700 2nd Avenue South, Suite 310
Nashville, Tennessee 37210
615.880.1702
jennifer.pedginski@nashville.gov

Mr. Edward W. Oliphant

Chief Financial Officer
Metropolitan Transit Authority (WeGo Public Transit)
130 Nestor Street
Nashville, Tennessee 37210
615.862.6129
ed.oliphant@nashville.gov

Ms. Laurie Matta

Chief Financial Officer
City of Clarksville, Tennessee
One Public Square, Suite 300
Clarksville, Tennessee 37040
931.645.7437
laurie.matta@cityofclarksville.com

Ms. Kristine Brock

ACA Finance & Administration/CFO
City of Franklin
109 3rd Avenue South
Franklin, Tennessee 37064
615.690.6691
kristine.brock@franklintn.gov

Mr. Robert Holt

Director of Finance
City of Gatlinburg, Tennessee
1230 East Parkway
Gatlinburg, TN 37738
865.436.1403
RobertH@gatlinburgtn.gov

Ms. Heidi Runion

Director of Finance and Administration
Convention Center Authority of Metropolitan
Nashville
201 Fifth Avenue South
Nashville, Tennessee 37203
615.401.1430
heidi.runion@nashvillemcc.com

Appendix A

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2024

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 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 Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C, No, Ext): 800-301-8814 FAX (A/C, No): 913-652-7599 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Sentinel Insurance Company, Ltd.</td><td>11000</td></tr><tr><td>INSURER B: Hartford Insurance Company of Illinois</td><td>38288</td></tr><tr><td>INSURER C: Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Sentinel Insurance Company, Ltd.	11000	INSURER B: Hartford Insurance Company of Illinois	38288	INSURER C: Twin City Fire Insurance Company	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Crosslin, PLLC 3803 Bedford Ave Suite 201 Nashville TN 37215															

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			37SBABF0960-04	03/07/2024	03/07/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			37SBABF0960-04	03/07/2024	03/07/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			37SBABF0960-04	03/07/2024	03/07/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		37WECAG0TNR-04	03/07/2024	03/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime Liability Claims Made Policy			37KB0270109-23	06/08/2023	06/08/2024	Each Claim \$1,000,000 Aggregate \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, Waiver of Subrogation, and 30 day notice of cancellation available upon endorsement a with required contract.

Location 101 Address: 3803 Bedford Ave Ste 103, Nashville, TN 37215
Location 201 Address: 38 West Arch Street, Madisonville, KY 42431
Location 301 Address: 318 East Main Street Floor 2, Lexington, KY 40507

CERTIFICATE HOLDER Proof of Coverage 2732728	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
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ACORD 25 (2014/01)

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2732728



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2024

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 Montgomery & Associates 1730 General George Patton Dr., Suite 208 Brentwood TN 37027	CONTACT NAME: Dale Payne PHONE (A/C, No, Ext): 615-829-8457 E-MAIL ADDRESS: dpayne@montgomeryfsb.com FAX (A/C, No): 615-831-3322
INSURED Crosslin PLLC 3803 BEDFORD AVE Unit 103 NASHVILLE TN 37215-2566	INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Speciality Ins Co INSURER B: Beazley Insurance Company Incorporated INSURER C: INSURER D: INSURER E: INSURER F:

License#: 5394
CROSPLL-01NAIC #
37540**COVERAGES****CERTIFICATE NUMBER:** 1395484644**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 CERTIFICATION 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Professional Liability Media, Tech, Data-Cyber Liability			CE23APLZ030QTIV WG00005816AC	9/22/2023 9/8/2023	9/22/2024 9/8/2024	Professional Liab Network Liability 5,000,000 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Crosslin Certified Public Accountants 3808 Bedford Ave Suite 103 Nashville TN 37215	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
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Appendix B

Required Forms



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #14-2024 Audit of Financial Statements** 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 **March 26, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature



Date

SELECTION CRITERIA:

Selection Criteria.

Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.(Includes Mandatory Elements & Technical Quality(2.b) items listed in RFP Section VII)	25
Capacity of the person or firm to perform the work, including any specialized services, within the time limitations	25
Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.(Includes Technical Quality(2.a & 2.c) items listed in RFP Section VII)	10
Familiarity with the details of the project	20
Degree of local employment to be provided by the person or firm	5
Estimated cost of services	15

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, John H. Crosslin, Co-Managing Principal, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is John H. Crosslin and he/she is the individual submitting the proposal or is the authorized representative of Crosslin, PLLC, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

John H. Crosslin

STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was subscribed, sworn to and acknowledged before me

by John H. Crosslin on this the 9th day
of April, 2024.

My Commission expires: October 4, 2027

Pam Dozier Lineweaver
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

Crosslin, PLLC

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Crosslin, PLLC

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		6	2													6	2
Professionals		28	11											1		28	12
Superintendents																	
Supervisors			1														1
Foremen																	
Technicians		5														5	
Protective																	
Para-																	
Office/Clerical		3	6			1										4	6
Skilled Craft																	
Service/Maintena																	
Total:		42	20			1								1		43	21

Prepared by: John H. Crosslin Date: 4, 9, 24
(Name and Title)

Revised 2015-Dec-15

Crosslin is also committed to hiring and employing our veterans. A summary of our team members is below:

Veteran Status	Males	Females	Total
Yes	6	0	6
No	36	20	56
National Guard	1	0	1
Basic Training-Medically Discharged	0	1	1
Total	43	21	64

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Crosslin, PLLC

Complete Address: 318 E. Main Street, Second Floor, Lexington, Kentucky 40507 and
3803 Bedford Avenue, Suite 201, Nashville, Tennessee 37215
Street City Zip

Contact Name: John H. Crosslin Title: Audit Partner and Co-Managing Principal

Telephone Number: (615) 320-5500 Fax Number: (615) 329-9465

Email address: John.Crosslin@crosslinpc.com

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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 defined 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. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
* LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
* Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
* Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
* Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
* Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
* Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
* National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
* Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

*Crosslin contacted either through email or phone call to try to obtain a list of MBE, WBE, and DBE certified businesses. Crosslin contracted various Kentucky firms and only one firm, Peer House, LLC, returned our emails and phone calls and agreed to participate as of WBE partner at a 10% level.



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 14-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Peer House, LLC Ozlem Davis 3320 Clays Mills Rd., Ste. 113 Lexington, KY 40503 (859) 200-9034 odavis@peerhousecpa.com	WBE	External Audit Services	\$17,850	10%
2.				
3.				
4.				

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

Crosslin, PLLC
Company

April 9, 2024
Date

John H. Crosslin, CPA
Company Representative

Co-Managing Principal
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 14-2024

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 Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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

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

Crosslin, PLLC
Company

April 9, 2024
Date

John H. Crosslin, CPA
Company Representative

Co-Managing Principal
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 14-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Peer House, LLC	Contact Person John H. Crosslin, CPA
Address/Phone/Email 318 E. Main Street 2nd Floor Lexington, KY 40507 (859) 254-4428 3803 Bedford Avenue, Suite 201 Nashville, TN 3215 (615) 320-5500 john.crosslin@crosslinpc.com	Bid Package / Bid Date 14-2024 April 9, 2024

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Peer House, LLC 3320 Clays Mills Rd. Ste. 113 Lexington, KY 40503	Ozlem Davis	(859) 200-9034 odavis@peerhousecpa.com	3/20/2024 3/27/2024	External Audit Services	Phone and email	\$17,850	Female	N/A

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/
NA= Native American)

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

Crosslin, PLLC
Company

April 9, 2024
Date

John H. Crosslin, CPA
Company Representative

Co-Managing Principal
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT *

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 14-2024

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Crosslin, PLLC

Company

April 9, 2024

Date

John H. Crosslin, CPA

Company Representative

Co-Managing Principal

Title

*Crosslin will use this report for the monthly payment report, if selected as the external auditors.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 14-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

 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 MWDBE firms and Veteran-Owned businesses to participate.

 Included documentation of advertising in the above publications with the bidders good faith efforts package

 Attended LFUCG Procurement Economic Inclusion Outreach event

 Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

 Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

 X Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

 X Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

 Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

 X Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

 X Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

 Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business’s quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

 X Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

 X Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation. *See the note on the listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Business firms.

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

Crosslin, PLLC

Company
April 9, 2024

Date

John H. Crosslin, CPA

Company Representative
Co-Managing Principal

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety 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

4-9-24

 Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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



***Lexington-Fayette Urban County Government
Proposal to Provide External Auditing Services
RFP# 14-2024***

Cost Proposal

April 9, 2024



CROSSLIN
CERTIFIED PUBLIC ACCOUNTANTS





RFP #14-2024 Cost Proposal

Name of Firm: Crosslin, PLLC

Certification: John H. Crosslin, CPA, MBA is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with LFUCG.

Engagement Fees: At Crosslin, we share with our customers a desire for professional fees to be commensurate with the value delivered. Through our people, commitment and drive, we strive to ensure that this equation is always balanced. We seek not to be the lowest-cost provider in the markets we serve, but rather to provide services that offer compelling value to our customers. We believe that the fees proposed are competitive for comparable services. The all-inclusive maximum price for the fiscal year 2024 engagement and each subsequent year thereafter for the duration of the six year agreement is as follows:

Fiscal Year	Lexington-Fayette Urban County Government	Operational Services for Annual Compilation of Sheriff's Collection of Property Taxes	Total
2024	\$178,000	\$ 9,250	\$187,250
2025	\$181,000	\$ 9,500	\$190,500
2026	\$184,000	\$ 9,750	\$193,050
2027	\$187,000	\$10,000	\$197,000
2028	\$190,000	\$10,250	\$200,250
2029	\$193,000	\$10,500	\$203,500

The previously mentioned fees are FIXED unless LFUCG's activities result in changes which increase the scope of our engagement(s). In those circumstances, we would review the complexities and scope of the change (e.g., formation of entities, major structure changes, significant changes in controls processes, significant GASB pronouncements, etc.) and obtain your approval of the fee increase. The increase would correspond to the hourly rates and fees quoted previously. At this time, we do not expect any changes from the above fixed fees.

All administrative, online confirmation costs, and technology costs are included in this quotation as are all out-of-pocket expenses.



RFP #14-2024 Cost Proposal (continued)

Hours and Fee by Level for LFUCG					
Description	Staff	Senior	Super/Mgr	Principals	Total
Planning, TOCs, JEs, Confirms, TB	70.00	45.00	30.00	15.00	160.00
TB/Financial Statements	10.00	45.00	70.00	10.00	135.00
Concluding	3.00	12.00	5.00	5.00	25.00
Client Meetings	3.00	10.00	7.00	5.00	25.00
Miscellaneous	4.00	4.00	2.00	-	10.00
Cash	15.00	-	-	-	15.00
Investments	10.00	15.00	5.00	-	30.00
Accounts Receivable	15.00	5.00	5.00	-	25.00
Inventory	10.00	-	-	-	10.00
Prepaid Expenses & Other Assets	5.00	-	-	-	5.00
PP&E	25.00	15.00	5.00	-	45.00
Debt	20.00	5.00	-	-	25.00
Accounts Payable	15.00	-	-	-	15.00
Pension & OPEB	15.00	10.00	-	-	25.00
Accrued Liabilities	15.00	-	-	-	15.00
Deferred Revenue	10.00	-	-	-	10.00
Equity	-	10.00	5.00	-	15.00
Sales/Revenue Analysis	12.00	8.00	-	-	20.00
Expenses/Expenditure Analysis	10.00	-	-	-	10.00
Other Rev/Exp Analysis	10.00	-	-	-	10.00
Proof & Clerical	20.00	-	-	-	20.00
Law and Regulations	10.00	-	-	-	10.00
Single Audit Procedures	70.00	65.00	35.00	10.00	180.00
Review 1st Principal	-	-	-	45.00	45.00
Review 2nd Principal	-	-	-	15.00	15.00
Review Details	-	25.00	60.00	15.00	100.00
	377.00	274.00	229.00	120.00	1,000.00
Crosslin Standard Billing Rates	\$ 115.00	\$ 150.00	\$ 235.00	\$ 350.00	
Sub-Total Fee by Level	\$ 43,355.00	\$ 41,100.00	\$ 53,815.00	\$ 42,000.00	\$ 180,270.00
Courtesy Discount	\$ (567.00)	\$ (567.00)	\$ (568.00)	\$ (568.00)	\$ (2,270.00)
Total Propsed Fee for FY 2024	\$ 42,788.00	\$ 40,533.00	\$ 53,247.00	\$ 41,432.00	\$ 178,000.00



RFP #14-2024 Cost Proposal (continued)

Hours and Fee by Level for Annual Compilation of Sheriff's Collection of Property Taxes					
Description	Staff	Senior	Super/Mgr	Principals	Total
Planning, TOCs, JEs, Confirms, TB	4.00	3.00	2.00	1.00	10.00
TB/Financial Statements	4.00	8.00	3.00	-	15.00
Concluding	2.00	3.00	-	-	5.00
Client Meetings	1.00	1.00	1.00	-	3.00
Miscellaneous	1.00	1.00	-	-	2.00
Prop Tax Procedures	20.00	10.00	5.00	-	35.00
Review 1st Principal	-	-	-	8.00	8.00
Review 2nd Principal	-	-	-	2.00	2.00
Review Details	-	-	10.00	-	10.00
	32.00	26.00	21.00	11.00	90.00
80% of Standard Billing Rates	\$ 92.00	\$ 120.00	\$ 188.00	\$ 280.00	
Sub-Total Fee by Level	\$ 2,944.00	\$ 3,120.00	\$ 3,948.00	\$ 3,080.00	\$ 13,092.00
Courtesy Discount	\$ (960.00)	\$ (960.00)	\$ (961.00)	\$ (961.00)	\$ (3,842.00)
Total Proposed Fee for FY 2024	\$ 1,984.00	\$ 2,160.00	\$ 2,987.00	\$ 2,119.00	\$ 9,250.00

Unanticipated Services

If an unanticipated need arises, the Crosslin team agrees to perform the additional work at an agreed-upon price before the service is provided. This service will be billed separately to LFUCG, as part of a change order or as separate services, and will be payable upon mutually agreeable terms. We agree to bill these services at a maximum of 80% of our standard rates.

Our current standard hourly rates are as follows:

Crosslin Standard Billing Rates		LFUCG's Rates
Principals	\$350	\$280
Supervisors/Managers	\$235	\$188
Seniors	\$150	\$120
Team Members	\$115	\$92



RFP #14-2024 Cost Proposal (continued)

Unanticipated Services

If an unanticipated need arises, the Crosslin team agrees to perform the additional work at an agreed-upon price before the service is provided. This service will be billed separately to LFUCG, as part of a change order or as separate services, and will be payable upon mutually agreeable terms. We agree to bill these services at a maximum of 80% of our standard rates.

Our current standard hourly rates are as follows:

Crosslin Standard Billing Rates		LFUCG's Rates
Principals	\$350	\$280
Supervisors/Managers	\$235	\$188
Seniors	\$150	\$120
Team Members	\$115	\$92

Service Guarantee

We are fully committed to our pledge of outstanding customer service. Our work for LFUCG is guaranteed to your satisfaction. If you are anything less than satisfied with the services performed by your engagement team, we will do whatever is necessary to make you satisfied. We value your business, and we look forward to working with you to achieve your financial objectives.

We would bill our fees in four equal invoices once the audit begins. We understand that ten percent (10%) will be withheld from each billing pending delivery of Crosslin's final reports.

These quotations are based on the following assumptions:

- Your accounting team will prepare schedules, documents, and analyses and provide us with supporting documents as requested, as well as be available to assist us. We do not expect this involvement to be greater than it currently is.
- You will not make significant changes in your internal accounting controls, accounting systems, key personnel, or organizational structure.

Upon the conclusion of our work, we will meet with management and the Council to present the financial statements and related reports, our management letter, if applicable, and any other items which they wish to discuss. There will be no additional fees for meeting with the Council or other appropriate persons based on your recommendation.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 23, 2024

LFUCG
200 E MAIN ST
LEXINGTON KY 40507

Account Information:

Policy Holder Details :	CROSSLIN TECHNOLOGIES, LLC
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2024

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 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 LOCKTON AFFINITY LLC 37277353 P O BOX 410679 KANSAS CITY MO 64141	CONTACT NAME:		
	PHONE (913) 652-7500 (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
	NAIC#		
INSURED CROSSLIN PLLC 3803 BEDFORD AVE STE 201 NASHVILLE TN 37215-2566	INSURER A: Sentinel Insurance Company Ltd.		11000
	INSURER B: Hartford Fire and Its P&C Affiliates		00914
	INSURER C:		
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			37 SBA BF0960	03/07/2024	03/07/2025	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			37 SBA BF0960	03/07/2024	03/07/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	37 SBA BF0960	03/07/2024	03/07/2025	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			37 WEC AG0TNR	03/07/2024	03/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			37 SBA BF0960	03/07/2024	03/07/2025	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

LFUCG
200 E MAIN ST
LEXINGTON KY 40507

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

Susan L. Castaneda

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RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING CROSSLIN, PLLC, TO CONDUCT A FINANCIAL AUDIT OF ALL LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FUNDS FOR FISCAL YEAR 2024 FOR AN AMOUNT NOT TO EXCEED \$187,250.00 (FY2025), AND AUTHORIZING AND DIRECTING THE MAYOR OR THE COMMISSIONER OF FINANCE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LETTER AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS WITH CROSSLIN, PLLC RELATED TO THE AUDIT.

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

Section 1 - That Crosslin, PLLC, be and hereby is authorized to conduct a financial audit of all Lexington-Fayette Urban County Government Funds for Fiscal Year 2024 for an amount not to exceed \$187,250.00 (FY2024), and the Mayor or the Commissioner of Finance, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Letter Agreement, which is attached hereto and incorporated herein by reference, and any other necessary documents with Crosslin, PLLC related to the audit.

Section 2 - That an amount, not to exceed the sum of \$187,250.00 (FY2025) be and hereby is approved for payment to Crosslin, PLLC from accounts # 1101-202101-2011-71202 (\$101,000.00); # 1115-202101-2011-71202 (\$19,000.00); # 4002-202101-2011-71202 (\$38,000.00); # 4121-202101-2011-71202 (\$13,000.00); # 4022-202101-2011-71202 (\$1,000.00); # 4051-202101-2011-71202 (\$6,000.00); # 1101-202101-2011-71201 (\$4,750.00); and # 1115-202101-2011-71201 (\$4,500.00), pursuant to the terms of the Agreement and subject to these funds being included in the FY2025 budget as adopted by the Urban County Council.

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

0581-24:EPT_4891-3378-1445, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0582-24

File ID: 0582-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 06/03/2024

File Name: 24-0037 Create Positions- FY24

Final Action:

Title: Authorization to amend the classified civil service authorized strength by creating one (1) classified civil service position of Program Specialist (Grade 514N) and creating one (1) classified civil service position of Community Outreach Program Manager (Grade 522E) in the Division of Environmental Services. This action was approved by the FY 2024 budget process. (L0582-24) (George/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: 24-0037, From To 24.0037, Ord 582-24 Create Program Specialist and Community Outreach Program Manager 4892-0401-5301 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0582-24

Title

Authorization to amend the classified civil service authorized strength by creating one (1) classified civil service position of Program Specialist (Grade 514N) and creating one (1) classified civil service position of Community Outreach Program Manager (Grade 522E) in the Division of Environmental Services. This action was approved by the FY 2024 budget process. (L0582-24) (George/Hamilton)

Summary

Authorization to amend the classified civil service authorized strength by creating one (1) classified civil service position of Program Specialist (Grade 514N) and creating one (1) classified civil service position of Community Outreach Program Manager (Grade 522E) in the Division of Environmental Services. This action was approved by the FY 2024 budget

process. (L0582-24) (George/Hamilton)

Budgetary Implications: NA

Advance Document Review:

Law: {Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance:



M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: May 29, 2024

RE: Create Positions - FY 2024 Budget

The attached action amends the classified civil service authorized strength by creating one (1) classified civil service position of Program Specialist (Grade 514N) and creating one (1) classified civil service position of Community Outreach Program Manager (Grade 522E) in the Division of Environmental Services.

This action was approved in the FY 2024 budget process.

File Number: 0582 . 24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton 859-258-3037.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 5/28/24

Classified Civil Service

Changes From:

Changes To:

Div.	No.	Class	Pay		Prog.		Hourly or Bi-weekly	Div.	No.	Class	Pay		Prog.		Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Employee Name	Salary	Line #	Pos.	Code	Grade	Position Title	#	Employee Name	Salary
Division of Environmental Services (390)								Division of Environmental Services (390)							
----	----	----	----	----	----	----	----	390.046	1	108	514N	Program Specialist	----	----	----
----	----	----	----	----	----	----	----	390.026	1	TBD	522E	Community Outreach Program Manager	----	----	----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF PROGRAM SPECIALIST, GRADE 514N, AND CREATING ONE (1) CLASSIFIED POSITION OF COMMUNITY OUTREACH PROGRAM MANAGER, GRADE 522E, ALL IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 –That the following subsection line numbers in the classified civil service authorized strength be and hereby are created to read as follows:

390.046	1	108	514N	Program Specialist
390.026	1	TBD	522E	Community Outreach Program Manager

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0582-24:GET:4892-0401-5301, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0583-24

File ID: 0583-24

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Emergency
Management-911

File Created: 06/03/2024

File Name: Nelson Systems Inc Logging Recorder

Final Action:

Title: Authorization to execute an agreement with Nelson Systems, Inc., pursuant to RFP No. 28-2024, for an Eventide Logging Recorder, including two years of paid maintenance, at a cost of \$268,350.21. Funds are budgeted. (L0583-24) (Patton/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Memo - Nelson Systems Bluesheet_05312024,
Nelson Systems, RFP Pkg 28-2024, W9 FORM, coi
liability Form 20240529-155458, coi liability

Enactment Number:

Deed #:

Hearing Date:

Drafter: Jennifer Cottle

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0583-24

Title

Authorization to execute an agreement with Nelson Systems, Inc., pursuant to RFP No. 28-2024, for an Eventide Logging Recorder, including two years of paid maintenance, at a cost of \$268,350.21. Funds are budgeted. (L0583-24) (Patton/Armstrong)

Summary

Authorization to execute an agreement with Nelson Systems, Inc., pursuant to RFP No. 28-2024, for an Eventide Logging Recorder, including two years of paid maintenance, at a cost of \$268,350.21. Funds are budgeted. (L0583-24) (Patton/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select No - RFP Process, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-505601-0001-96201 with \$236,500
4204-505602-5622-76102 with \$31,850.21

This Fiscal Year Impact: \$268,350.21

Annual Impact: First 2 years of maintenance are included in FY24 cost.

Project:

Activity:

Budget Reference:

Current Balance: 1101-505601-0001-96201 - \$236,500.00 pre-encumbered
4204-505602-5622-76102 - \$31,850.21 pre-encumbered



5/31/2024

TO: Mayor Linda Gorton
Urban County Councilmembers

FROM: Jonelle Patton, Director
Lexington Enhanced 911

RE: Nelson Systems – Eventide Logging Recorder

Request:

The Division of Enhanced 911 is requesting authorization for the Mayor to sign an agreement with Nelson Systems for an Eventide Logging Recorder.

Why are you requesting?

A competitive bid process initiated by Enhanced 911 early this year to acquire a new logging recorder system for use by all public safety divisions has resulted in the selection of a new vendor. Nelson Systems has proposed deployment of an Eventide logging recorder solution to integrate with the current 911 call handling system, LFUCG Avaya administrative phone system and the public safety P25 radio system for logging all conversations that occur on those systems related to public safety response. This solution will be utilized by E911, Police, Fire, DEM and LexCall/LexServ and representatives from each division served on the selection committee. Enhanced 911 requests authorization from council for the mayor to sign an agreement authorizing the purchase of this solution and a maintenance contract for the initial 3-year term.

What are the costs in this budget year and future budget years?

\$268,350.21 in FY24 which will cover the initial installation, end user training, warranty and 2 years of prepaid maintenance with 24/7 response.

Are the funds budgeted?

Yes, FY24/25 cost of \$268,350.21 is funded by a fund reallocation in early 2024, reference 1101-505601-0001-96201, for which E911 received \$236,500 for the purchase of a logging recorder solution along with \$31,850.21 of the difference in funds already in E911's annual budget for recurring maintenance on a logging recorder solution, reference 4204-505602-5622-76102.

File Number: 583-24



xc: Ken Armstrong, Commissioner



Nelson Systems

I N C O R P O R A T E D



NexLog

COMMUNICATIONS RECORDING SOLUTIONS



Prepared For:

Lexington-Fayette Urban County Government

RFP #28-2024 Logging Recorder for E911

Submitted by: Jacob Jiles

The screenshot displays the NexLog software interface. At the top, there's a menu bar with options like File, Edit, Tools, Playback, View, and Help. Below this is a search bar and a 'Filters (1)' button. The main area is divided into several sections:

- Calendar View:** Shows a calendar for April 2020, with a date range from 07:00:00 to 08:20:00 selected.
- Resources:** A list of resources including 'CO PD Phone 1', 'CO PD Phone 2', 'TG_PD1', and 'TG_PD2'.
- Geo-Fence:** A map view showing a geographical area with a red pin indicating a location.
- Call Log Table:** A table listing recorded calls with columns for Source Name, Channel Name, Start Time, Duration, Radio Id, Radio Alias, Caller Id, Location, Cad Incident Id, Cad Incident T..., Note, Protected, Has Note, and Flag. The table shows multiple entries for 'CO PD Phone 2' and 'TG_PD1'.
- Audio Playback:** A section at the bottom showing audio waveforms for 'CO PD Phone 1', 'CO PD Phone 2', 'TG_PD1', and 'TG_PD2'. It includes volume and speed controls and a play button.

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Company Introduction

Eventide was founded in 1971 and headquartered in Little Ferry, NJ, Eventide developed the first digital logging recorder in 1989. Eventide's NexLog Communications Recorders and software are designed to meet the specialized needs of public safety and other mission critical communication users. Thousands of Eventide systems for Public Safety & Security Recording have been installed in over 50 countries for Police Agencies, Fire Departments, Ambulance Services, 9-1-1 Communication Centers, Hospitals, Transportation Networks, Airlines, Air Traffic Control Centers, Utilities, Oil & Gas Facilities, Mining Facilities, Government Agencies, and National Defense. We fully meet our customers' needs for Safety & Security Recording through outstanding system reliability, extensive compatibility with communication systems, and continuous product innovation.

- **30 Years of experience building and supporting Communication Loggers**
- **7,000+ systems deployed around the world**
- **Focused on Mission Critical telephone and radio communication recording**
- **2,600 PSAPs, ATC for 60 countries, US Department of Defense, Manufacturing, Healthcare, Airlines, Airports, Transit, Higher Education, and Research Centers**
- **Designed and manufactured in Little Ferry, NJ**
- **No overseas developers or support personnel.**
- **Member of NENA Next Generation 911 Committee**

Nelson Systems, Inc. (NSI) has been in business since 1989 and is Eventide's largest support partner in the US. Based in Springfield, IL, we have sold and supported hundreds of Eventide deployments throughout the US. We specialize in mission critical voice and data applications. Centralized call tracking, Remote monitoring, guaranteed response times, and 24-hour support have been standards at NSI since 1989. We owe our success over the last 30 years to the mutually rewarding partnerships formed with our customers, suppliers, and employees. We are proud to say that as of 2024, Nelson Systems is the Recording vendor of choice for over 550 emergency call-taking facilities throughout the Central United States. Our staff has extensive knowledge and experience working on P25 deployments and various other installations that require complex third-party integrations.

Company name and address.

- Nelson Systems Incorporated
- 536 Bruns Lane - Unit 3, Springfield IL 62702

Company location.

- We are Headquartered in Springfield Illinois with service technicians located strategically throughout our covered geographical area.

Company web page.

- www.nelsonsystems.com

Company sales representative name, phone, and email.

- Jacob Jiles, (309)307-7105, jjiles@nelsonsystems.com

Is Nelson Systems a public or private company?

- Nelson Systems is a Privately owned company.

How many years has the company been in business?

- Nelson Systems has been operating since 1989.

Has Nelson Systems ever been terminated from a project prior to its completion, or been involved in legal proceedings because of services rendered?

- No

What sets Nelson Systems apart from other service providers in our ability to provide a long-term, stable solution?

- Nelson Systems, Inc. has been in business since 1989 and specializes in mission critical recorders. Unlike many other solution providers, recording is all we do, and we take our obligation to provide an easy to use extremely stable solution seriously.
- Eventide Inc has certified Nelson Systems, as a fully authorized and supported Eventide Factory trained sales and service center. We are the only company in the Midwest to earn this certification. We have also earned the Eventide Top Dealer certification, which is the highest awarded by Eventide.

- Nelson Systems has a direct line of communication with Eventide. We receive access to new products, features, and training months before it is released to end users / noncertified Eventide dealers/ service providers.
- Nelson Systems, Inc. is the only Manufacturer backed Eventide dealer and support provider actively working in the region where these proposed solutions are to be installed.
- Nelson Systems, Inc. has decades of experience and training with Eventide. Our Factory trained personnel can quickly identify and solve problems without any guesswork. We offer a level of service that cannot be matched by any other dealer operating within the region.

How many implementations does Nelson Systems have?

- We have over 500 systems in active production across the Midwest, with several new installs taking place every week.

What Sets Eventide apart as a superior Logging Manufacturer and developer?

- Eventide was founded in 1971 and invented the first digital logging recorder on the market in 1989. With many generations of recorders under their belt and entire government agencies standardized on them, they are regarded as the premier manufacturer for mission critical recording systems.
- Eventide leads the United States market with over 50% of all 9-1-1 PSAP's in America operating their equipment.

What Sets the Eventide DX-Series product line apart from other logging solutions on the marker?

- The NexLog DX-Series of IP-based communications recording solutions are specifically designed for Mission Critical 24/7 operation in dispatch, emergency call-taking, air traffic management, and other important communications environments.
- Eventide provides more 3rd party Integrations than any other logging manufacturer.
- Eventide is the only manufacturer utilizing Linux as their OS for mission-critical applications.

END OF SECTION

Executive Summary

Nelson Systems and AMK Services are pleased to propose to LFUCG a new redundant full-featured geo-diverse NG911 recording solution. This proposal reflects the experienced technical team of Nelson Systems and AMK Services. With decades of combined experience, our two organizations are highly optimized to meet the growing demands of a fully configured next generation enabled 9-1-1 center.

AMK Services has come on board with Nelson Systems in an effort to supply additional after-sales service and support to the local users of this proposed system. AMK Services is a well-known and trusted dealer and support provider of L3Hariss and TAIT Communications products. With a local office in Lexington Kentucky operating as a service center, AMK Services is uniquely positioned to offer an exceptional level of after sales service and support for your new Eventide recording systems.

The proposed NexLog740 DX-Series solution in this response meets and exceeds the minimum requirements stated in the Sealed Bid request. Nelson Systems and AMK Services are proposing a redundant 2 logger geo-diverse recording solution.

The proposed NexLog740 DX-Series solution is a flagship product from Eventide. The NexLog DX-Series family of products is built on a Debian 11 Linux kernel that has been stripped down to use only the portions of the kernel needed for the capture, storage, and replay of audio and related metadata. Eventide customers are not asked to purchase new versions of the operating system every X number of years nor to continually patch the system. Additionally, all Eventide products are completely “next gen” compliant, adhering to all present NENA i3 standards.

END OF SECTION

Nelson Systems Personnel

Tad Johnson - NSI	
Job Title:	Project Manager / Service Manager
# of years in current position:	23
Certifications & Licenses:	Microsoft Certified Professional, A+, Eventide Certified
Training & Memberships	Extensive project management, customer service, and technical training
Key Work Experience	Dates
20+ years' experience working with customers as small as a single individual to international companies with tens of thousands of employees. Two decades of experience installing, supporting, and managing recording systems in mission critical environments, many of which utilized P25 integrated systems.	1999-Current

Brian Brammeier - NSI	
Job Title:	Trainer / Field Technician
# of years in current position:	16
Certifications & Licenses:	Microsoft Certified Professional, A+, Eventide certified
Training & Memberships	Extensive project management, customer service, and technical training
Key Work Experience	Dates
15+ years' experience working with customers as small as a single individual to international companies with tens of thousands of employees. More than a decade of experience installing, supporting, training, and managing recording systems in mission-critical environments.	2006-Current

J. Luis Rawe - NSI	
Job Title:	Field Technician
# of years in current position:	15
Certifications & Licenses:	Eventide Certified
Training & Memberships	Extensive project management, customer service, and technical training
Key Work Experience	Dates
10+ years' experience working with customers as small as a single individual to international companies with tens of thousands of employees. More than a decade of experience installing, supporting, training, and managing recording systems in mission critical environments.	2007-Current

Jacob Jiles - NSI	
Job Title:	Account Manager
# of years in current position:	3.5
Certifications & Licenses:	Eventide certified
Training & Memberships	Information Systems degree with formal training in project management and public speaking
Key Work Experience	Dates
3 years' experience working as a Cisco VoIP Analyst for a fortune 500 company.	2016-2018
Secured and expanded a Statewide contract for Illinois Law enforcement interview recording	2018- current

AMK Services Personnel



ROBERT SWANIGAN

REGIONAL SERVICE MANAGER

EMPLOYER

AMK SERVICES

2020 - present

GEORGETOWN, KY POLICE DEPT

1990 - 2020

SKILLS

Radio System Management
IT Infrastructure Management
IT Systems Administration
Law Enforcement
Staff Management

CONTACT



2464 Palumbo Dr
Lexington, KY 40509



swaniganr@amk-services.com

EDUCATION

Graduate of the 251st session of
the FBI National Academy – 2012
ACE – (Access Data Certified
Examiner) 2010 - 2015

WORK EXPERIENCE

Regional Service Manager | AMK Services

Responsible for handling service solutions and monitoring the staff's performance in providing the highest quality services for customers within their designated areas.

Assistant Chief of Police and Captain | Georgetown, KY Police Dept

Responsible for all aspects of the patrol function including the response of officers to over 34,000 calls for service per year. This position included the supervision of 3 Lieutenants, 7 Sergeants, and 33 Officers. Responsible for all internal investigations for the Georgetown Police Department. Review all Use of Force Reports and citizen complaints against police officers. Conduct administrative investigations of police conduct. Accountable for all aspects of initial response and investigation to all crimes and traffic activities within our jurisdiction. Responsible for patrol section and the following specialized units: Traffic Unit, Bike Patrol, Canine, Special Response Team, Alcohol Compliance/Education Section, School Resource Officer, Crisis Intervention Team, Code Enforcement, Drug Court, Honor Guard, Citizens Police Academy and Community Services Section. Responsible for staffing patrol personnel, all special events, parades, festivals, and community events.

Captain | Georgetown, KY Police Dept

Same essential duties and responsibilities as Assistant Chief position above.

Lieutenant | Georgetown, KY Police Dept

Responsible for two patrol squads and all patrol functions. Supervised 2 Sergeants and 12 Officers. Responsible for all Information Technology in the police department which included over 100 mobile data terminals and over 30 workstations.

Sergeant | Georgetown, KY Police Dept

Responsible for all first line supervision for a patrol squad of officers. Evaluated reports and coordinated with officers to gather all information on cases. Conducted interviews with all eyewitnesses and suspects to efficiently resolve cases.



JOHN COOKSEY

SYSTEM/LEAD TECHNICIAN

EMPLOYER

AMK SERVICES
2021 - present

ABCO SECURITY
2019 - 2021

MADISON COUNTY SCHOOLS
2018 - 2019

SKILLS

Network Auditing
Network & Computer Hardening
Low Voltage Systems
Network Traffic Analysis
TCP/IP and OSI
PLCs & Constructing Programs
Operating Systems
LAN
Network Support & Firewalls

CONTACT

📍 2464 Palumbo Dr
Lexington, KY 40509

✉️ cookseyj@amk-services.com

EDUCATION

Eastern Kentucky University
BA Network Security & Electronics
Class of 2019

WORK EXPERIENCE

AMK Services Project Experience

Madison County Youth Center, IN - Designed and installed large camera system.

DOE Paducah, KY - Programmed and installed radios, Installed new L3Harris radio site.

Large Energy Company - Performed pre-scale mobile installs.

Northern Kentucky University - Dispatch console move, installed new combiner and antennas.

East Kentucky Power Cooperative - Programmed and installed radios, Troubleshooting system wide interference issues.

Louisville Gas & Electric/KU, KY - Programmed and installed radios.

Other Energy Company and Public Safety Projects - L3Harris and Tait radio programming, Setup, programming, and installation of a Tait DMR radio site, Programming of L3Harris Master V equipment, Radio site Grounding, Interop radio setup, Antenna installs, BDA Installs, DAQ testing, Installation of network and RF cabling.

Abco Security | Install Technician

- Install and program access control systems in commercial settings
- using services and hardware from RBH and Infinias
- Install wireless mesh networks in hospitals for mobile cameras
- Install IP cameras in commercial settings with several different network architectures
- Improve systems by extending the network wirelessly to remote locations using Ubiquiti products
- Install hardware using knowledge of low voltage electronics and network architecture to improve functionality
- Install cabling in commercial settings
- Trained in fiber splicing

Madison County Schools | Technology Intern

- Supported thousands of PCs, phones, projectors, printers, and other related hardware across 22 schools
- Installed access points, UPSs, and managed network related issues
- Improved organization of computer hardware/software
- deployment via Active Directory
- Tested and programmed network switches within schools

References

Nelson Systems has customers all throughout the Midwest ranging from PSAP's servicing populations of 1 million + all the way down to small secondary PSAP's servicing populations of less than 10,000.

(A full customer list can be provided upon request).

1. Henderson County 911 – Kentucky

- a. Install: 2022
- b. Configuration Notes:
 - i. Motorola P25
 - ii. NG911 bundle
 - iii. RapidSOS
 - iv. Enhanced Reporting Software
 - v. Quality Assurance
- c. Contact: Jordan Webb
 - i. Jawebb@cityofhendersonky.org

2. Illinois Tollway Authority – Illinois

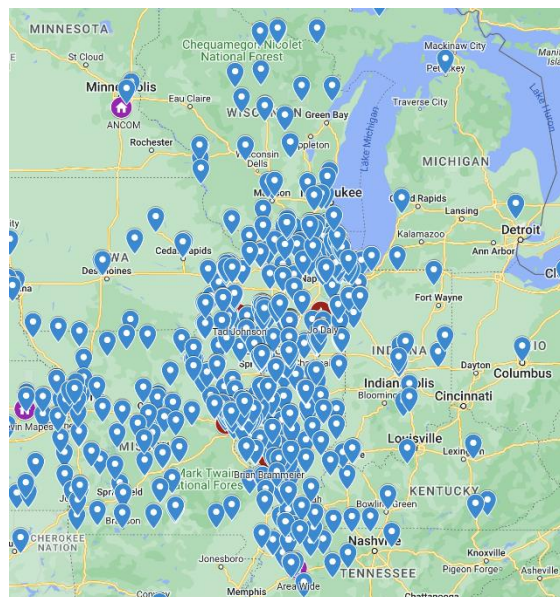
- a. Install: 2023
- b. Configuration Notes:
 - i. Geo-Redundant
 - ii. Motorola P25
 - iii. NG911 Bundle
- c. Contact: Craig Lundt
 - i. CLundt@getipass.com

3. Ballard County 911 / Ballard County Detention Center - Kentucky

- a. Install: 2015
- b. Configuration Notes:
 - i. VHF Analog radio
- c. Contact: Captain Quimby
 - i. BallardCD@ky.gov

4. Fort Knox- Kentucky

- a. Install: 2018
- b. Configuration Notes:
 - i. VHF Analog recorder
- c. Contact: N/A



Nelson Systems is the largest Eventide service provider in the Midwest. Pictured above is an overview of our current 9-1-1 recording customers.

5. Livingston County 911 – Kentucky

- a. Install: 2020
- b. Configuration Notes:
 - i. VESTA NG911
- c. Contact: Amy Padon
 - i. apadon@livingstonco.ky.gov

6. Calloway Count- Kentucky

- a. Install: 2023
- b. Configuration Notes:
 - i. VHF Analog radio
 - ii. Eventide Pack&Go Export tool
- c. Contact: Nathan Baird
 - i. n.baird@callkyso.com

7. DuPage County – Illinois

- a. Install: 2023
- b. Configuration Notes:
 - i. Geo-Redundant
 - ii. Motorola P25
 - iii. Dedicated Screen Recording Recorders
 - iv. NG911 Bundle
 - v. CAD Integration
- c. Contact: Matthew Theusch
 - i. matthew.theusch@dupageco.org

8. McHenry County – Illinois

- a. Install: 2023
- b. Configuration Notes:
 - i. Motorola P25
 - ii. Speech-to-text transcription
 - iii. NG911 bundle
 - iv. RapidSOS
 - v. Enhanced Reporting Software
 - vi. Screen Recording
- c. Contact: Don Burr (SEECOM) / Tiki Schulte (ETSB)
 - i. Dburr@seecom911.org
 - ii. tkcarloso@mchenrycountyil.gov

AMK Project References

Madison County, KY — Designed, Engineered, and Installed an 8-Site P25 Phase II Simulcast MASTR V, 8-Channel 800 MHz System, with a 2-Site 4-Channel Multisite 800 MHz System, HA NSC, 12 Symphony consoles, Eventide NexLog logging recorder and Nokia 9500 MPR Microwave Ring backhaul.

- **Contact Information will be provided upon request**

East Kentucky Power Cooperative — Designed, Engineered, and Installed a 28-Site DMR Tier 3, 3-Channel UHF System, with 13 Avtec Scout Dispatch Consoles supporting approximately 500 users. Radios consist of Tait TP9500 portables and TM9300 mobiles.

- **Contact Information will be provided upon request**

DOE, Mercury, Nevada — Engineered and Installed a 9-Site P25 Phase II Simulcast MASTR V, 10-Channel UHF System with Geo located NSC and Symphony Consoles.

- **Contact Information will be provided upon request**

Franklin County, OH Dept. of Homeland Security — Provided L3Harris XL-200P Portables for use on the Ohio MARCS Radio Network.

- **Contact Information will be provided upon request**

Georgetown/Scott County, KY — Designed, Engineered, and Installed a 6-Site P25 Phase II Simulcast MASTR V, 10-Channel 800 MHz System, HA NSC with Symphony Nokia Ring Microwave backhaul consoles.

- **Contact Information will be provided upon request**

Vanderburgh County, IN — Designed, Engineered, and Installed a 3-Site P25 Phase II Simulcast MASTR V, 10-Channel 800 MHz System, HA NSC with Symphony Consoles.

- **Contact Information will be provided upon request**

END OF SECTION

Response to Specification

The following list represents the minimum functionality, performance, and quality requirements that shall be included in the logging recorder system. The list is not necessarily totally inclusive of all requirements since the supplier may offer additional functionality in its standard logging recorder offering. The following section briefly defines the required functionality, performance, and quality of the specific requirements in this list:

- High quality, reliability, and availability to meet 24/7/365 continuous duty public safety dispatch standards (e.g. redundant power supplies, redundant processors, etc.)
 - COMPLY
- Meets or exceeds all FCC, EIA/TIA, IEEE, NFPA and APCO standards
 - COMPLY
- Conform to local PSTN requirements as necessary
 - COMPLY
- Redundant and fault-tolerant configuration/network server(s) with mirrored databases
 - COMPLY
- Capability for any combination of client workstations to access the logging recorder simultaneously for real-time monitoring or historical playback
 - COMPLY
- Access workstations capable of running Microsoft Windows-based operating system and archiving to CD-R/W or DVD-R/W
 - COMPLY
- Multiple search and playback techniques: console position, subscriber/console unit ID and/or alias, emergency call, Talkgroup, multigroup/announcement group, individual call, telephone interconnect call, encrypted call (as required), time/date, call length, channel resource, site resource, ANI/ALI data, annotations, etc.
 - COMPLY
- Capability to package a group of independent, specific calls into a consolidated call sequence for documenting/describing a situation or event
 - COMPLY
- Capability to activate data compression to maximize data storage
 - COMPLY
- System notification to user and network administrator that storage threshold close to being exceeded to prompt permanent archiving
 - COMPLY

- FIFO overwrite when storage threshold exceeded
 - COMPLY
- VOX-activation and/or ability to set audio level threshold for recorder activation to tailor recording style per channel/track
 - COMPLY
- Redundant 120 VAC/60 Hz power supplies for all common and core equipment
 - COMPLY
- Synchronized to master system clock
 - COMPLY
- Capable of logging any combination of system talkgroups and conventional resources
 - COMPLY
- Capability to annotate specific calls and/or call sequences using free text
 - COMPLY
- Capability to search based on call annotations for specific calls and/or call sequences
 - COMPLY
- Capability to add audible time/date stamping using a pre-recorded voice watermark
 - COMPLY
- User-friendly, field-reconfigurable independent GUI interface(s) for each lookup/playback position
 - COMPLY
- Password-protectable lookup/playback positions with comprehensive event log to note specific authorized user time/date usage
 - COMPLY
- Full interoperability between IP-based, digital trunked and conventional subsystems.
 - COMPLY
- Ability to encrypt/decrypt audio packets utilizing AES encryption
 - COMPLY
- Ability to search logged audio based on SUID/Talkgroup/Position
 - COMPLY
- Ability to stream audio (on a delay if desired) to an external source (i.e. web)
 - COMPLY
- Full audit log of user interactions with logger
 - COMPLY

- Instant Recall Recorder capability at all logged dispatch positions
 - **COMPLY**
- Capability to redact data necessary to respond to FOIA requests
 - **COMPLY**
- Ability to save any combination of logged data to evidence.com
 - **COMPLY**
- Single Sign On via SAML, ADFS, or equivalent claims-based provider
 - **COMPLY**
- Ability to download real-time event playback captured from multiple sources into a single playback stream
 - **COMPLY**

Logging Recorder Optional Features

The Proposer shall provide a detailed list and explanation of optional features for the logging recorder subsystem that can be supplied for review and understanding.

- **COMPLY**

Detailed Cutover Plan

A detailed transition and cutover plan is required thirty days after the start of the contract.

Proposer's Responsibilities:

- Proposer will present a cutover plan for the LFUCG's approval.
- Plan shall cover proposed cutover timeline.
- Plan shall include LFUCG's requirement for accessing their existing logging recorder for at least 90 days. Both existing and the proposed new logging recorder(s) will be operating in parallel during this window.
- Plan shall cover procedures, Dispatch center/workstation migration, and fall-back plan.
 - **COMPLY** – Read and Understood

LFUCG Responsibilities:

- Attend cutover meeting and approve the cutover plan.
 - **COMPLY** – Read and Understood

Installation and Maintenance Manuals

The installation and maintenance manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All base station site/console interconnect wiring, console and auxiliary function wiring shall be customized and included as part of this manual and its attachments.

The maintenance manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired. The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and customized as-built drawings. Where applicable, such information also shall be supplied for any items furnished as part of the system but not manufactured by the Proposer. A quantity of three (3) installation/maintenance manuals shall be furnished in complete, bound paper format and three (3) in CD-ROM electronic format. These instruction books shall be available in a *.PDF (Portable Document Format) format to be read with the Adobe Acrobat Reader software. There shall be no restrictions or licensing requirements for information provided as reference or used for training purposes.

The logging recorder manufacturer (if other than the Proposer) shall maintain a complete set of original, customized LFUCG reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support will be available.

Prior to system acceptance and subject to field review, the Proposer shall provide customized "As-Built" drawings for the logging recorder subsystem equipment supplied in response to this specification. Three (3) sets of documents with reproducible drawings shall be supplied. There (3) CD-ROM copies shall be supplied with all as-built files provided in both original file format (e.g., MS-Word, Excel, Visio, AutoCAD, etc.) and in *.PDF format (Portable Document Format). There shall be no restrictions or licensing requirements for information provided as reference or used for training.

- **COMPLY**— Read and Understood

Operational, Technical and User Training

The Proposer shall fully describe all proposed and available training courses. This shall include, at a minimum, classroom style instruction, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

The Proposer shall train LFUCG employees, LFUCG contractors, and LFUCG designees. The training shall include Logging recorder configuration and management. The Proposer shall permit videotaping of training sessions for use within the LFUCG for re-fresher training. All written and

- COMPLY

Field Acceptance Testing

At the time that all equipment and subsystems are functioning as designed in the field, LFUCG shall inspect and witness the testing of the equipment as it is field-installed, cabled, tested, and burned-in per the agreed-upon field acceptance ATP. If the field ATP fails to meet LFUCG's expectations, another date for re-testing and customer witness shall be set to repeat the event solely at the Proposer's expense which includes all logistical costs to reproduce the field ATP. The LFUCG's team and system Proposer's representatives shall conduct these acceptance tests and inspections as defined.

The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the LFUCG for review and acceptance. The outstanding items shall be resolved within seven (7) business days and these items shall be re-tested at no additional expense to the LFUCG. If the outstanding items influence other previously performed tests, then re-testing of those tests also shall be included. Final acceptance of each individual subsystem shall include, but not be limited to, the list of tests and inspections contained in the following sections.

The acceptance testing for all systems shall consist of a series of tests, inspections, and verifications that demonstrate the functionality of the system provided and as specified in this document. The ATP shall cover all field testing procedures and those inspections that shall be made in order to show Proposer compliance to the solicitation specifications as well as define each and every required subsystem interface.

All system equipment that comprises the proposed network shall be configured and installed in a manner conducive of testing hardware and software prior to beginning the field ATP. All optimization procedures shall be executed prior to conducting the field ATP and the final as-built documentation shall be complete and ready for LFUCG review.

- COMPLY

Warranty Maintenance and System Support

The Proposer guarantees that all equipment supplied pursuant to this solicitation will be new and of first quality throughout. The Proposer shall warrant that the System shall be free of Errors and Bugs. The system warranty shall commence on the day that the LFUCG grants final system acceptance. The Vendor shall provide the Services specified in Maintenance.

All items (material and labor) shall be warranted for a minimum of one (1) year after the date of final system acceptance, unless otherwise specified in the specification. This warranty shall include repair or advanced replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the LFUCG and the Proposer.

When parts under warranty are replaced, the LFUCG requires that the replacement part also be

new and not factory refurbished. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. No replacement parts shall be integrated that provide less functionality or diminished capacity than the original equipment to be replaced. A new twelve-month warranty period should begin when a new part is installed as a replacement to a defective part under warranty. All warranty and maintenance issues shall be tracked by the Proposer and its service organization using an electronic database that the LFUCG can query at any time.

Proposer support is defined as the ability of the Proposer to remedy to LFUCG satisfaction any hardware and/or software problem with any equipment and services provided as part of this offering. Proposer support shall take the form of a 24x7x365 technical support hotline, two-hour on-site response time, advanced board replacement, product engineering, field service technicians, and field engineering.

Proposer support also requires the Proposer to be able to provide new and/or equivalent spare/replacement hardware and software equipment for the proposed offering for not less than four(4) years from the date of final system acceptance. Equivalent spare/replacement hardware and software provided during the entire support timeframe shall not necessitate any platform upgrade or subsystem reconfiguration.

- COMPLY

System Software and Hardware Warranty

The equipment supplied pursuant to this solicitation and any subsequent agreement is warranted by the Proposer to be free from defects in materials, workmanship and otherwise for one year from final acceptance of the proposed system unless otherwise provided in this solicitation and any subsequent agreement.

The Proposer shall warrant that the system and each component of the system shall perform in strict accordance with the requirements of this solicitation and any subsequent agreement and shall be completely free of system defects, including latent defects for at least one year after the date of final system acceptance. Unless otherwise provided herein, all equipment shall be warranted for a period of one year after the date of final system acceptance. The warranty period for non-Proposer manufactured equipment is as specified by its manufacturer, but not less than one year after the date of final system acceptance. The Proposer maintains sole responsibility for settling and coordinating all warranty issues with OEM Proposers on behalf of LFUCG throughout the entire warranty and maintenance period.

The proposed system release/platform being offered shall not be the last of its type or version regarding future software and hardware compatibility. The next software release compatible with the system shall not require new hardware to support the existing functions of the system. If parallel system software development has been undertaken by the Proposer, and the software release in LFUCG's system is abandoned (no further development or support) or obsoleted, the Proposer shall completely upgrade LFUCG's system to the surviving software release at no expense to LFUCG.

At no additional cost to LFUCG, the Proposer shall provide and completely integrate all hardware, firmware, software releases or patches that are required to correct any latent functionality or software defect that may exist in the proposed system (including system failures resulting from software problems, functionality fixes, and software upgrades to LFUCG's system), for a four (4) year period from the date of final system acceptance. This responsibility is to include any upgrades to fixed network

equipment, and system management systems. For the life of the contract and the contract maintenance period, the Proposer shall provide, at a minimum, the opportunity to refresh software for all system equipment on a semi-annual basis to take advantage of enhancements and defect resolutions.

In the event a defect is found in another customer or field system that utilizes the same or similar release as LFUCG's system, the Proposer shall notify and advise LFUCG of the defect and when a new hardware, firmware, software release or patch will be available to correct the problem. At such time, LFUCG shall decide whether it will require an upgrade prior to observing the defect. Notification should occur regardless of whether LFUCG is currently affected by this defect. The Proposer shall be responsible for providing monthly product quality bulletins for all Proposer and OEM equipment and software contained in the proposed network in electronic fashion to LFUCG Project Manager and System Manager during the course of system implementation and the entirety of the warranty and contract maintenance phases.

The software release in LFUCG's system at the time of final system acceptance shall be the latest version available at the time of shipment from the Proposer's development and manufacturing facility. The Proposer assumes responsibility for all equipment and services to implement the latest system equipment software versions prior to final system acceptance. Under all warranties provided, all parts shall be replaced free of charge including labor. The Proposer may replace equipment, software, or components rather than repair them, at the Proposer's option.

Whenever defective work (and damage resulting from such a remedy) has been corrected, removed, or replaced under warranty, the warranty period with respect to such defective work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

- **COMPLY**

Equipment Support

The Proposer shall warrant support in the form of replacement parts for all system hardware and software equipment for four (4) years from the last date of manufacture of the product. The Proposer shall use commercially reasonable efforts to identify and to obtain replacement parts to meet or exceed LFUCG's specific maintainability requirements. The Proposer shall electronically issue all product cancellation notices to LFUCG Project Manager and System Manager throughout the entire system implementation and maintenance periods. The Proposer shall provide product cancellation notices within two weeks of the official announcement. These cancellation notices serve the basis for the four

(4) year support guarantee. The Proposer is responsible throughout the project implementation and contract maintenance period for remedying and re-designing, at no cost to LFUCG, any system design affected by the cancellation of equipment or software which reduces the four (4) year product support guarantee. Prior to final system acceptance, no equipment or software shall be included with the system offering that has been identified or announced for cancellation.

- COMPLY

Spare Parts Inventory

The cost of replacement parts shall be quoted as part of the Proposer's proposal. Parts pricing shall be in the form of a standard discount from the OEM or Proposer's list price equivalent to those provided to

dealers or Proposer-authorized service shops. This discount level shall be part of the attached pricing sheets. The Proposer also shall provide a comprehensive pricing matrix or book defining the OEM and Proposer list prices for all relevant hardware and software for the proposed system platform. This comprehensive pricing matrix shall serve as the definitive ordering guide for all future system equipment purchases. The parts pricing level shall remain intact for a period not less than four years following final system acceptance.

Spare parts required for this system shall include sufficient parts, modules and components to restore the system to full redundancy during a system or subsystem failure. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. When not specifically addressed in this specification, the Proposer shall recommend and price accordingly the spares necessary to maintain the required availability levels for the various subsystems.

- COMPLY

Warranty Maintenance Performance Levels

The Proposer shall provide all labor, parts, tools, and test equipment required for the maintenance of the system through the warranty period and any extensions thereof covered by a contracted maintenance agreement. The Proposer shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Proposer also shall provide information regarding key personnel; training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

The Proposer shall propose a yearly maintenance program for 3 years and to commence after the conclusion of the system warranty period. This maintenance plan shall include parts and labor; 24/7/365 infrastructure support; 2-hour response for Critical issues; 24-hour response for High Priority issues.

- COMPLY

Severity Level, Problem Types

Critical - Response is provided continuously - Major System failure - Issues and problems that jeopardize or degrade any part of the System. - This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.

High Priority – Initial response during same standard business day - Significant System Impairment not to exceed 33% of system down - System problems presently being monitored - This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective

Non-critical - Intermittent system issues - Information questions - Upgrades/Preventative maintenance - This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue,

including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Proposals shall provide a complete description of the intended preventive maintenance methodology and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to LFUCG and the Proposer. The Proposer shall include in its proposal an example of an actual, completed preventive maintenance regimen representative of what will be provided with the proposed system and corresponding maintenance phases. The schedule shall be consistent with the operation requirements of LFUCG and shall be based upon the specific needs of the equipment being maintained.

The Proposer shall include in its proposal a description of any remote administration and maintenance service arrangements that will be provided with the proposed system. The qualifications and individual resumes (noting years of experience, training, schooling/degree, customer references, etc.) of all proposed maintenance service provider staff shall be provided in the Proposer's proposal response. All service providers may be required to submit to routine background investigations conducted by LFUCG to ensure system integrity in concert with security policies and initiatives. In the pricing response, the Proposer shall quote the annual costs for comprehensive, turnkey system maintenance for all proposed equipment for a period of three (3) years following final system acceptance noting all available discounts, incentives, and economies of scale. The Proposer also shall include a standard contractual service agreement and associate comprehensive, detailed statement of work with the maintenance quotation.

- **COMPLY**– Read and Understood

Maintenance Documentation

The Proposer shall furnish to LFUCG enough equipment and maintenance manuals and customized system drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the system, will be able to define its operations and perform corrective and preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, special tools/instruments and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under this solicitation and any resulting agreement. All documentation shall be specifically applicable and customized to the system, except documentation for standard issue equipment which may be standard issue documentation. The Proposer shall warrant that any inability of County or subcontracted technicians or engineers to perform corrective and preventive maintenance on the scheme caused in whole or in part by the Proposer's failure to provide accurate or sufficient information in provided manuals will cause the Proposer to be liable for damage if such failure results in damage to or interruption of the system.

- **COMPLY**

Scoring Criteria

- 1.Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
- 2.Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
- 3.Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
- 4.Familiarity with the details of the project. 25 Points
- 5.Degree of local employment to be provided by the person or firm. 5 Points
- 6.Estimated Cost of Services. 15 Points

- **COMPLY**

END OF SECTION

Training Plan Overview

In this Section I will describe our approach and capacity to train new clients to use and support our proposed solution. I will explain the skills and background necessary for functional staff and system administrators to maintain and support the system. I will Explain what training Nelson Systems would provide to the functional staff and system administrators. Lastly, I will explain our recommended training approach for end user training.

- At Nelson systems we provide onsite or virtual training via Cisco WebEx. We take pride in being able to offer one on one training to our customers. After a Nelson Systems Technician completes the equipment installation, a Nelson Systems Training specialist will begin arranging training for all functional and administrative staff. We will tailor the training to each individual use case. Our goal is to have each member of your staff Proficient with the software, better enabling them to do their job. We can train just one person at a time or a group. We limit group sessions to 7 people to ensure everyone has a chance to answer questions. Training can be recorded for future review.
- Every month, we host online web training sessions. If you are feeling rusty, you can sign up and get a refresher on anything you need help with. This presents our customers with the unique opportunity to ask questions and get one on one tailored responses. If you hire new staff, this is also a great way to bring any new member of your team up to speed.
- Very few skills and background knowledge are necessary to maintain our system. The ability to use and operate a computer and its peripherals is all that will be required. We provide remote alarm monitoring for all our systems. We will have the Eventide Recording system configured to automatically alert your admin staff should an issue occur. That same error message will be automatically sent to our office alerting our technical staff. This monitoring system ensures that when a problem does occur, all relevant individuals are notified, allowing for a timely resolution of the problem.

Configuration Manager Training Overview: System administrators & IT staff.

System

1. System Info
2. Date and Time
3. License Keys
4. Storage Devices
5. System Diagnostics
6. Power Off

Basic Reports

1. Recorder Reports

Networking

1. System Identification
2. Network Interfaces
3. VNC Settings
4. VPN Settings
5. SNMP Settings

Recording

1. Boards and Channels
2. Retention Settings
3. Resource Groups
4. Call Suppression
5. NG911
6. Encryption at Rest

Archiving

1. Archives
2. Archive Configuration
3. Network Archive Storage Configuration (NAS)

Alerts and logs

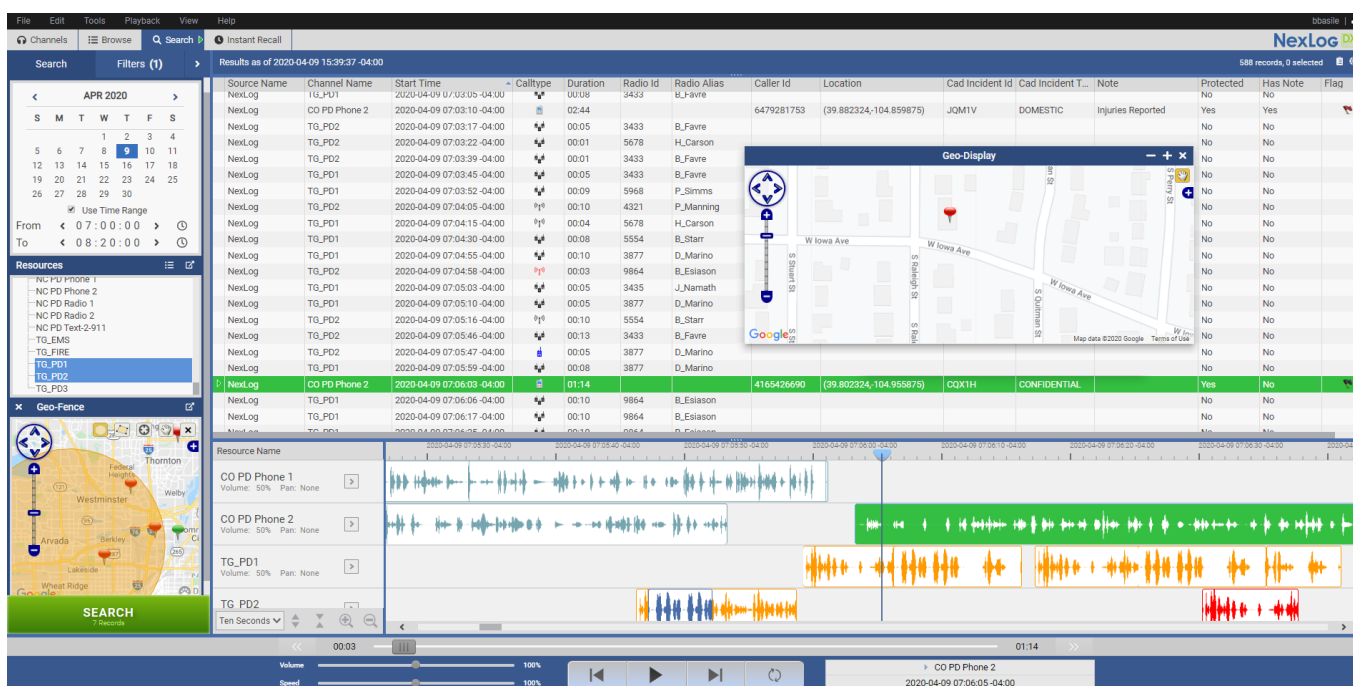
1. Active Alarms
2. Alert History
3. Alert Codes
4. Internal Logging
5. Email
6. Audit History
7. Client Activity

Users and Security

1. Users
2. System Security
3. SSL
4. User Groups
5. Permissions

Utilities

1. Packet Capture
2. Network Utilities



MediaWorks Plus Training Overview: For supervisors and operators.

Locating and Organizing Recordings

1. Browsing for Recordings
2. Searching for Recordings
3. Using Additional Filters
4. Saved Search Filters
5. Tab Search

Viewing and Playing Recordings

1. Viewing Recordings
2. The Record View
3. Record View Menu Options
4. The Timeline View
5. Playing Audio Recordings
6. The Playback Console
7. Playback Modes

Creating an Incident

1. Adding and Removing Recordings from an Incident
2. Saving an Incident Remotely
3. Saving an Incident Locally
4. Incident Renaming
5. Incident Properties
6. Incident Properties and Notes - Description
7. Incident Properties and Notes- Notes

8. Incident Properties - Permissions
9. Redacting Recordings in an Incident
10. Incident Clip Management
11. Exporting an Incident

Updating Recordings

1. Call Properties Screen
2. Editing Call Notes in the Call Grid
3. Annotating Calls

Exporting Recording Data from an Incident

1. The Export Dialog Box
2. Eventide Auto Unpacker
3. Export Presets and Defaults
4. Email Export
5. Export Single Recording
6. MP3 Export

Monitoring a Recorder

1. Channels Tab
2. Instant Recall Tab

More about MediaWorks Plus

1. Columns
2. Call type

The Menu Bar

1. File Menu
2. Edit Menu
3. Tools Menu
4. Playback Menu

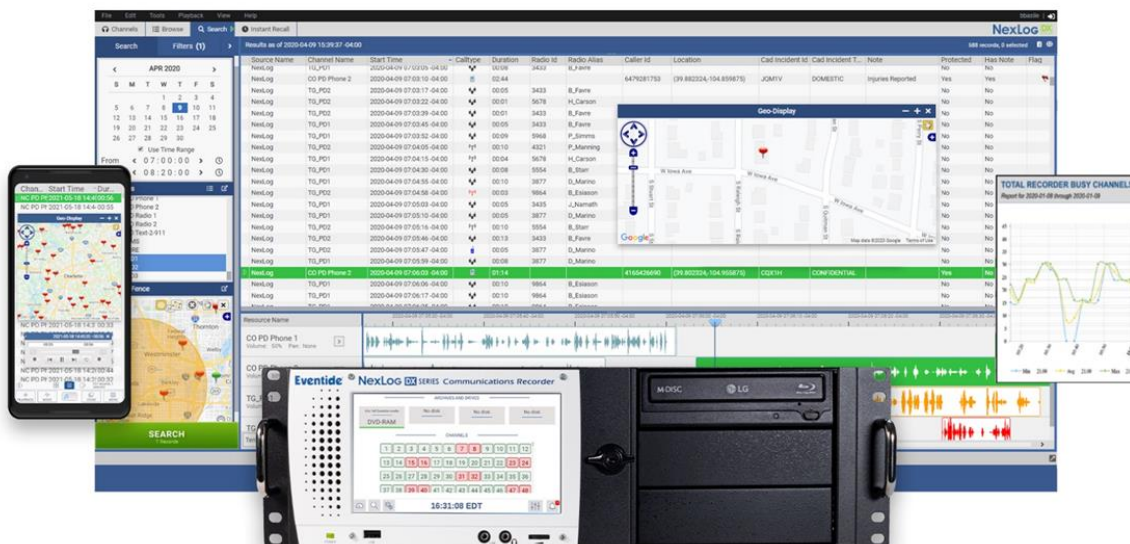
END OF SECTION

Warranty Overview

Eventide and Nelson Systems will provide a full 1-year warranty following the successful completion of the proposed solutions acceptance testing

- While under warranty, LFUCG will be provided
 - o Remote & on-site technical support and preparation, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades
 - o Hardware / Software replacement
 - o Available Training Webinars (Every Weds. of each month)
- Nelson Systems offers various post warranty maintenance services.
 - o Remote Maintenance Agreements
 - o 8am-5pm Business hours Agreements
 - o 24h Maintenance agreements
- All applicable maintenance agreements are 100% comprehensive from a hardware/software/ and labors perspective.

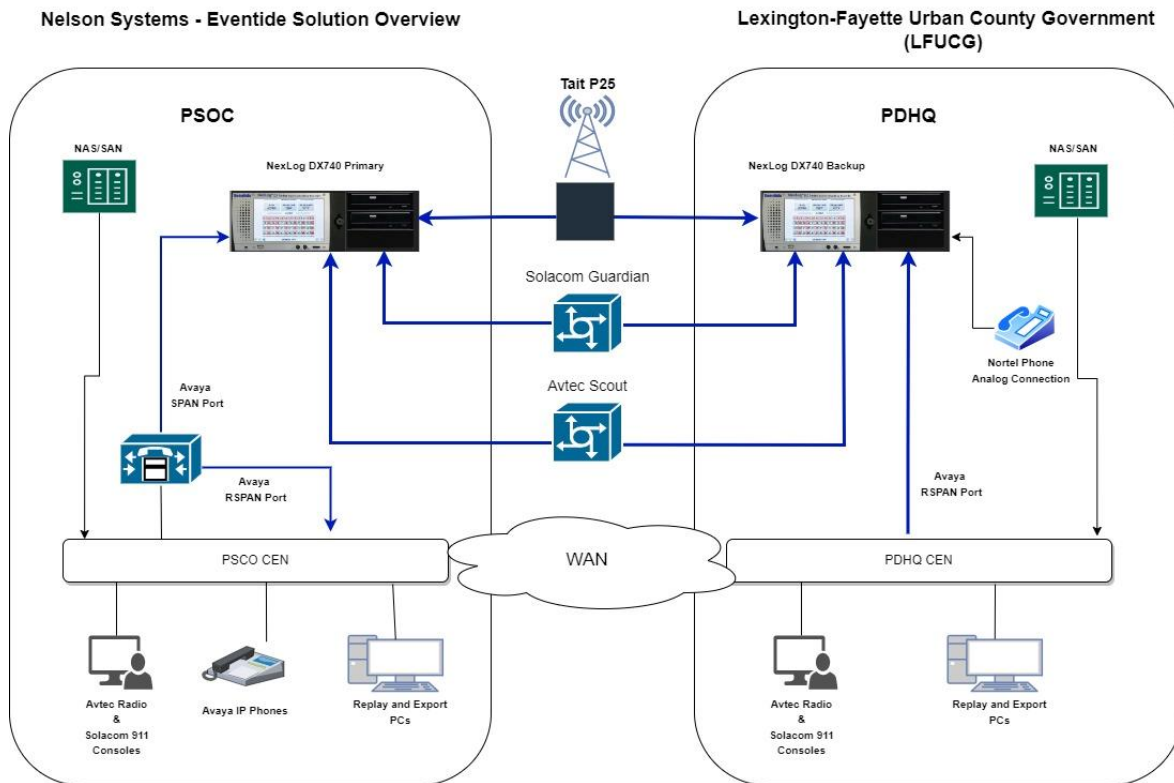
Eventide® NexLog DX SERIES



END OF SECTION

Voice Recorder Design

The following diagram is a logical depiction of how Nelson Systems - Eventide proposes the design of the recording system. The connection lines do not necessarily indicate physical connections between the components, rather a logical flow. The physical connections will be determined by the overall IP.-



Each NexLog740DX will be deployed in a redundant fashion, with a primary and secondary. Eventide assumes the primary and secondary NexLog740DX will be in geo-diverse locations for added resilience and disaster risk mitigation.

The solution involves 4 different sources of VoIP inputs to each location.

- Tait P25
- Solacom Guardian 911 i3 SIP Trunk
- Avaya IP (PSOC with SPAN and PDHQ with RSPAN using compatible network switches)
- Avtec Scout Radio console select audio
 - This connection is not required; however, we included this in our design as yet another additional layer of redundancy. Should the TAIT recording connection fail in any capacity we will still maintain radio recording through Avtec.

Voice Recorder Design Cont.

The Eventide DX-Series has available integrations to all Tait Radio systems, Comtech Solacom Guardian i3 911, Avaya IP (G.711 G.722 and G729) and Avtec Scout Console recording feature.

The Eventide DX-Series is a Debian Linux-based software appliance design. The Operating System, Application, and Database are fully integrated into a single solution configured and managed via any modern web browser. The Eventide DX-Series logger is field upgradeable from 8 to 96 digital channels, 8 to 96 analog channels, 8 to 560 VoIP channels, 8 - 560 NG9-1-1 "SIP-Invite" or SIPrec channels, 24 - 192 T1/PRI channels, or 30 - 240 E1 channels.

Eventide DX-Series communications loggers offer multiple levels of resilience, including redundant SSD Raid 1 4TB Hot Swap with Hot Spare drive (650,000 hours @ 13kbps), redundant network capability (via NIC bonding), multiple choices for archive redundancy and network-based archive storage, and dual hot-swap load-sharing 120/240 VAC power supplies.

Geo-redundancy for recording is accomplished utilizing the LFUCG wide area network. Tait, Solacom, and Avtec offer the ability to send to 2 call recorders simultaneously. Avaya IP recording can be sent to the PSOC through a SPAN/Mirror port and to the PDHQ recorder through an RSPAN port mirror. RSPAN is dependent on the PSOC and PDHQ switches with available RSPAN capabilities.

At this design stage, the exact channel count is not significant to the design. The final solution can be scaled smaller or larger by adjusting the amount of channel licenses deployed.

Interface	Recording Method	Primary Channels	Secondary Channels
Tait Radio	Concurrent	40	40
Solacom	Concurrent	24	24
Avaya	Static	83	83
Avtec	Static	24	24
Total IP		171	171
Nortel	Static-Analog	0	22

END OF SECTION



Eventide Base Quote

Primary Playback Recorder - Public Safety Operations Center (PSOC)					
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel	\$9,600.00	1		\$9,600.00
DX742	Upgrade NexLog740 DX-Series (at time of order) to 32GB DRAM	\$400.00	1		\$400.00
DX702	Front Panel without display (use external peripherals)	Standard	1		\$0.00
108233-000	Dual hot-swap power supplies, 120/240 VAC	Standard	1		\$0.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	Standard	1		\$0.00
DX709-1SSD	SSD Option - Upgrade 2x4TB HotSwap MegaRAID1 +HotSpare 4TB=4TB storage	\$7,645.00	1		\$7,645.00
DX754	Dual Port 100/1000 PCIe Network Card	\$660.00	2		\$1,320.00
Archiving					
271014	Central Archive License	\$1,830.00	1		\$1,830.00
Rack Mount Kits					
324430-DX	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	\$360.00	1		\$360.00
VOIP Recording Licenses (176)					
271052	Internal IP Recorder w/ 8 G.711 Ch. Licenses	\$4,200.00	1		\$4,200.00
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	\$1,920.00	21		\$40,320.00
PSAP NG911 Call Recording, Metadata and SMS Bundles					
DX913	Comtech (Solacom Guardian) NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$8,700.00	1		\$8,700.00
Metadata Integrations					
209157	Metadata Integration license for Avtec	\$4,200.00	1		\$4,200.00
MediaWorks DX - Web Access Playback Licenses					
271083	MediaWorks DX (Web) Concurrent Access for 8 Users	\$1,090.00	5		\$5,450.00
271113	NexLog Access Bridge License	\$3,840.00	1		\$3,840.00
271158	Enhanced Active Directory Integration	\$3,990.00	1		\$3,990.00
Decorder Units for P25					
324720-DX	DVSI 2-Port USB Decorder Unit for DMR, TRBO and NXDN (Max-8)	\$3,000.00	2		\$6,000.00
TAIT P25 Licensing					
115015	Initial license processing, handling and management per end user for P25 or TETRA; (Manadory - Non-Discountable)	\$3,500.00	1		\$3,500.00
209214	Integration to Tait P25 trunked system via ISSI	\$9,800.00	1		\$9,800.00
209215	OTAR Integration to Tait KMF	\$20,000.00	1		\$20,000.00

Backup Site Recorder - Lexington Police Headquarters (PDHQ)					
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel		\$9,600.00	1	\$9,600.00
DX742	Upgrade NexLog740 DX-Series (at time of order) to 32GB DRAM		\$400.00	1	\$400.00
DX702	Front Panel without display (use external peripherals)		Standard	1	\$0.00
108233-000	Dual hot-swap power supplies, 120/240 VAC		Standard	1	\$0.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)		Standard	1	\$0.00
DX709-1SSD	SSD Option - Upgrade 2x4TB HotSwap MegaRAID1 +HotSpare 4TB=4TB storage		\$7,645.00	1	\$7,645.00
DX754	Dual Port 100/1000 PCIe Network Card		\$660.00	2	\$1,320.00
Archiving					
271014	Central Archive License		\$1,830.00	1	\$1,830.00
Rack Mount Kits					
324430-DX	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		\$360.00	1	\$360.00
Install Kits					
109033-007	Quick Install Kit (Includes #264242-007 23FT Connector Cable & Punch down Block) STD Telco Pin-Out		\$300.00	1	\$300.00
Analog Telephone/2-way Radio Channel Record Cards					
DXANA24	AnalogTelephone/2-way Radio Channel Record Card - 24 Channels Each		\$7,250.00	1	\$7,250.00
VOIP Recording Licenses (176)					
271052	Internal IP Recorder w/ 8 G.711 Ch. Licenses		\$4,200.00	1	\$4,200.00
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,920.00	21	\$40,320.00
PSAP NG911 Call Recording, Metadata and SMS Bundles					
DX913	Comtech (Solacom Guardian) NG911 Call Recording Bundle (Voice, Metadata and SMS)		\$8,700.00	1	\$8,700.00
Metadata Integrations					
209157	Metadata Integration license for Avtec		\$4,200.00	1	\$4,200.00
MediaWorks DX - Web Access Playback Licenses					
271083	MediaWorks DX (Web) Concurrent Access for 8 Users		\$1,090.00	5	\$5,450.00
Decorder Units for P25					
324720-DX	DVSI 2-Port USB Decorder Unit for DMR, TRBO and NXDN (Max-8)		\$3,000.00	2	\$6,000.00
TAIT P25 Licensing					
115015	Initial license processing, handling and management per end user for P25 or TETRA; (Manadory - Non-Discountable)		\$3,500.00	1	\$3,500.00
209214	Integration to Tait P25 trunked system via ISSI		\$9,800.00	1	\$9,800.00
209215	OTAR Integration to Tait KMF		\$20,000.00	1	\$20,000.00
System Price (Total of Hardware and Software)					\$262,030.00

Services					
Services	Description		Rate	Qty	Total Price
	Installation & Integration Configuration				\$23,500.00
	Staff Training (Admins + End Users)				\$2,500.00
Services Price					\$26,000.00
Summary					
Solution Components					Price
System Price					\$262,030.00
Services Price					\$26,000.00
Discount			28.00%		-\$71,408.40
1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS					
Freight and/or sales tax -- to be added if applicable.					\$0.00
Total Investment					\$216,621.60
* line items may be subject to 3rd party licensing and hardware. Please contact any applicable vendors for requirements and costs.					
Price for presentation purposes only, subject to change based on final configuration. Price quotation does not include freight or sales tax -- to be added to invoiced amount					
Customer Acceptance				Date	
Nelson Systems, Inc. Representative		Sales Rep #		Date	
This document becomes a confirmed sales order upon signature of customer and Nelson Systems, Inc. representative					
Pricing valid for 60 days.					
Possession of Equipment					
I have verified that our facility has received all equipment purchased from Nelson Systems, Inc., including CD's, manuals, etc.					
Authorized Signature				Date	

Initial Hardware/Software/Install/ Training Cost: \$216,621.60

One Year Warranty Included: Hardware/Software Replacement, 8am-5pm Remote & on-site Support, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades. Hardware and Licenses are covered. Continual training Included. Minimum 2-hour response times in the event of a major system failure.

Solution Overview

Primary Playback Logger (PSOC): 176 Channels (ALL IP)

- **NexLog740 DX Recording Server – Linux Based – i3 Compliant- Rack Mounted**
 - Upgraded 32GB RAM
 - (2) Dual Port 100/1000 PCIe Network Card
 - Upgraded 4 TB RAID 10 + Hot Spare SSD Storage configuration
 - No System down time in the event of a hard drive failure. Drives can be added/removed without affecting system performance. Hot Spare is on standby in the event of a drive failure.
- **176 channel – IP Licenses**
 - TAIT P25 – 40 concurrent
 - Solacom – 24 concurrent
 - Avaya IP Phones – 83 Static
 - Avtec IP audio – 24 Static
 - Spare Licenses – 5
- **Solacom NG911 Recording Bundle**
 - The Eventide recording solution interfaces to the Solacom call handling system via a SIP trunk that is configured specifically to deliver voice calls and i3-compliant event metadata to the NexLog recorder. When the Solacom Guardian 9-1-1 solution is configured and licensed appropriately, the NexLog recorder will also record Text-to-911 (SMS).
 - Meta Data Captured includes:
 - ANI/ALI location data, DNIS, Agent Name, Agent Role, Agent ID, Agency, Call Identifier, Incident ID, SMS Texts, Agent login/logout, on hold/off hold, mute/unmute, transfer, texts sent/received.
- **Avtec Scout Recording interface**
 - Record select and/ or unselect audio from scout consoles
 - Record talk groups that interface with scout system
 - Record conventional channels that interface with the scout system
 - Record calls on telephony circuits that are interfaced with the scout system
- **TAIT P25 Interface**
 - Allows Eventide access to record TAIT encrypted P25
 - licensing is subject to change following the confirmation of OTAR or NON-OTAR encryption key logging.
- **Eventide Network Access Bridge License**
 - Allows users to view one or more NexLog's as one recording solution. This option is typically used by customers with a primary and a backup site.
- **Eventide Central Archive License**
 - Allows multiple NexLog's to duplicate their archives with one another.
- **Active Directory Integration**
 - Allows for single sign on
- **40 Simultaneous connections to the recorder for replay using MediaWorks PLUS**
- **Remote technical support and preparation On-Site Support, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades, Webinars (Every Weds. of each month)**

Backup Recorder (PDHQ): 200 Channels (176 IP + 24 Analog)

- **NexLog740 DX Recording Server – Linux Based – i3 Compliant- Rack Mounted**
 - Upgraded 32GB RAM
 - (2) Dual Port 100/1000 PCIe Network Card
 - Upgraded 4 TB RAID 10 + Hot Spare SSD Storage configuration
 - No System down time in the event of a hard drive failure. Drives can be added/removed without affecting system performance. Hot Spare is on standby in the event of a drive failure.
- **176 channel – IP Licenses**
 - TAIT P25 – 40 concurrent
 - Solacom – 24 concurrent
 - Avaya IP Phones – 83 Static
 - Avtec IP audio – 24 Static
 - Spare Licenses – 5
- **24 channel – Analog Recording Board**
 - Nortel phones – 22 Static
 - Spare Analog Channels - 2
 - Quick Install Kit for Analog Recording included
- **Solacom NG911 Recording Bundle**
 - The Eventide recording solution interfaces to the Solacom call handling system via a SIP trunk that is configured specifically to deliver voice calls and i3-compliant event metadata to the NexLog recorder. When the Solacom Guardian 9-1-1 solution is configured and licensed appropriately, the NexLog recorder will also record Text-to-911 (SMS).
 - Meta Data Captured includes:
 - ANI/ALI location data, DNIS, Agent Name, Agent Role, Agent ID, Agency, Call Identifier, Incident ID, SMS Texts, Agent login/logout, on hold/off hold, mute/unmute, transfer, texts sent/received.
- **Avtec Scout Recording interface**
 - Record select and/ or unselect audio from scout consoles
 - Record talk groups that interface with scout system
 - Record conventional channels that interface with the scout system
 - Record calls on telephony circuits that are interfaced with the scout system
- **TAIT P25 Interface**
 - Allows Eventide access to record TAIT encrypted P25
 - licensing is subject to change following the confirmation of OTAR or NON-OTAR encryption key logging.
- **Eventide Central Archive License**
 - Allows multiple NexLog's to duplicate their archives with one another.
- **40 Simultaneous connections to the recorder for replay using MediaWorks PLUS**
- **Remote technical support and preparation On-Site Support, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades, Webinars (Every Weds. of each month)**



Nelson Systems Maintenance Agreement Options

Maintenance Agreement Coverage Summary: Full Hardware/Software Replacement, Remote & on-site Support, software upgrades, Remote Alarm Monitoring, Remote diagnostics, and annual Preventative Maintenance Cleanings. All Hardware and Licenses are covered. Continual training Included. Minimum 2-hour response times in the event of a major system failure guaranteed 24-hour response for High priority issues.

Nelson Systems will be the primary service provider with AMK services only being utilized for emergency response when a local Nelson Systems technician is unavailable to meet the contractual response time.

****The Nelson Systems Service team closed 90% of all opened service tickets within 2 hours of initial contact during the 2023 calendar year****

2 Year 24h GMA (1 year Warranty + 1 year 24h GMA): \$20,898.61

- **Total Project Cost with 2y 24h Prepaid GMA included: \$237,520.21**
-

3 Year 24h GMA (1year Warranty + 2 year 24h GMA): \$41,797.21

- **Total Project Cost with 3y 24h Prepaid GMA included: \$258,418.81**
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4 Year 24h GMA (1year Warranty + 3 year 24h GMA): \$62,401.80

- **Total Project Cost with 3y 24h Prepaid GMA included: \$279,023.4**
-

5 Year 24h GMA (1year Warranty + 4 year 24h GMA): \$83,006.41

- **Total Project Cost with 3y 24h Prepaid GMA included: \$299,628.01**
-

Please Note: Quoted multi-year agreements are at a fixed rate with additional discounts already applied.

- 24 Hour: **10% Discount + fixed rate**

Optional Features

1. Rapid SOS Integration – (Both Primary & Backup)

271176	RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098). *see note below		\$5,500.00	2	\$11,000.00
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- Our Rapid SOS Integration allows users to view both the NENA ANI/ALI CAD Spill location data and the more accurate Rapid SOS location with a dotted line connecting them for wireless calls to 9-1-1 on Eventide's Geo-Fencing tool. The users will also be able to view the "breadcrumbs" of where the caller moved while talking to the call taker. Breadcrumbs can only be viewed after the call is over. This is a great forensic tool to use when recreating an incident. NENA ANI/ALI CAD Spill capture and Geo-Search options are required for this to work.

2. Enhanced Reporting Engine (Primary)

115021	NexLog Reporting Engine (Enhanced Reporting)		\$1,640.00	1	\$1,640.00
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- The NexLog Reporting Engine allows users to build a report, have it automatically run at a specified interval, and be automatically delivered to whoever needs to see the report in HTML, .pdf, or Excel. LMR, Console, 9-1-1 Call Taking, Administrative Telephony, and CAD data can be rolled into one report to show total center activity, with drill down to individual performance (based on available infrastructure in the center). The reports are also helpful in justifying budgets by rolling up LMR, 9-1-1, and Admin telephony activities into one comprehensive report that County Commissioners or 9-1-1 Boards can understand.

3. Nexlog Quality Assurance (Primary)

271082	Quality Assurance DX Software (Quality Factor): 20 Agent ADD-ON license pack		\$2,360.00	1	\$2,360.00
271165	Quality Assurance DX Software (Quality Factor): Advanced Evaluation Scheduling Option (for QA recording selection based on available ANI/ALI or CAD metadata in the recorder's database)		\$1,750.00	1	\$1,750.00

- NexLog Quality Assurance allows directors to quantify individual performance by randomly sampling recordings and scoring the performance of employees. The options come standard with APCO/NENA forms pre-built, an intelligent randomizer, and the ability to look at employee performance over time. Coupled with our Reporting Engine users can drill down to do root cause analysis, find trends, and opportunities for additional training.
- Total Agent Count subject to change pending site confirmation

4. Word Factor Prime (Primary)

DX929	Word Factor Prime - User selected on demand Speech to Text Transcription - Up to 1,000 voice activity hours Per 12 months		\$6,000.00	1	\$6,000.00
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- Eventide's Word Factor Prime will convert recorded audio in near real-time (or on demand) to written words and, in turn, allow for near real-time word spotting for key words, e.g., active shooter, suicide, fire, to alert supervisors of critical incidents. It can also be used to mine audio for key words for investigative purposes, e.g., how many calls mentioned a "red van" or for Quality Assurance purposes on which calls to evaluate.

5. Geo-Search/View (Primary)

271098	Geo Search/View (requires Lat/Lon, MW PLUS, Google Maps)		\$1,090.00	1	\$1,090.00
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- Allows users to view wireless caller's location data from the NENA ANI/ALI CAD Spill location data on Google, Bing maps or any ESRI based mapping tool. ANI/ALI CAD latitude/longitude location data can be viewed with Rapid SOS location as an addon. This tool is a great way to see where wireless calls are being placed from live or in incident recreation.
- Required with RapidSOS Integration

6. Broadcastify Integration (Primary)

271179	Broadcastify integration "per stream" license. One license is required for each source (such as a talk group or a conventional LMR channel) that will be streamed from the recorder to Broadcastify.		\$1,190.00	1	\$1,190.00
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- Allows PSAP to select specific talk groups to be decrypted and sent out to the public at a managed delay. Allows the PSAP to take control of what the general public / media can listen to and when.
- Nelson Systems was responsible for establishing this setup for the City of Chicago following the civil unrest within the city.
- Pricing would fluctuate based on the number of talk groups selected for broadcast.

7. Tyler Technologies CAD Integration (Primary and Backup)

271178	Tyler Technologies New World CAD Intergration		\$5,500.00	2	\$11,000.00
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- This integration allows for tagging of 9-1-1 call recordings with data from associated CAD incidents/Call for Service on the CAD system. The additional data enables a richer user experience by providing more context to 9-1-1 call recordings. It also enables the ability to search for recordings based on CAD Incident Number or any other CAD data tagged to the recordings.

8. TAIT P25 Encryption Key Management Option (NON- OTAR)

209270	P25 Encryption Key Management Option (non-OTAR)		\$2,190.00	1	\$2,190.00
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- The RFP did not specify whether TAIT was utilizing OTAR or NON-OTAR encryption key management.
- The pricing as proposed was done with the assumption that OTAR is being utilized and therefore the \$20,000 license for this integration was quoted across both the primary and backup logger.
 - **If Over the Air Rekeying (OTAR) is not being used, the license listed above for NON-OTAR would need to be quoted in its place for both the primary and backup loggers, reducing the project cost.**

END OF SECTION

Spare Parts for NexLog 740 DX-Series Recorders	Part No.	List Price (USD)	
Spare NexLog 740 DX-Series (SN < 2000) Q170 Motherboard with i5 CPU, Cooler and 16GB DIMM	DX740	\$2,230.00	
Spare NexLog 740 DX-Series (SN >= 2000) Q370 Motherboard with i5 CPU, Cooler and 16GB DIMM	DX741	\$3,100.00	
Spare NexLog 740 DX-Series Power Supply Module, 120/240 VAC	DX771	\$ 640.00	
Spare NexLog 740 DX-Series Power Supply Assembly with 2 Modules, 120/240 VAC	DX772	\$ 1,380.00	
Spare 16GB DIMM Memory for NexLog 740 DX-Series	DX773	\$ 150.00	
Spare i5 7500 CPU for NexLog 740 DX-Series (with SN < 2000)	427357	\$660.00	
Spare i5 8500 CPU for NexLog 740 DX-Series (with SN >= 2000)	202975	\$990.00	
Spare CPU Fan for NexLog 740 DX-Series	DX775	\$ 24.00	
Spare Chassis Fan for NexLog 740 DX-Series	DX776	\$ 48.00	
Spare 1TB HDD for NexLog DX-Series RAID Array	427339	\$ 1,290.00	
Spare 2TB HDD for NexLog DX-Series RAID Array	427338	\$ 1,580.00	
Spare 4TB HDD for NexLog DX-Series RAID Array	427337	\$ 2,010.00	
Spare 6TB HDD for NexLog DX-Series RAID Array	DX910	\$ 2,030.00	
Spare 4-port MegaRaid PCIe (PCI Express) Card + Cache Vault + Cache Protection Module	108275	\$ 3,230.00	
Spare 4-port MegaRaid PCIe (PCI Express) Hardware RAID Controller (no Cache Vault)	324759	\$ 2,260.00	
Spare Cache Vault + Cache Protection Module (ONLY) for MegaRaid PCIe (PCI Express) Card	324758	\$ 880.00	
Spare Cache Protection Module (ONLY) for MegaRaid PCIe (PCI Express RAID Card w/ Cache Vault	324888	\$ 420.00	
Spare 8-port MegaRaid 9560-8i PCIe (PCI Express) Controller Card Only (Spare cache vault sold seperately)	324968	\$3,500.00	
Spare Cache Vault for MegaRaid 9560-8i PCIe (PCI Express)	324969	\$ 400.00	
Spare Blu-ray Drive (no Media)	427315	\$ 290.00	
Spare RDX Bay (no Media Cartridge)	427340	\$ 600.00	
Spare 500GB RDX Media Cartridge (for use in RDX Archive Drive)	427341	\$ 550.00	
Spare 1TB RDX Media Cartridge (for use in RDX Archive Drive)	427343	\$ 880.00	
Spare 2TB RDX Media Cartridge (for use in RDX Archive Drive)	427342	\$ 1,100.00	
Spare 1TB Hard Drive (3.5") for Removable Archive	427283	\$ 1,180.00	
24 port GPIO PCI Card/Cable Kit, non-isolated (for NexLog 740 DX-Series recorder only!)	DX750	\$ 1,500.00	
48 port GPIO PCIe (PCI Express) Card/Cable/Block Kit, non-isolated (for NexLog 840 DX-Series and NexLog 740 DX-Series recorders)	DX950	\$ 2,650.00	
PCIe (PCI express) IRIG-B Time Synchronization Card	DX756	\$ 6,300.00	
Single-port PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder or NexLog 840 DX-Series recorder)	DX951	\$ 340.00	
Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only!)	DX754	\$ 660.00	
Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only!)	DX755	\$ 1,440.00	
Spare DVSI 4-Port Networked Decoder Unit (for P25, DMR, MOTOTRBO, NXDN)	1173-000	\$ 10,000.00	
DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8	324720-DX	\$ 3,000.00	



Nelson Systems

I N C O R P O R A T E D

5/2/2024

Sherita Miller,
Minority Business Enterprise Liason
Lexington-Fayette Urban County Government Division of Procurement
200 East Main Street
Lexington, KY 40507

Dear Sherita,

We regret to inform you that despite our best efforts, Nelson Systems was unable to meet the Minority-Owned, Woman-Owned, and Disadvantaged Business Enterprises (MWDBE) participation goals as outlined in the bid requirements for RFP #28-2024.

Nelson Systems specializes in providing highly technical and specialized services essential for the successful execution of the install and maintenance of next generation 9-1-1 enabled audio logging equipment. Our unique expertise and experience in mission critical recording allows us to deliver exceptional results that meet the rigorous standards of our clients. Unlike most providers, Nelson Systems is certified by the manufacturer as a premier sales and service provider. An Eventide certification only held by 5 companies in the United States.

Throughout the bidding process, we sought to engage MWDBE subcontractors and suppliers who could complement our capabilities and contribute to the successful completion of RFP #28-2024. However, despite our best efforts, we encountered significant challenges in finding vendors who possess the specialized skills, resources, and certifications required to perform the duties essential for this project. As previously stated, there are only 5 companies in the United States with the experience and certifications required to reasonably administer, install, and maintenance this complex recording proposal.

The nature of our service demands a level of expertise and proficiency that is not readily available locally or nationwide. While we fully support the objectives of promoting diversity and inclusion in contracting opportunities, our primary obligation remains to deliver the highest quality of service to our clients while adhering to project specifications and deadlines.

We appreciate your understanding of our unique circumstances and remain committed to exploring opportunities to collaborate with MWDBE firms on future projects where their capabilities align with our project requirements.

Respectfully Submitted,

Jacob Jiles

Senior Territory Manager

Nelson Systems, Inc.

(Direct) 309-307-7105

jjiles@nelsonsystems.com

536 N Bruns Ln. STE 3

Springfield IL 62702

217.793.1042 ph 217.793.1582 fax

www.nelsonsystems.com



Eventide Top Tier Dealer

To Whom it May Concern

Subject: Eventide Fully Certified Factory Trained Sales & Service Center

Eventide Inc has certified Nelson Systems Inc., as a fully authorized and supported Eventide factory trained sales and service center for Illinois, Indiana, Missouri, Wisconsin, Tennessee, and Kentucky. As such superior sales support and after sales service support can be guaranteed.

Nelson Systems is the only company in the Midwest to receive this certification from Eventide. Nelson Systems has also earned the Eventide Top Tier Dealer certification and that is the highest awarded by Eventide.

A handwritten signature in blue ink, appearing to read "Gordon Moore", is positioned above the typed name.

Gordon Moore
General Manager
Eventide Inc.

Copy:
Jacob Jiles
Account Manager
Nelson Systems, Inc
Springfield, IL

January 30, 2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2024 Logging Recorder for E911** 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 **May 7, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature

5/01/2024

Date

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
4. Familiarity with the details of the project. 25 Points
5. Degree of local employment to be provided by the person or firm. 5 Points
6. Estimated Cost of Services. 15 Points

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

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

1. His/her name is Jacob Jiles and he/she is the individual submitting the proposal or is the authorized representative of Nelson Systems, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Jacob M Jiles

STATE OF IL

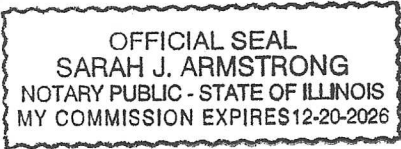
COUNTY OF McLean

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Jacob M Jiles on this the 2nd day

of May 2nd, 2024

My Commission expires: 12-20-2026



Sarah J Armstrong
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.

Jacob Giles

Signature

Nelson Systems, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Nelson Systems, Inc.

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	4	0	4														
Professionals	3	3															
Superintendents																	
Supervisors																	
Foremen																	
Technicians	6	5	1														
Protective																	
Para-																	
Office/Clerical	1		1														
Skilled Craft																	
Service/Maintenance																	
Total:	14	8	6														

Prepared by: Jacob Jiles / Sr. Territory Manager Date: 5 / 01 / 2024

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Nelson Systems, Inc.

Complete Address:	536 Bruns Ln, Suite 3	Springfield, IL	62702
	Street	City	Zip

Contact Name: Jacob Jiles Title: Sr. Territory Manager

Telephone Number: 309-307-7105 Fax Number: _____

Email address: jjiles@nelsonsystems.com

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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 defined 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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #28-2024 Logging Recorder for E911__

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NONE				
2.				
3.				
4.				

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

Nelson Systems Inc.
Company
5/1/2025
Date

Jiles Jacob
Company Representative
Sr. Territory Manager
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP #28-2024 Logging Recorder for E911__

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.NONE					
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.

Nelson Systems Inc.
Company
5/1/2024
Date

Jacob Jiles
Company Representative
Sr. Territory Manager
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #28-2024 Logging Recorder for E911__

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name: NONE	Contact Person: NONE
Address/Phone/Email NONE	Bid Package / Bid Date NONE

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
NONE								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Nelson Systems Inc.
Company
5/1/2024
Date

Jacob Jiles
Company Representative
Sr. Territory Manager
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # RFP #28-2024 Logging Recorder for E911_____
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
NONE							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Nelson Systems Inc.
Company
5/1/2024
Date

Jacob Jiles
Company Representative
Sr. Territory Manager
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # RFP #28-2024 Logging Recorder for E911_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

___ 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 MWDBE firms and Veteran-Owned businesses to participate.

___ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

___ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

JJ ___ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

J J ___ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

___ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

___ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

___ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

___ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

___ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

___ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

Nelson Systems, Inc.

Company
5/01/2024

Date

Jacob Jiles

Company Representative
Sr. Territory Manager

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety 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

5/01/2024

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Public Safety Logging Recorder

Introduction

Lexington 911, in partnership with other Lexington-Fayette Urban County Government (LFUCG) Divisions, is seeking bids for a logging recorder solution. All responses submitted should be for a solution that is compatible with the current NexGen 911 (NG9-1-1) goals and objectives defined by the National Emergency Number Agency (NENA) in NENA-STA-010.3e-2021, NENA i3 Standard for Next Generation 9-1-1.

In addition to NG9-1-1 roadmap compliance all proposed solutions should be able to demonstrate existing interoperability with the technology utilized by LFUCG through references from other agencies where this solution is deployed. Current LFUCG technology that a logging recorder must integrate with includes; Solacom Guardian (9-1-1 Call Handling), Tait P25 Radio Core and an Avaya IP administrative phone system. Additional details regarding these solutions can be found below.

Project Description

Our agency is seeking a qualified and experienced contractor or contractors to provide a Next Generation 9-1-1 (NG9-1-1) System to handle logging of all calls placed to 9-1-1 regardless of the network of origin (PSTN, VoIP, or other IP based originating sources) or type of call (IP, Analog, Text, Multimedia Data, etc.).

The agency recognizes that a robust NG9-1-1 system capable of logging all inbound and outbound requests for assistance in an efficient and accurate manner is critical to the safety of both the public and field responders. The agency desires to purchase an NG-1-1 capable system that will meet both its current and future needs. Reduced overall system cost is certainly a goal. However, interoperability, innovation, cybersecurity, enhanced capability, diagnostics, and a system architecture designed to accept future types of calls are some of the most important objectives of this project.

The intent of this RFP is to replace the existing logging recorder system(s) with a truly capable NG9-1-1 solution. This RFP focuses on supporting a complete turnkey installation that meets all operational requirements and includes specifications for not only interconnected systems but truly interoperable Systems. Lexington 911 seeks a solution that provides us the ability to log requests for emergency assistance and all related data such as location information and callback numbers from the public, then process and share the information obtained in those requests both during and after a call for service (CFS) has ended for quality control, liability, and investigative purposes.

General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations.

Each point-by-point response from the bidder must be answered with one of the following responses:

Comply – The proposed solution will fully meet the requirement(s), functionality is currently supported in the current product software release.

Exception – The proposed solution complies partially with this requirement; with exceptions explained in detail. If a vendor takes exception but an alternative to the requirement is recommended, the alternative must be explained, and any cost identified. Exceptions will be evaluated and considered but are not necessarily acceptable solutions to the requirement as expressed nor are they automatic disqualifications.

Does not Comply – The proposed solution does not fully comply with this requirement.

Vendor Response / Explanation – All responses require a detailed explanation of the vendor's answer.

Respondents must complete and return the entire RFP packet. Once all packets have been received, opened, and recorded, a team representing Lexington's stakeholder divisions will evaluate the information provided and make a recommendation to the purchasing authority. Lexington shall be the sole judge in determining how the evaluation process shall be conducted and what vendors shall be considered. Lexington may conduct such investigations, as it considers necessary, to assist in the evaluation of vendor-provided information to establish the responsibility, qualifications, and financial ability of any potential vendor. Vendors are expected to put forth their "best and final" pricing as a component of this bid. While price will not be the only factor considered in selecting a vendor, cost to the organization is a critical factor. Lexington reserves the right to reject any and all Proposals, in part or in whole, and to award to the most responsive and responsible firms as deemed in the best interests of the Agency; further, the right is reserved to waive any formalities or informalities contained in said proposals. All proposals and copies thereof are to be prepared and submitted at the submitter's expense. Also note, upon submittal to Lexington, the proposals may become a public record and are subject to the Agency's FOIA guidelines. The respondent may request certain sections of the response that contain proprietary business intelligence or system technical details be redacted if such redaction is allowed under agency policy and governing law.

Operational Details

Current Technology in use:

Tait Core P25 Radio System	Evidence.com
Avtec Dispatch Consoles	Tyler Technologies – Enterprise CAD
Solacom Guardian 911 Call Handling	Avaya IP Phon System (Admin)
PowerPhone EMD	

Public Safety Operations Center (PSOC)

The primary LFUCG Facility involved in this project is the Public Safety Operations Center (PSOC) located at 115 Cisco Rd, Lexington, Kentucky. This location serves as the primary public safety answering point (PSAP) for 911, the emergency operations center (EOC), the administrative offices for 911, Emergency Management and LexCall/LexServe.

Core services for the Solacom Guardian 911 call handling and the Avaya IP phone system are also located in this facility. In addition to those core services, most of the recorded end user positions (911, LexCall, EOC) are in this facility with the remaining end user positions that will be recorded are at the Backup PSAP detailed below.

The primary 911 PSAP has 22 positions utilizing Solacom Guardian 911, Avaya IP desk phones, Avtec radio consoles with a mixture of hardware and software media workstations.

The EOC has 42 Avaya IP phone positions.

LexCall/LexServe has 15 softphone workstations on the Avaya system.

Lexington Police Headquarters (PDHQ)

Located at 150 E. Main Street Lexington Police Headquarters is also the location of the Backup PSAP. The remaining end user positions (22) for 911 are located within this facility.

Technical Requirements

Logging Recorder Redundancy and Backup

The logging recorder shall be equipped with built in redundancy so that no piece of information recorded is lost due to a hardware or software failure, proposers must describe in detail how the

redundancy is accomplished. In addition, the system will be equipped with a backup Master Control site, this site shall be a mirror of the primary Master control site including the centralized logging recorder. All information recorded at the primary location shall be recorded at the secondary location simultaneously. The Proposer must explain in detail how this will be accomplished.

The information logged at the primary and backup facilities shall be accessible from any of the management terminals at the different LFUCG PSAPs.

Logging Recorder Features and Performance Requirements

The following list represents the minimum functionality, performance, and quality requirements that shall be included in the logging recorder system. The list is not necessarily totally inclusive of all requirements since the supplier may offer additional functionality in its standard logging recorder offering. The following section briefly defines the required functionality, performance, and quality of the specific requirements in this list:

- High quality, reliability, and availability to meet 24/7/365 continuous duty public safety dispatch standards (e.g. redundant power supplies, redundant processors, etc.)
- Meets or exceeds all FCC, EIA/TIA, IEEE, NFPA and APCO standards
- Conform to local PSTN requirements as necessary
- Redundant and fault-tolerant configuration/network server(s) with mirrored databases
- Capability for any combination of client workstations to access the logging recorder simultaneously for real-time monitoring or historical playback
- Access workstations capable of running Microsoft Windows-based operating system and archiving to CD-R/W or DVD-R/W
- Multiple search and playback techniques: console position, subscriber/console unit ID and/or alias, emergency call, talkgroup, multigroup/announcement group, individual call, telephone interconnect call, encrypted call (as required), time/date, call length, channel resource, site resource, ANI/ALI data, annotations, etc.
- Capability to package a group of independent, specific calls into a consolidated call sequence for documenting/describing a situation or event
- Capability to activate data compression to maximize data storage
- System notification to user and network administrator that storage threshold close to being exceeded to prompt permanent archiving
- FIFO overwrite when storage threshold exceeded
- VOX-activation and/or ability to set audio level threshold for recorder activation to tailor recording style per channel/track
- Redundant 120 VAC/60 Hz power supplies for all common and core equipment
- Synchronized to master system clock
- Capable of logging any combination of system talkgroups and conventional resources
- Capability to annotate specific calls and/or call sequences using free text
- Capability to search based on call annotations for specific calls and/or call sequences
- Capability to add audible time/date stamping using a pre-recorded voice watermark

- User-friendly, field-reconfigurable independent GUI interface(s) for each lookup/playback position
- Password-protectable lookup/playback positions with comprehensive event log to note specific authorized user time/date usage
- Full interoperability between IP-based, digital trunked and conventional subsystems.
- Ability to encrypt/decrypt audio packets utilizing AES encryption
- Ability to search logged audio based on SUID/Talkgroup/Position
- Ability to stream audio (on a delay if desired) to an external source (i.e. web)
- Full audit log of user interactions with logger
- Instant Recall Recorder capability at all logged dispatch positions
- Capability to redact data necessary to respond to FOIA requests
- Ability to save any combination of logged data to evidence.com
- Single Sign On via SAML, ADFS, or equivalent claims-based provider
- Ability to download real-time event playback captured from multiple sources into a single playback stream

Logging Recorder Optional Features

The Proposer shall provide a detailed list and explanation of optional features for the logging recorder subsystem that can be supplied for review and understanding.

Detailed Cutover Plan

A detailed transition and cutover plan is required thirty days after the start of the contract.

Proposer's Responsibilities:

- Proposer will present a cutover plan for the LFUCG's approval.
- Plan shall cover proposed cutover timeline.
- Plan shall include LFUCG's requirement for accessing their existing logging recorder for at least 90 days. Both existing and the proposed new logging recorder(s) will be operating in parallel during this window.
- Plan shall cover procedures, Dispatch center/workstation migration, and fall-back plan.

LFUCG Responsibilities:

- Attend cutover meeting and approve the cutover plan.

Installation and Maintenance Manuals

The installation and maintenance manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All base station site/console interconnect wiring, console and auxiliary function wiring shall be customized and included as part of this manual and its attachments.

The maintenance manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired. The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and customized as-built drawings. Where applicable, such information also shall be supplied for any items furnished as part of the system but not manufactured by the Proposer. A quantity of three (3) installation/maintenance manuals shall be furnished in complete, bound paper format and three (3) in CD-ROM electronic format. These instruction books shall be available in a *.PDF (Portable Document Format) format to be read with the Adobe Acrobat Reader software. There shall be no restrictions or licensing requirements for information provided as reference or used for training purposes.

The logging recorder manufacturer (if other than the Proposer) shall maintain a complete set of original, customized LFUCG reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support will be available.

Prior to system acceptance and subject to field review, the Proposer shall provide customized "As-Built" drawings for the logging recorder subsystem equipment supplied in response to this specification. Three (3) sets of documents with reproducible drawings shall be supplied. There (3) CD-ROM copies shall be supplied with all as-built files provided in both original file format (e.g., MS-

Word, Excel, Visio, AutoCAD, etc.) and in *.PDF format (Portable Document Format). There shall be no restrictions or licensing requirements for information provided as reference or used for training.

Operational, Technical and User Training

The Proposer shall fully describe all proposed and available training courses. This shall include, at a minimum, classroom style instruction, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

The Proposer shall train LFUCG employees, LFUCG contractors, and LFUCG designees. The training shall include Logging recorder configuration and management. The Proposer shall permit videotaping of

training sessions for use within the LFUCG for re-fresher training. All written and presentation training materials shall become property of LFUCG.

Field Acceptance Testing

At the time that all equipment and subsystems are functioning as designed in the field, LFUCG shall inspect and witness the testing of the equipment as it is field-installed, cabled, tested, and burned-in per the agreed-upon field acceptance ATP. If the field ATP fails to meet LFUCG's expectations, another date for re-testing and customer witness shall be set to repeat the event solely at the Proposer's expense which includes all logistical costs to reproduce the field ATP. The LFUCG's team and system Proposer's representatives shall conduct these acceptance tests and inspections as defined.

The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the LFUCG for review and acceptance. The outstanding items shall be resolved within seven (7) business days and these items shall be re-tested at no additional expense to the LFUCG. If the outstanding items influence other previously performed tests, then re-testing of those tests also shall be included. Final acceptance of each individual subsystem shall include, but not be limited to, the list of tests and inspections contained in the following sections.

The acceptance testing for all systems shall consist of a series of tests, inspections, and verifications that demonstrate the functionality of the system provided and as specified in this document. The ATP shall cover all field testing procedures and those inspections that shall be made in order to show Proposer compliance to the solicitation specifications as well as define each and every required subsystem interface.

All system equipment that comprises the proposed network shall be configured and installed in a manner conducive of testing hardware and software prior to beginning the field ATP. All optimization procedures shall be executed prior to conducting the field ATP and the final as-built documentation shall be complete and ready for LFUCG review.

Warranty Maintenance and System Support

The Proposer guarantees that all equipment supplied pursuant to this solicitation will be new and of first quality throughout. The Proposer shall warrant that the System shall be free of Errors and Bugs. The system warranty shall commence on the day that the LFUCG grants final system acceptance. The Vendor shall provide the Services specified in Maintenance.

All items (material and labor) shall be warranted for a minimum of one (1) year after the date of final system acceptance, unless otherwise specified in the specification. This warranty shall include repair or advanced replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the LFUCG and the Proposer.

When parts under warranty are replaced, the LFUCG requires that the replacement part also be new and not factory-refurbished. The Proposer shall fully integrate and test all spare parts prior to final system

acceptance. No replacement parts shall be integrated that provide less functionality or diminished capacity than the original equipment to be replaced. A new twelve-month warranty period should begin when a new part is installed as a replacement to a defective part under warranty. All warranty and maintenance issues shall be tracked by the Proposer and its service organization using an electronic database that the LFUCG can query at any time.

Proposer support is defined as the ability of the Proposer to remedy to LFUCG satisfaction any hardware and/or software problem with any equipment and services provided as part of this offering. Proposer support shall take the form of a 24x7x365 technical support hotline, two-hour on-site response time, advanced board replacement, product engineering, field service technicians, and field engineering. Proposer support also requires the Proposer to be able to provide new and/or equivalent spare/replacement hardware and software equipment for the proposed offering for not less than four (4) years from the date of final system acceptance. Equivalent spare/replacement hardware and software provided during the entire support timeframe shall not necessitate any platform upgrade or subsystem reconfiguration.

System Software and Hardware Warranty

The equipment supplied pursuant to this solicitation and any subsequent agreement is warranted by the Proposer to be free from defects in materials, workmanship and otherwise for one year from final acceptance of the proposed system unless otherwise provided in this solicitation and any subsequent agreement.

The Proposer shall warrant that the system and each component of the system shall perform in strict accordance with the requirements of this solicitation and any subsequent agreement and shall be completely free of system defects, including latent defects for at least one year after the date of final system acceptance. Unless otherwise provided herein, all equipment shall be warranted for a period of one year after the date of final system acceptance. The warranty period for non-Proposer manufactured equipment is as specified by its manufacturer, but not less than one year after the date of final system acceptance. The Proposer maintains sole responsibility for settling and coordinating all warranty issues with OEM Proposers on behalf of LFUCG throughout the entire warranty and maintenance period.

The proposed system release/platform being offered shall not be the last of its type or version regarding future software and hardware compatibility. The next software release compatible with the system shall not require new hardware to support the existing functions of the system. If parallel system software development has been undertaken by the Proposer, and the software release in LFUCG's system is abandoned (no further development or support) or obsoleted, the Proposer shall completely upgrade LFUCG's system to the surviving software release at no expense to LFUCG.

At no additional cost to LFUCG, the Proposer shall provide and completely integrate all hardware, firmware, software releases or patches that are required to correct any latent functionality or software defect that may exist in the proposed system (including system failures resulting from software problems, functionality fixes, and software upgrades to LFUCG's system), for a four (4) year period from the date of final system acceptance. This responsibility is to include any upgrades to fixed network

equipment, and system management systems. For the life of the contract and the contract maintenance period, the Proposer shall provide, at a minimum, the opportunity to refresh software for all system equipment on a semi-annual basis to take advantage of enhancements and defect resolutions.

In the event a defect is found in another customer or field system that utilizes the same or similar release as LFUCG's system, the Proposer shall notify and advise LFUCG of the defect and when a new hardware, firmware, software release or patch will be available to correct the problem. At such time, LFUCG shall decide whether it will require an upgrade prior to observing the defect. Notification should occur regardless of whether LFUCG is currently affected by this defect. The Proposer shall be responsible for providing monthly product quality bulletins for all Proposer and OEM equipment and software contained in the proposed network in electronic fashion to LFUCG Project Manager and System Manager during the course of system implementation and the entirety of the warranty and contract maintenance phases.

The software release in LFUCG's system at the time of final system acceptance shall be the latest version available at the time of shipment from the Proposer's development and manufacturing facility. The Proposer assumes responsibility for all equipment and services to implement the latest system equipment software versions prior to final system acceptance. Under all warranties provided, all parts shall be replaced free of charge including labor. The Proposer may replace equipment, software, or components rather than repair them, at the Proposer's option.

Whenever defective work (and damage resulting from such a remedy) has been corrected, removed, or replaced under warranty, the warranty period with respect to such defective work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

Equipment Support

The Proposer shall warrant support in the form of replacement parts for all system hardware and software equipment for four (4) years from the last date of manufacture of the product. The Proposer shall use commercially reasonable efforts to identify and to obtain replacement parts to meet or exceed LFUCG's specific maintainability requirements. The Proposer shall electronically issue all product cancellation notices to LFUCG Project Manager and System Manager throughout the entire system implementation and maintenance periods. The Proposer shall provide product cancellation notices within two weeks of the official announcement. These cancellation notices serve the basis for the four (4) year support guarantee. The Proposer is responsible throughout the project implementation and contract maintenance period for remedying and re-designing, at no cost to LFUCG, any system design affected by the cancellation of equipment or software which reduces the four (4) year product support guarantee. Prior to final system acceptance, no equipment or software shall be included with the system offering that has been identified or announced for cancellation.

Spare Parts Inventory

The cost of replacement parts shall be quoted as part of the Proposer's proposal. Parts pricing shall be in the form of a standard discount from the OEM or Proposer's list price equivalent to those provided to

dealers or Proposer-authorized service shops. This discount level shall be part of the attached pricing sheets. The Proposer also shall provide a comprehensive pricing matrix or book defining the OEM and Proposer list prices for all relevant hardware and software for the proposed system platform. This comprehensive pricing matrix shall serve as the definitive ordering guide for all future system equipment purchases. The parts pricing level shall remain intact for a period not less than four years following final system acceptance.

Spare parts required for this system shall include sufficient parts, modules and components to restore the system to full redundancy during a system or subsystem failure. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. When not specifically addressed in this specification, the Proposer shall recommend and price accordingly the spares necessary to maintain the required availability levels for the various subsystems.

Warranty Maintenance Performance Levels

The Proposer shall provide all labor, parts, tools, and test equipment required for the maintenance of the system through the warranty period and any extensions thereof covered by a contracted maintenance agreement. The Proposer shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Proposer also shall provide information regarding key personnel; training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

The Proposer shall propose a yearly maintenance program for 3 years and to commence after the conclusion of the system warranty period. This maintenance plan shall include parts and labor; 24/7/365 infrastructure support; 2-hour response for Critical issues; 24-hour response for High Priority issues.

Severity Level, Problem Types

Critical - Response is provided continuously - Major System failure - Issues and problems that jeopardize or degrade any part of the System. - This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.

High Priority – Initial response during same standard business day - Significant System Impairment not to exceed 33% of system down - System problems presently being monitored - This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective

Non-critical - Intermittent system issues - Information questions - Upgrades/Preventative maintenance - This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue,

including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Proposals shall provide a complete description of the intended preventive maintenance methodology and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to LFUCG and the Proposer. The Proposer shall include in its proposal an example of an actual, completed preventive maintenance regimen representative of what will be provided with the proposed system and corresponding maintenance phases. The schedule shall be consistent with the operation requirements of LFUCG and shall be based upon the specific needs of the equipment being maintained.

The Proposer shall include in its proposal a description of any remote administration and maintenance service arrangements that will be provided with the proposed system. The qualifications and individual resumes (noting years of experience, training, schooling/degree, customer references, etc.) of all proposed maintenance service provider staff shall be provided in the Proposer's proposal response. All service providers may be required to submit to routine background investigations conducted by LFUCG to ensure system integrity in concert with security policies and initiatives. In the pricing response, the Proposer shall quote the annual costs for comprehensive, turnkey system maintenance for all proposed equipment for a period of three (3) years following final system acceptance noting all available discounts, incentives, and economies of scale. The Proposer also shall include a standard contractual service agreement and associated comprehensive, detailed statement of work with the maintenance quotation.

Maintenance Documentation

The Proposer shall furnish to LFUCG enough equipment and maintenance manuals and customized system drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the system, will be able to define its operations and perform corrective and preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, special tools/instruments and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under this solicitation and any resulting agreement. All documentation shall be specifically applicable and customized to the system, except documentation for standard issue equipment which may be standard issue documentation. The Proposer shall warrant that any inability of County or subcontracted technicians or engineers to perform corrective and preventive maintenance on the scheme caused in whole or in part by the Proposer's failure to provide accurate or sufficient information in provided manuals will cause the Proposer to be liable for damage if such failure results in damage to or interruption of the system.

Scoring Criteria

1. Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
4. Familiarity with the details of the project. 25 Points
5. Degree of local employment to be provided by the person or firm. 5 Points
6. Estimated Cost of Services. 15 Points



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2024 Logging Recorder for E911** 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 **May 7, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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

Signature

Date

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
4. Familiarity with the details of the project. 25 Points
5. Degree of local employment to be provided by the person or firm. 5 Points
6. Estimated Cost of Services. 15 Points

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, _____, 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

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																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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 defined 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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



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

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

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

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

Company

Company Representative

Date

Title



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

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
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



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business’s quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Public Safety Logging Recorder

Introduction

Lexington 911, in partnership with other Lexington-Fayette Urban County Government (LFUCG) Divisions, is seeking bids for a logging recorder solution. All responses submitted should be for a solution that is compatible with the current NexGen 911 (NG9-1-1) goals and objectives defined by the National Emergency Number Agency (NENA) in NENA-STA-010.3e-2021, NENA i3 Standard for Next Generation 9-1-1.

In addition to NG9-1-1 roadmap compliance all proposed solutions should be able to demonstrate existing interoperability with the technology utilized by LFUCG through references from other agencies where this solution is deployed. Current LFUCG technology that a logging recorder must integrate with includes; Solacom Guardian (9-1-1 Call Handling), Tait P25 Radio Core and an Avaya IP administrative phone system. Additional details regarding these solutions can be found below.

Project Description

Our agency is seeking a qualified and experienced contractor or contractors to provide a Next Generation 9-1-1 (NG9-1-1) System to handle logging of all calls placed to 9-1-1 regardless of the network of origin (PSTN, VoIP, or other IP based originating sources) or type of call (IP, Analog, Text, Multimedia Data, etc.).

The agency recognizes that a robust NG9-1-1 system capable of logging all inbound and outbound requests for assistance in an efficient and accurate manner is critical to the safety of both the public and field responders. The agency desires to purchase an NG-1-1 capable system that will meet both its current and future needs. Reduced overall system cost is certainly a goal. However, interoperability, innovation, cybersecurity, enhanced capability, diagnostics, and a system architecture designed to accept future types of calls are some of the most important objectives of this project.

The intent of this RFP is to replace the existing logging recorder system(s) with a truly capable NG9-1-1 solution. This RFP focuses on supporting a complete turnkey installation that meets all operational requirements and includes specifications for not only interconnected systems but truly interoperable Systems. Lexington 911 seeks a solution that provides us the ability to log requests for emergency assistance and all related data such as location information and callback numbers from the public, then process and share the information obtained in those requests both during and after a call for service (CFS) has ended for quality control, liability, and investigative purposes.

General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations.

Each point-by-point response from the bidder must be answered with one of the following responses:

Comply – The proposed solution will fully meet the requirement(s), functionality is currently supported in the current product software release.

Exception – The proposed solution complies partially with this requirement; with exceptions explained in detail. If a vendor takes exception but an alternative to the requirement is recommended, the alternative must be explained, and any cost identified. Exceptions will be evaluated and considered but are not necessarily acceptable solutions to the requirement as expressed nor are they automatic disqualifications.

Does not Comply – The proposed solution does not fully comply with this requirement.

Vendor Response / Explanation – All responses require a detailed explanation of the vendor's answer.

Respondents must complete and return the entire RFP packet. Once all packets have been received, opened, and recorded, a team representing Lexington's stakeholder divisions will evaluate the information provided and make a recommendation to the purchasing authority. Lexington shall be the sole judge in determining how the evaluation process shall be conducted and what vendors shall be considered. Lexington may conduct such investigations, as it considers necessary, to assist in the evaluation of vendor-provided information to establish the responsibility, qualifications, and financial ability of any potential vendor. Vendors are expected to put forth their "best and final" pricing as a component of this bid. While price will not be the only factor considered in selecting a vendor, cost to the organization is a critical factor. Lexington reserves the right to reject any and all Proposals, in part or in whole, and to award to the most responsive and responsible firms as deemed in the best interests of the Agency; further, the right is reserved to waive any formalities or informalities contained in said proposals. All proposals and copies thereof are to be prepared and submitted at the submitter's expense. Also note, upon submittal to Lexington, the proposals may become a public record and are subject to the Agency's FOIA guidelines. The respondent may request certain sections of the response that contain proprietary business intelligence or system technical details be redacted if such redaction is allowed under agency policy and governing law.

Operational Details

Current Technology in use:

Tait Core P25 Radio System	Evidence.com
Avtec Dispatch Consoles	Tyler Technologies – Enterprise CAD
Solacom Guardian 911 Call Handling	Avaya IP Phon System (Admin)
PowerPhone EMD	

Public Safety Operations Center (PSOC)

The primary LFUCG Facility involved in this project is the Public Safety Operations Center (PSOC) located at 115 Cisco Rd, Lexington, Kentucky. This location serves as the primary public safety answering point (PSAP) for 911, the emergency operations center (EOC), the administrative offices for 911, Emergency Management and LexCall/LexServe.

Core services for the Solacom Guardian 911 call handling and the Avaya IP phone system are also located in this facility. In addition to those core services, most of the recorded end user positions (911, LexCall, EOC) are in this facility with the remaining end user positions that will be recorded are at the Backup PSAP detailed below.

The primary 911 PSAP has 22 positions utilizing Solacom Guardian 911, Avaya IP desk phones, Avtec radio consoles with a mixture of hardware and software media workstations.

The EOC has 42 Avaya IP phone positions.

LexCall/LexServe has 15 softphone workstations on the Avaya system.

Lexington Police Headquarters (PDHQ)

Located at 150 E. Main Street Lexington Police Headquarters is also the location of the Backup PSAP. The remaining end user positions (22) for 911 are located within this facility.

Technical Requirements

Logging Recorder Redundancy and Backup

The logging recorder shall be equipped with built in redundancy so that no piece of information recorded is lost due to a hardware or software failure, proposers must describe in detail how the

redundancy is accomplished. In addition, the system will be equipped with a backup Master Control site, this site shall be a mirror of the primary Master control site including the centralized logging recorder. All information recorded at the primary location shall be recorded at the secondary location simultaneously. The Proposer must explain in detail how this will be accomplished.

The information logged at the primary and backup facilities shall be accessible from any of the management terminals at the different LFUCG PSAPs.

Logging Recorder Features and Performance Requirements

The following list represents the minimum functionality, performance, and quality requirements that shall be included in the logging recorder system. The list is not necessarily totally inclusive of all requirements since the supplier may offer additional functionality in its standard logging recorder offering. The following section briefly defines the required functionality, performance, and quality of the specific requirements in this list:

- High quality, reliability, and availability to meet 24/7/365 continuous duty public safety dispatch standards (e.g. redundant power supplies, redundant processors, etc.)
- Meets or exceeds all FCC, EIA/TIA, IEEE, NFPA and APCO standards
- Conform to local PSTN requirements as necessary
- Redundant and fault-tolerant configuration/network server(s) with mirrored databases
- Capability for any combination of client workstations to access the logging recorder simultaneously for real-time monitoring or historical playback
- Access workstations capable of running Microsoft Windows-based operating system and archiving to CD-R/W or DVD-R/W
- Multiple search and playback techniques: console position, subscriber/console unit ID and/or alias, emergency call, talkgroup, multigroup/announcement group, individual call, telephone interconnect call, encrypted call (as required), time/date, call length, channel resource, site resource, ANI/ALI data, annotations, etc.
- Capability to package a group of independent, specific calls into a consolidated call sequence for documenting/describing a situation or event
- Capability to activate data compression to maximize data storage
- System notification to user and network administrator that storage threshold close to being exceeded to prompt permanent archiving
- FIFO overwrite when storage threshold exceeded
- VOX-activation and/or ability to set audio level threshold for recorder activation to tailor recording style per channel/track
- Redundant 120 VAC/60 Hz power supplies for all common and core equipment
- Synchronized to master system clock
- Capable of logging any combination of system talkgroups and conventional resources
- Capability to annotate specific calls and/or call sequences using free text
- Capability to search based on call annotations for specific calls and/or call sequences
- Capability to add audible time/date stamping using a pre-recorded voice watermark

- User-friendly, field-reconfigurable independent GUI interface(s) for each lookup/playback position
- Password-protectable lookup/playback positions with comprehensive event log to note specific authorized user time/date usage
- Full interoperability between IP-based, digital trunked and conventional subsystems.
- Ability to encrypt/decrypt audio packets utilizing AES encryption
- Ability to search logged audio based on SUID/Talkgroup/Position
- Ability to stream audio (on a delay if desired) to an external source (i.e. web)
- Full audit log of user interactions with logger
- Instant Recall Recorder capability at all logged dispatch positions
- Capability to redact data necessary to respond to FOIA requests
- Ability to save any combination of logged data to evidence.com
- Single Sign On via SAML, ADFS, or equivalent claims-based provider
- Ability to download real-time event playback captured from multiple sources into a single playback stream

Logging Recorder Optional Features

The Proposer shall provide a detailed list and explanation of optional features for the logging recorder subsystem that can be supplied for review and understanding.

Detailed Cutover Plan

A detailed transition and cutover plan is required thirty days after the start of the contract.

Proposer's Responsibilities:

- Proposer will present a cutover plan for the LFUCG's approval.
- Plan shall cover proposed cutover timeline.
- Plan shall include LFUCG's requirement for accessing their existing logging recorder for at least 90 days. Both existing and the proposed new logging recorder(s) will be operating in parallel during this window.
- Plan shall cover procedures, Dispatch center/workstation migration, and fall-back plan.

LFUCG Responsibilities:

- Attend cutover meeting and approve the cutover plan.

Installation and Maintenance Manuals

The installation and maintenance manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All base station site/console interconnect wiring, console and auxiliary function wiring shall be customized and included as part of this manual and its attachments.

The maintenance manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired. The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and customized as-built drawings. Where applicable, such information also shall be supplied for any items furnished as part of the system but not manufactured by the Proposer. A quantity of three (3) installation/maintenance manuals shall be furnished in complete, bound paper format and three (3) in CD-ROM electronic format. These instruction books shall be available in a *.PDF (Portable Document Format) format to be read with the Adobe Acrobat Reader software. There shall be no restrictions or licensing requirements for information provided as reference or used for training purposes.

The logging recorder manufacturer (if other than the Proposer) shall maintain a complete set of original, customized LFUCG reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support will be available.

Prior to system acceptance and subject to field review, the Proposer shall provide customized "As-Built" drawings for the logging recorder subsystem equipment supplied in response to this specification. Three (3) sets of documents with reproducible drawings shall be supplied. There (3) CD-ROM copies shall be supplied with all as-built files provided in both original file format (e.g., MS-

Word, Excel, Visio, AutoCAD, etc.) and in *.PDF format (Portable Document Format). There shall be no restrictions or licensing requirements for information provided as reference or used for training.

Operational, Technical and User Training

The Proposer shall fully describe all proposed and available training courses. This shall include, at a minimum, classroom style instruction, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

The Proposer shall train LFUCG employees, LFUCG contractors, and LFUCG designees. The training shall include Logging recorder configuration and management. The Proposer shall permit videotaping of

training sessions for use within the LFUCG for re-fresher training. All written and presentation training materials shall become property of LFUCG.

Field Acceptance Testing

At the time that all equipment and subsystems are functioning as designed in the field, LFUCG shall inspect and witness the testing of the equipment as it is field-installed, cabled, tested, and burned-in per the agreed-upon field acceptance ATP. If the field ATP fails to meet LFUCG's expectations, another date for re-testing and customer witness shall be set to repeat the event solely at the Proposer's expense which includes all logistical costs to reproduce the field ATP. The LFUCG's team and system Proposer's representatives shall conduct these acceptance tests and inspections as defined.

The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the LFUCG for review and acceptance. The outstanding items shall be resolved within seven (7) business days and these items shall be re-tested at no additional expense to the LFUCG. If the outstanding items influence other previously performed tests, then re-testing of those tests also shall be included. Final acceptance of each individual subsystem shall include, but not be limited to, the list of tests and inspections contained in the following sections.

The acceptance testing for all systems shall consist of a series of tests, inspections, and verifications that demonstrate the functionality of the system provided and as specified in this document. The ATP shall cover all field testing procedures and those inspections that shall be made in order to show Proposer compliance to the solicitation specifications as well as define each and every required subsystem interface.

All system equipment that comprises the proposed network shall be configured and installed in a manner conducive of testing hardware and software prior to beginning the field ATP. All optimization procedures shall be executed prior to conducting the field ATP and the final as-built documentation shall be complete and ready for LFUCG review.

Warranty Maintenance and System Support

The Proposer guarantees that all equipment supplied pursuant to this solicitation will be new and of first quality throughout. The Proposer shall warrant that the System shall be free of Errors and Bugs. The system warranty shall commence on the day that the LFUCG grants final system acceptance. The Vendor shall provide the Services specified in Maintenance.

All items (material and labor) shall be warranted for a minimum of one (1) year after the date of final system acceptance, unless otherwise specified in the specification. This warranty shall include repair or advanced replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the LFUCG and the Proposer.

When parts under warranty are replaced, the LFUCG requires that the replacement part also be new and not factory-refurbished. The Proposer shall fully integrate and test all spare parts prior to final system

acceptance. No replacement parts shall be integrated that provide less functionality or diminished capacity than the original equipment to be replaced. A new twelve-month warranty period should begin when a new part is installed as a replacement to a defective part under warranty. All warranty and maintenance issues shall be tracked by the Proposer and its service organization using an electronic database that the LFUCG can query at any time.

Proposer support is defined as the ability of the Proposer to remedy to LFUCG satisfaction any hardware and/or software problem with any equipment and services provided as part of this offering. Proposer support shall take the form of a 24x7x365 technical support hotline, two-hour on-site response time, advanced board replacement, product engineering, field service technicians, and field engineering. Proposer support also requires the Proposer to be able to provide new and/or equivalent spare/replacement hardware and software equipment for the proposed offering for not less than four (4) years from the date of final system acceptance. Equivalent spare/replacement hardware and software provided during the entire support timeframe shall not necessitate any platform upgrade or subsystem reconfiguration.

System Software and Hardware Warranty

The equipment supplied pursuant to this solicitation and any subsequent agreement is warranted by the Proposer to be free from defects in materials, workmanship and otherwise for one year from final acceptance of the proposed system unless otherwise provided in this solicitation and any subsequent agreement.

The Proposer shall warrant that the system and each component of the system shall perform in strict accordance with the requirements of this solicitation and any subsequent agreement and shall be completely free of system defects, including latent defects for at least one year after the date of final system acceptance. Unless otherwise provided herein, all equipment shall be warranted for a period of one year after the date of final system acceptance. The warranty period for non-Proposer manufactured equipment is as specified by its manufacturer, but not less than one year after the date of final system acceptance. The Proposer maintains sole responsibility for settling and coordinating all warranty issues with OEM Proposers on behalf of LFUCG throughout the entire warranty and maintenance period.

The proposed system release/platform being offered shall not be the last of its type or version regarding future software and hardware compatibility. The next software release compatible with the system shall not require new hardware to support the existing functions of the system. If parallel system software development has been undertaken by the Proposer, and the software release in LFUCG's system is abandoned (no further development or support) or obsoleted, the Proposer shall completely upgrade LFUCG's system to the surviving software release at no expense to LFUCG.

At no additional cost to LFUCG, the Proposer shall provide and completely integrate all hardware, firmware, software releases or patches that are required to correct any latent functionality or software defect that may exist in the proposed system (including system failures resulting from software problems, functionality fixes, and software upgrades to LFUCG's system), for a four (4) year period from the date of final system acceptance. This responsibility is to include any upgrades to fixed network

equipment, and system management systems. For the life of the contract and the contract maintenance period, the Proposer shall provide, at a minimum, the opportunity to refresh software for all system equipment on a semi-annual basis to take advantage of enhancements and defect resolutions.

In the event a defect is found in another customer or field system that utilizes the same or similar release as LFUCG's system, the Proposer shall notify and advise LFUCG of the defect and when a new hardware, firmware, software release or patch will be available to correct the problem. At such time, LFUCG shall decide whether it will require an upgrade prior to observing the defect. Notification should occur regardless of whether LFUCG is currently affected by this defect. The Proposer shall be responsible for providing monthly product quality bulletins for all Proposer and OEM equipment and software contained in the proposed network in electronic fashion to LFUCG Project Manager and System Manager during the course of system implementation and the entirety of the warranty and contract maintenance phases.

The software release in LFUCG's system at the time of final system acceptance shall be the latest version available at the time of shipment from the Proposer's development and manufacturing facility. The Proposer assumes responsibility for all equipment and services to implement the latest system equipment software versions prior to final system acceptance. Under all warranties provided, all parts shall be replaced free of charge including labor. The Proposer may replace equipment, software, or components rather than repair them, at the Proposer's option.

Whenever defective work (and damage resulting from such a remedy) has been corrected, removed, or replaced under warranty, the warranty period with respect to such defective work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

Equipment Support

The Proposer shall warrant support in the form of replacement parts for all system hardware and software equipment for four (4) years from the last date of manufacture of the product. The Proposer shall use commercially reasonable efforts to identify and to obtain replacement parts to meet or exceed LFUCG's specific maintainability requirements. The Proposer shall electronically issue all product cancellation notices to LFUCG Project Manager and System Manager throughout the entire system implementation and maintenance periods. The Proposer shall provide product cancellation notices within two weeks of the official announcement. These cancellation notices serve the basis for the four (4) year support guarantee. The Proposer is responsible throughout the project implementation and contract maintenance period for remedying and re-designing, at no cost to LFUCG, any system design affected by the cancellation of equipment or software which reduces the four (4) year product support guarantee. Prior to final system acceptance, no equipment or software shall be included with the system offering that has been identified or announced for cancellation.

Spare Parts Inventory

The cost of replacement parts shall be quoted as part of the Proposer's proposal. Parts pricing shall be in the form of a standard discount from the OEM or Proposer's list price equivalent to those provided to

dealers or Proposer-authorized service shops. This discount level shall be part of the attached pricing sheets. The Proposer also shall provide a comprehensive pricing matrix or book defining the OEM and Proposer list prices for all relevant hardware and software for the proposed system platform. This comprehensive pricing matrix shall serve as the definitive ordering guide for all future system equipment purchases. The parts pricing level shall remain intact for a period not less than four years following final system acceptance.

Spare parts required for this system shall include sufficient parts, modules and components to restore the system to full redundancy during a system or subsystem failure. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. When not specifically addressed in this specification, the Proposer shall recommend and price accordingly the spares necessary to maintain the required availability levels for the various subsystems.

Warranty Maintenance Performance Levels

The Proposer shall provide all labor, parts, tools, and test equipment required for the maintenance of the system through the warranty period and any extensions thereof covered by a contracted maintenance agreement. The Proposer shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Proposer also shall provide information regarding key personnel; training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

The Proposer shall propose a yearly maintenance program for 3 years and to commence after the conclusion of the system warranty period. This maintenance plan shall include parts and labor; 24/7/365 infrastructure support; 2-hour response for Critical issues; 24-hour response for High Priority issues.

Severity Level, Problem Types

Critical - Response is provided continuously - Major System failure - Issues and problems that jeopardize or degrade any part of the System. - This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.

High Priority – Initial response during same standard business day - Significant System Impairment not to exceed 33% of system down - System problems presently being monitored - This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective

Non-critical - Intermittent system issues - Information questions - Upgrades/Preventative maintenance - This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue,

including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Proposals shall provide a complete description of the intended preventive maintenance methodology and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to LFUCG and the Proposer. The Proposer shall include in its proposal an example of an actual, completed preventive maintenance regimen representative of what will be provided with the proposed system and corresponding maintenance phases. The schedule shall be consistent with the operation requirements of LFUCG and shall be based upon the specific needs of the equipment being maintained.

The Proposer shall include in its proposal a description of any remote administration and maintenance service arrangements that will be provided with the proposed system. The qualifications and individual resumes (noting years of experience, training, schooling/degree, customer references, etc.) of all proposed maintenance service provider staff shall be provided in the Proposer's proposal response. All service providers may be required to submit to routine background investigations conducted by LFUCG to ensure system integrity in concert with security policies and initiatives. In the pricing response, the Proposer shall quote the annual costs for comprehensive, turnkey system maintenance for all proposed equipment for a period of three (3) years following final system acceptance noting all available discounts, incentives, and economies of scale. The Proposer also shall include a standard contractual service agreement and associated comprehensive, detailed statement of work with the maintenance quotation.

Maintenance Documentation

The Proposer shall furnish to LFUCG enough equipment and maintenance manuals and customized system drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the system, will be able to define its operations and perform corrective and preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, special tools/instruments and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under this solicitation and any resulting agreement. All documentation shall be specifically applicable and customized to the system, except documentation for standard issue equipment which may be standard issue documentation. The Proposer shall warrant that any inability of County or subcontracted technicians or engineers to perform corrective and preventive maintenance on the scheme caused in whole or in part by the Proposer's failure to provide accurate or sufficient information in provided manuals will cause the Proposer to be liable for damage if such failure results in damage to or interruption of the system.

Scoring Criteria

1. Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
4. Familiarity with the details of the project. 25 Points
5. Degree of local employment to be provided by the person or firm. 5 Points
6. Estimated Cost of Services. 15 Points

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) NELSON SYSTEMS, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 536 BRUNS LANE, SUITE 3 6 City, state, and ZIP code SPRINGFIELD, IL 62702 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
3	7	-	1	2	4	9	9	9	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Karen M. Clemens</i>	Date <i>5/2/24</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2024

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 TROXELL 214 South Grand Ave West Springfield IL 62704		CONTACT NAME: Kathleen Ohl PHONE (A/C, No, Ext): (217) 528-7533 E-MAIL ADDRESS: kohl@troxellins.com FAX (A/C, No): (217) 528-1041	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Ins Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2352443587**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			83SBAAS4ZNV	06/15/2023	06/15/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			83SBAAS4ZNV	06/15/2023	06/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			83SBAAS4ZNV	06/15/2023	06/15/2024	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$ 3,000,000				
	<input type="checkbox"/> CLAIMS-MADE		\$				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Proof of Insurance only

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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

Curtis Luken

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Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0584-24

File ID: 0584-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 06/03/2024

File Name: 24-0042 Create Positions - Emergency Services

Final Action:

Title: Authorization to create one (1) unclassified position of Mobile Crisis Responder (Grade 519N) in the Division of Fire & Emergency Services, effective upon passage of Council. The fiscal impact of this position is \$80,735.19 and is funded from the Kentucky Community Crisis CoResponder Grant through June 30, 2027. (L0584-24) (George/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 24-0042 (2), From To 24.0042, Fiscal Impact 24-0042, Ord 584-24 Create Mobile Crisis Responder 4871-1040-2501 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0584-24

Title

Authorization to create one (1) unclassified position of Mobile Crisis Responder (Grade 519N) in the Division of Fire & Emergency Services, effective upon passage of Council. The fiscal impact of this position is \$80,735.19 and is funded from the Kentucky Community Crisis CoResponder Grant through June 30, 2027. (L0584-24) (George/Hamilton)

Summary

Authorization to create one (1) unclassified position of Mobile Crisis Responder (Grade 519N) in the Division of Fire & Emergency Services, effective upon passage of Council. The fiscal impact of this position is \$80,735.19 and is funded from the Kentucky Community Crisis CoResponder Grant through June 30, 2027. (L0584-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law:

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: \$80,735.19

Annual Impact: \$

Project:

Activity:

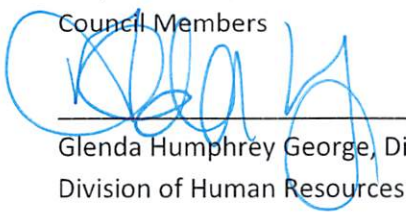
Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
 Sally Hamilton, Chief Administrative Officer
 Council Members

FROM: 
 Glenda Humphrey George, Director
 Division of Human Resources

DATE: May 29, 2024

SUBJECT: Create position – Division of Fire & Emergency Services

Request:

The attached action is requesting authorization to create one (1) unclassified position of Mobile Crisis Responder (Grade 519N) in the Division of Fire & Emergency Services, effective upon passage of Council.

Why are you requesting:

The Division of Fire & Emergency Services is requesting this position to serve as a behavioral health resource, accompanying first responders to assist community members facing crises, ensuring they receive the most suitable support.

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

The fiscal impact of this position is \$80,735.19 and is funded from the Kentucky Community Crisis CoResponder Grant through June 30, 2027.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Mobile Crisis Responder	\$0	\$57,143.84	\$57,143.84
Total Annual Impact/ Salary and Benefits \$80,735.19			



File Number: 0584.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 5/29/2024

Unclassified Civil Service

Changes From:

Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Name	Salary
Division of Fire and Emergency Services (570)							
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Changes To:

Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Name	Salary
Division of Fire and Emergency Services (570)							
570.026	1	TBD	519N	Mobile Crisis Responder	-----	-----	-----

Blue Sheet 24-0042

Fire & Emergency Services

Description		1 or -1	Hour Rate	63122 Base Comp	63511 Benefits Cost	63615 Other	63621 FICA	63622 Unemp	63624 Medicare	Employee Total Cost
					23.34% Pension	Fringe	6.20%	0.044%	1.45%	
Mobile Crisis Responder (Grade 519N)	Create	1.00	27.473	\$57,143.84	\$13,337.37	\$5,528.88	\$3,807.59	\$27.02	\$890.48	\$80,735.19
Pay Periods				\$57,143.84	\$13,337.37	\$5,528.88	\$3,807.59	\$27.02	\$890.48	\$80,735.19

Annual Cost: \$80,735.19

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF MOBILE CRISIS RESPONDER, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 –That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

570.026 1 TBD 519N Mobile Crisis Responder

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0584-24:GET:4871-1040-2501, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0585-24

File ID: 0585-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Emergency
Management-911

File Created: 06/03/2024

File Name: Address Changes 1st & 2nd Quarter-2024

Final Action:

Title: The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to change street names and/or individual numbers of addresses within the 2nd, 9th, 10th, and 11th Council District. 1875 Newtown Pike to 1850 Pisacano Drive, 1201 Greendale Rd. to 2445 Mulundy Way, 3211 Nicholasville Rd. to 101 Lexington Green Cir., 1016 S Broadway to 380 Virginia Ave., 152 Jefferson St. to 161 Bruce St., 1210 Red Mile Rd. to 751 Tattersalls Way, 544 S. Forbes Rd. to 1307 Versailles Rd., 2160 Versailles Rd. to 988 Mason Headley Rd.

Notes:

Sponsors:

Enactment Date:

Attachments: Memo 1st and 2nd Quarter change 2024, 1st 2nd
Quarter Resolution Draft, Copy of 1st 2nd Quarter
Law List, 0585-24 1 & 2 qtr changes -911 - pisacano
park 4871-3111-8276 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Robin Burke

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0585-24

Title

The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to change street names and/or individual numbers of addresses within the 2nd, 9th, 10th, and 11th Council District. 1875 Newtown Pike to 1850 Pisacano Drive, 1201 Greendale Rd. to 2445 Mulundy Way, 3211 Nicholasville Rd. to 101 Lexington Green Cir., 1016 S Broadway to 380 Virginia Ave., 152 Jefferson St. to 161 Bruce St., 1210 Red Mile Rd. to 751 Tattersalls Way, 544 S. Forbes Rd. to 1307 Versailles Rd., 2160 Versailles Rd. to 988 Mason Headley Rd.

Summary

The Division of E911 needs this action completed because the street name and/or number changes are necessary to ensure the proper operation of the Enhanced 9-1-1 system. The corrections eliminate confusing, duplicate and/or improperly named and numbered addresses in Fayette County.

Budgetary Implications: No

Advance Document Review:

Law: {Yes, Completed by [Michael Sanner]}

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

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: **\$0.00**

Annual Impact: **\$0.00**

Project:

Activity:

Budget Reference:

Current Balance:

Linda Gorton
MAYOR



LEXINGTON

Jonelle Patton
DIRECTOR
ENHANCED 911

TO: Mayor Linda Gorton
Council Members

FROM: Jonelle Patton, Director
Lexington Enhanced 911

DATE: June 3, 2024

SUBJECT: E911 Quarterly Address Changes

Request:

The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to change street names and/or individual numbers of addresses within the 2nd, 9th, 10th and 11th Council Districts.

Why are you requesting?

The Division of E911 needs this action completed because the street name and/or number changes are necessary to ensure the proper operation of the Enhanced 9-1-1 system. The corrections eliminate confusing, duplicate and/or improperly named and numbered addresses in Fayette County.

What are the costs in this budget year and future budget years?

N/A

Are the funds budgeted?

N/A

File Number: 0585-24



RESOLUTION NO. _____ - 2024

A RESOLUTION CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBER OF 1875 NEWTON PIKE TO 1850 PISACANO Drive, 3211 NICHOLASVILLE ROAD TO 101 LEXINGTON GREEN CIRCLE, 1016 S BROADWAY TO 380 VIRGINIA AVENUE, 152 JEFFERSON STREET TO 161 BRUCE STREET, 1210 RED MILE ROAD TO 751 TATTERSALLS WAY, 544 S FORBES ROAD TO 1307 VERSAILLES ROAD AND 2160 VERSAILLES ROAD TO 988 MASON HEADLEY ROAD, ALL EFFECTIVE THIRTY (30) DAYS FROM PASSAGE.

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly it is imperative that street names and property addresses conform to the standards established in Section 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, various street names and property addresses located in several Council Districts do not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 –That the street name and property address number of the following property be and hereby is changed as follows:

- (a) Newtown Pike: That the name of Newtown Pike located at 1875 is changed to Pisacano Park and the following number change is made:

Current

New

1875 Newtown Pike

1850 Pisacano Park

- (b) Nicholasville Road: That the name of Nicholasville Road located at 3211 is changed to Lexington Green Circle and the following number change is made:

Current

3211 Nicholasville Road

New

101 Lexington Green Circle

- (c) S Broadway: That the name of S Broadway located at 1016 is changed to Virginia Avenue and the following number change is made:

Current

1016 S Broadway

New

380 Virginia Avenue

- (d) Jefferson Street: That the name of Jefferson Street located at 152 is changed to Bruce Street and the following number change is made:

Current

152 Jefferson Street

New

161 Bruce Street

- (e) Red Mile Road: That the name of Red Mile Road located at 1210 is changed to Tattersalls Way and the following number change is made:

Current

1210 Red Mile Road

New

751 Tattersalls Way

- (f) S Forbes Road: That the name of S Forbes Road located at 544 is changed to Versailles Road and the following number change is made:

Current

544 S Forbes Road

New

1307 Versailles Road

- (g) Versailles Road: That the name of Versailles Road located at 2160 is changed to Mason Headley Road and the following number change is made:

Current

2160 Versailles Road

New

988 Mason Headley Road

Section 2 - That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0612-22:MRS:X:\Cases\911\22-LE0003\LEG\00759512.DOCX
4871-3111-8276, v. 1

Law Department List For: 5/28/2024

ID	OLD ADDRESS					NEW ADDRESS					AKA Address
	Num	Dir	Street	Type	Unit	Num	Dir	Street	Type	Unit	
10206	1875		Newtown	Pike		1850		Pisacano	Drive		
10207	1201		Greendale	Rd		2445		Mulundy	Way		
10208	3211		Nicholasville	Rd		101		Lexington Green	Cir		
10209	1016	S	Broadway			380		Virginia	Ave		
10210	152		Jefferson	St		161		Bruce	St		
10211	1210		Red Mile	Rd		751		Tattersalls	Way		
10212	544	S	Forbes	Rd		1307		Versailles	Rd		
10213	2160		Versailles	Rd		988		Mason Headley	Rd		

Council

2
2
9
10
11
11
11
11

RESOLUTION NO. _____ - 2024

A RESOLUTION CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBER OF 1875 NEWTON PIKE TO 1850 PISACANO DRIVE, 3211 NICHOLASVILLE ROAD TO 101 LEXINGTON GREEN CIRCLE, 1016 S BROADWAY TO 380 VIRGINIA AVENUE, 152 JEFFERSON STREET TO 161 BRUCE STREET, 1210 RED MILE ROAD TO 751 TATTERSALLS WAY, 544 S FORBES ROAD TO 1307 VERSAILLES ROAD AND 2160 VERSAILLES ROAD TO 988 MASON HEADLEY ROAD, ALL EFFECTIVE THIRTY (30) DAYS FROM PASSAGE.

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly it is imperative that street names and property addresses conform to the standards established in Sections 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, various street names and property addresses located in several Council Districts do not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 –That the street name and property address number of the following property be and hereby is changed as follows:

- (a) Newtown Pike: That the name of Newtown Pike located at 1875 is changed to Pisacano Drive and the following number change is made:

<u>Current</u>	<u>New</u>
1875 Newtown Pike	1850 Pisacano Drive

- (b) Nicholasville Road: That the name of Nicholasville Road located at 3211 is changed to Lexington Green Circle and the following number change is made:

<u>Current</u>	<u>New</u>
3211 Nicholasville Road	101 Lexington Green Circle

- (c) S Broadway: That the name of S Broadway located at 1016 is changed to Virginia Avenue and the following number change is made:

<u>Current</u>	<u>New</u>
1016 S Broadway	380 Virginia Avenue

- (d) Jefferson Street: That the name of Jefferson Street located at 152 is changed to Bruce Street and the following number change is made:

<u>Current</u>	<u>New</u>
152 Jefferson Street	161 Bruce Street

- (e) Red Mile Road: That the name of Red Mile Road located at 1210 is changed to Tattersalls Way and the following number change is made:

<u>Current</u>	<u>New</u>
1210 Red Mile Road	751 Tattersalls Way

- (f) S Forbes Road: That the name of S Forbes Road located at 544 is changed to Versailles Road and the following number change is made:

<u>Current</u>	<u>New</u>
544 S Forbes Road	1307 Versailles Road

- (g) Versailles Road: That the name of Versailles Road located at 2160 is changed to Mason Headley Road and the following number change is made:

<u>Current</u>	<u>New</u>
2160 Versailles Road	988 Mason Headley Road

Section 2 - That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0585-24:MRS:4871-3111-8276, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0586-24

File ID: 0586-24

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 06/03/2024

File Name: Request Council authorization to award the Complete
Streets Design Manual project to Toole Design
Group, LLC at a cost not to exceed \$450,000.

Final Action:

Title: Authorization to execute a Consultant Services Agreement, pursuant to
RFP No. 9-2024, and award the Complete Streets Design Manual project
to Toole Design Group, LLC at a cost not to exceed \$450,000. Federal
funds of \$360,000 and local matching funds of \$90,000 are budgeted.
(L0586-24) (Duncan/Horn)

Notes:

Sponsors:

Enactment Date:

Attachments: 24 - Blue Sheet Memo Toole_MOA,
SPA.00203.00_Consultant Services Agreement for
CS Design Manual 4869-0778-0535 v.1, Exhibit A
RFP Pkg 9-2024, Exhibit B Consultant Response,
Exhibit C Amended Scope of Work

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0586-24

Title

Authorization to execute a Consultant Services Agreement, pursuant to RFP No. 9-2024, and award the Complete Streets Design Manual project to Toole Design Group, LLC at a cost not to exceed \$450,000. Federal funds of \$360,000 and local matching funds of \$90,000 are budgeted. (L0586-24) (Duncan/Horn)

Summary

Authorization to execute a Consultant Services Agreement, pursuant to RFP No. 9-2024, and award the Complete Streets Design Manual project to Toole Design Group, LLC at a

cost not to exceed \$450,000. Federal funds of \$360,000 and local matching funds of \$90,000 are budgeted. (L0586-24) (Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 5/31/2024

Risk Management: N/A

Fully Budgeted: Yes and BA 13129 is in process.

Account Number: 3160-160705-0001-71299

This Fiscal Year Impact: \$450,000

Annual Impact: \$0

Project: COMPLETE_ST_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: MAY 31, 2024

SUBJECT: Execute Consultant Services Agreement and Award Complete Streets Design Manual to Toole Design Group, LLC (RFP 9-2024)

Request: Council authorization to execute Consultant Services Agreement and award the Complete Streets Design Manual project to Toole Design Group, LLC at a cost not to exceed \$450,000.

Purpose of Request: In December 2022, LFUCG adopted a Complete Streets Policy directing LFUCG to utilize best-practices Complete Streets design principles and standards when reconstructing streets, building new streets, and maintaining existing streets. The Complete Street Design Manual will integrate the LFUCG Roadway Manual, Subdivision/Zoning Regulations, and Traffic Management Program Guide into a Complete Streets Design Manual that aligns with current best-practices.

On January 16, 2024, the LFUCG issued RFP #9-2024 seeking proposals from qualified professional engineering, planning, and urban design firms to develop the LFUCG Complete Streets Design Manual. Three (3) proposals were submitted in response. The Selection Committee recommended Toole Design Group, LLC as the most qualified consultant to conduct the Scope of Work as outlined in the RFP and further detailed in the consultant's response.

Cost in this Budget year and future budget years: Total cost in FY24 is \$450,000 (\$360,000 in federal funds and \$90,000 in local match.) There are no anticipated planning costs in future budget years.

Are the funds budgeted? Yes, 3160-160705-0001-71299 COMPLETE_ST_2024 FED_GRANT

File Number: 0586-24

Director/Commissioner: Duncan/Horn



CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and TOOLE DESIGN GROUP, LLC (**CONSULTANT**). **OWNER** intends to proceed with the Lexington Complete Streets Design Manual in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional engineering, planning and urban design services for the city as contemplated in the **OWNER's** Request for Proposal No. 9-2024. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional planning services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 9-2024.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional engineering, planning and urban design representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated which include engineering, planning and urban design incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 9-2024 (Exhibit "A"); Consultant's Response dated February 12, 2024 (Exhibit "B"); and Amended Scope of Work to Consultant Response (Exhibit "C").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 9-2024 (Exhibit "A"), followed by the provisions of Amended Scope of Work (Exhibit "C"), followed by the provisions of the Consultant's Response, (Exhibit "B"), in that order

After written authorization to proceed with the Project, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", prepare/perform all required deliverables listed in the Request for Proposal and Amended Scope of Work (Exhibit "C").

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 9-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project. **CONSULTANT** shall be able to reasonably rely on all information furnished by **OWNER**.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. **CONSULTANT** shall commence services no later than July 1, 2024 and shall complete the "Amended Scope of Work" on or before June 30, 2026. See Exhibit "C" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. **CONSULTANT** reserves the right to escalate rates annually on or around April 1st, but the total amount paid pursuant to this Agreement shall not exceed the amounts stated in Section 5 of this Agreement

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding \$450,000. The **CONSULTANT** will provide services outlined in the Exhibit C.

5.2 Times of Payment.

5.2.1 CONSULTANT shall submit monthly statements for Basic Services, billing on a percentage complete by task basis. The total amount paid to **CONSULTANT** for the Basic Services shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) for all tasks in Exhibit C. **CONSULTANT** understands that the Subdivision Regulations Update and Complete Streets Design Manual, identified as deliverables No. 5 and 6 respectively in Exhibit C, attached hereto, are key components of the Basic Services. **CONSULTANT** also understands and agrees the total amount paid by **OWNER** to **CONSULTANT** shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), unless and until the **CONSULTANT** provides a complete first draft of the Subdivision Regulations Update. **CONSULTANT** also understands and agrees the total amount paid by **OWNER** to **CONSULTANT** shall not exceed Three Hundred Ninety Thousand Dollars (\$390,000.00), unless and until the **CONSULTANT** provides a complete first draft of the Complete Streets Design Manual. The **CONSULTANT** also understands and agrees that the amount paid by **OWNER** to **CONSULTANT** shall not exceed Four Hundred Twenty Thousand Dollars (\$420,000.00), unless and until the **CONSULTANT** provides a revised draft of the Complete Streets Design Manual. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment. Should **OWNER** fail to make timely payment, **CONSULTANT** reserves the right to stop work until payment is received.

5.3 Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) business days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure or substantially begin to cure such default within the ten (10) business day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) business days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. Ownership shall not extend to **CONSULTANT'S** underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within **CONSULTANT'S** deliverables thereto belonging to **CONSULTANT** shall remain the property of **CONSULTANT** unless otherwise indicated in the scope of services. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

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

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

6.4. Successors and Assigns.

6.4.1. CONSULTANT binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement. Consent to subletting or assigning shall not be unreasonably withheld.

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

6.5 Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Division of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from a breach of the above-mentioned standard of care by the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, in its professional judgement, the information is accurate.

6.7. Security Clause.

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

6.8. Access to Records.

The **CONSULTANTS** and his sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested.

6.9 Indemnification and Hold Harmless Provision.

It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter “**CONSULTANT**”) 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.

CONSULTANT shall indemnify, save, hold harmless and defend the **OWNER** and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter “**OWNER**”) 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 **CONSULTANT**’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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

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

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

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

OWNER is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.10 Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 09-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein. To the extent the provisions of the RFP conflict with the terms of this Agreement, the terms of this Agreement shall control.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

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

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
LINDA GORTON, MAYOR

Date: _____

ATTEST:

ABIGAIL ALLAN, COUNCIL CLERK

CONSULTANT (TOOLE DESIGN GROUP, LLC):

Signature: _____

Printed Name: _____

Position: _____

Date: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

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

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KY
4875-6302-1507, v. 1



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #9-2024 Complete Streets Design Manual** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 12, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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

Signature

Date

SELECTION CRITERIA:

Selection Criteria.

1. Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. 30 points
2. Familiarity with the details of the project and proposed approaches for providing required services. 40 points
3. Professionalism of the written proposal. 20 points
4. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. 10 points

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, _____, 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

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																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



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

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

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

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

Company

Company Representative

Date

Title



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

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
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



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business’s quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

Complete Streets Design Manual

Scope of Services

Project Purpose

In December 2022, the Lexington-Fayette Urban County Government (LFUCG) adopted a Complete Streets Policy that commits LFUCG to plan, design, build and maintain a more sustainable and accessible multi-modal transportation system that comfortably and safely accommodates users of all ages, abilities and modes of transportation. The Policy directs the city to use best-practice Complete Streets design principles and standards when reconstructing streets, building new streets, and maintaining existing streets.

Consulting services are requested to review, update and better integrate 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.

The adoption of a Vision Zero Policy for Lexington is also anticipated in the near future, thus the Manual should incorporate proven safety countermeasures and safety-based design approaches to reduce fatal and serious injury crashes. The goal to achieve Universal Design and to make bicycling, walking and public transit a desirable way to travel is also prominent within LFUCG's Complete Streets Policy and Lexington's Comprehensive Plan. Thus, the Manual should include guidelines and standards that will help accomplish these community goals.

Consultant Responsibilities

Desired consulting expertise and experience includes civil engineering, traffic engineering, landscape architecture, urban design, universal design and transportation safety. The team should demonstrate familiarity with Complete Streets design principles and standards and with building consensus among a broad range of stakeholders. The project is 80% funded with federal Surface Transportation Block Grant funding dedicated to the Lexington MPO Area (STBG-SLX) and 20% non-federal match by the LFUCG. Consultants are therefore required to be prequalified by the Kentucky Transportation Cabinet (KYTC) in Urban Street Design and Pedestrian & Bicycle Facility Planning & Design.

The consultant will conduct a thorough review of LFUCG's current standards to assess the strengths, weaknesses and gaps in relation to Complete Streets design principals, the Federal Highway Administration (FHWA) Safe Systems approach, and Universal Design to identify what new or revised standards are needed. Key benchmark standards include the National Association of City Transportation Officials (NACTO), Institute of Transportation Engineers (ITE) Walkable Urban Thoroughfares, and Public Right of Way Accessibility Guidelines (PROWAG).

The anticipated components of the Complete Streets Design Manual include a menu of intersection design standards and street cross-sections (with plan views as needed) to address multimodal comfort and safety for local, collector and arterial streets within Lexington-Fayette County, regardless of street or roadway ownership (private, public, local, state, etc). Design guidance shall consider adjacent land use, context and “place-type (see Placebuilder reference); traffic volume, speed and road classification. Standards for green infrastructure and streetscape elements shall also be provided. The Manual should address speed management design strategies for all road classifications, including arterials, and should identify required traffic calming features to be integrated in new and retrofitted local and collector streets. The Manual should be user-friendly in both digital and print format and should include visuals such as charts, renderings and photographs.

A wide range of professions and stakeholders will provide input to develop the Complete Streets Design Manual (see Key Stakeholders). The effort will require some level of public input and extensive consensus-building between multiple LFUCG departments, public and private utility companies, and private land developers. The Complete Streets Design Manual and Subdivision Regulations will require approval of Lexington’s Planning Commission and Urban County Council and must comply with established public & stakeholder input and public hearing procedures. Presentations at stakeholder meetings and public hearings will be the responsibility of the consultant.

The consultant shall also build consensus and help LFUCG establish policies and procedures for decision-making, design review and approval for private projects and public projects. For public projects this shall include procedures for project scoping & visioning, public input, multi-disciplinary stakeholder input and coordination, evaluating trade-offs, and design decision-making.

Complete Streets Design Manual Components

It is anticipated that the Manual will provide guidelines, specifications and standard drawings to enhance safety and comfort for all users with an overarching emphasis on encouraging biking, walking and public transit use. The manual should include the following elements, however, LFUCG will rely on the consultant to recommend final Manual components. Design guidelines for arterial streets that are included within the LFUCG’s Complete Streets Design Manual should align with KYTC’s Complete Streets Design Manual to the greatest extent possible.

- Guidance on street types and/or street classifications and context-based design considerations (including design speed and design vehicle)
- Cross-sections for local, collector and arterial streets (plan views as needed)
- Bicycle, pedestrian and transit facility standards, including supporting streetscape elements
- Vehicular lane standards (including parking lanes, buses lanes/pull offs)
- Emergency response and large vehicle considerations

- Curbside management considerations
- Intersection design & transitions
 - Intersection design guidance for all intersecting street types and/or classifications (local/local, local/collector, local/arterial, collector/collector, collector/arterial, arterial/arterial, etc) with a focus on multimodal safety and walkability.
 - Traffic control (including traditional intersections/signals, roundabouts, traffic circles, Restricted Crossing U-turns, other innovative designs, etc).
 - ADA & Universal Design standards
 - turn lanes
 - channelization
 - decel lanes / tapers
 - grades/curvature/slope
 - curb radii
 - intersection sight distance
- Access/spacing standards (driveways, intersections, signal spacing, etc)
- Preferred and/or required speed management/traffic calming features for all road types
- Green infrastructure including street trees, planting strips, medians, landscaping and storm water management (cross-referencing LFUCG's related manuals).
- Roadway lighting, including pedestrian-scale lighting
- Utility placement standards
- Roadway technical design specifications
 - horizontal & vertical alignment
 - grades
 - sight distance
 - pavement/base

KEY STAKEHOLDERS

- Municipal roadway owners, operators and maintenance agencies including LFUCG Engineering, Traffic Engineering, Streets & Roads, Water Quality (Storm & Sanitary), Environmental Services (Street Trees & Maintenance), Parks & Recreation (Maintenance), Planning
- KY Transportation Cabinet (regarding standards and guidelines that LFUCG desires to be applied to state-owned roadways within Lexington-Fayette County).
- Large vehicle operators including Lextran, Fayette County Public Schools, Fire & Emergency Response, Waste Management, Freight & Delivery providers
- Policy makers including the LFUCG Administration, Planning Commission and Urban County Council.
- Private and public utility companies
- Private land developers

- Individuals and groups that advocate or have professional expertise in fields such as public health, sustainability, equity, accessibility, aging and disability
- General public and transportation users including motorists, transit users, pedestrians, bicyclists

PROJECT OVERSIGHT

The Division of Planning will be the primary project contact and will facilitate close coordination with other LFUCG divisions and departments. A small staff committee with a representative from Planning, Engineering and Traffic Engineering will meet regularly to guide project development and work products.

SCHEDULE

Notice to proceed anticipated in April/May of 2024 with a desired completion date of June 2025, inclusive of formal adoption by the Planning Commission and Urban County Council. The Consultant shall provide a preliminary project schedule indicating deadlines, interim and final deliverables.

RELEVANT LFUCG RESOURCES

[Roadway Design Manual](#)
[Neighborhood Traffic Management Program Guide](#)
[Subdivision Regulations](#)
[Imagine Lexington 2045 \(Comprehensive Plan\)](#)
[Placebuilder](#)
[Complete Streets Policy](#)
[Complete Streets Action Plan](#)
[Safety Action Plan](#)

DELIVERABLES

- A final digital Manual including the PDF file and packaged InDesign file (or other publishing program if used). Include a folder with full resolution diagrams, charts, tables, and all other imagery used in the final product. Include design files for any standard drawings in a DGN or DWG format.
- Web-based interactive version of the Manual that is easy to search, navigate and cross-reference (format to be negotiated with client).
- An executed comprehensive stakeholder engagement plan that includes a wide diversity of professions and perspectives. Stakeholder meeting summaries should be provided noting where consensus was reached on design criteria, or if there were dissenting parties, and the extent to which their concerns were addressed in the final manual.

- LFUCG approved procedure for decision-making, design review and approval for all private projects and public projects that impact the public right of way.
- Presentations to the Planning Commission and Urban County Council (minimum of 4 presentations).
- Full resolution digital copies of any public display materials or presentations in relation to the project.

FEES & METHOD OF PAYMENT

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant's estimate of the portion of the total services completed during the billing period. Each invoice shall be accompanied by a narrative progress report and estimated percentage of work completed. The LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment.

Regardless of the invoices submitted by the Consultant, the LFUCG shall not approve a greater percentage of payment than outlined in the following schedule, as based upon the completion schedule:

Submission of draft Manual	60%
Submission of revised draft Manual	90%
Submission of all final deliverables	100%

LFUCG may elect to negotiate additions to this outlined scope of work and related fees with the selected consultant if additional needs are identified during the consultant selection process and/or when developing the Complete Streets Design Manual. Services will be limited to work that is necessary to assist LFUCG in developing and implementing the Complete Streets design standards.

SUBMITTAL REQUIREMENTS

A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

- 1) Brief history of the consulting firm or firms on your team.
- 2) The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.
- 3) Why your team is best suited to develop the Complete Streets Design Manual. What unique ideas or experience does your team bring to the table?

- 4) Examples of projects of similar scope performed by the firm, with an emphasis on projects performed by the personnel that will be assigned to the project. Include project references.
- 5) Outline of the consulting team's project approach, project milestones, and a timeline for completing the project.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm or teams based on their qualifications, level of knowledge and experience working on projects of similar scope and scale. Selection criteria include:

- 1) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **30 points**
- 2) Familiarity with the details of the project and proposed approaches for providing required services. **40 points**
- 3) Professionalism of the written proposal. **20 points**
- 4) The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**

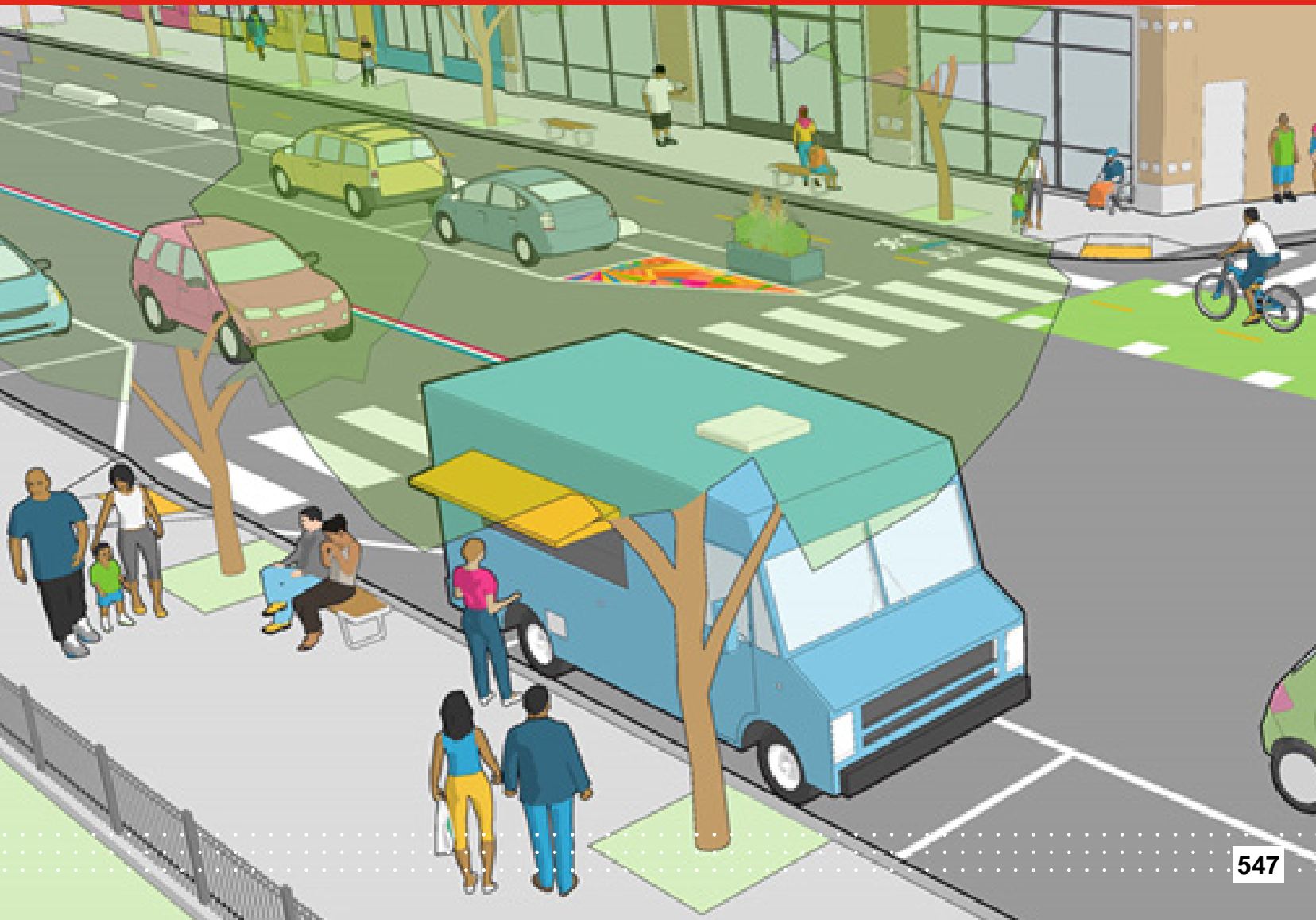
SUBMITTAL DEADLINE

Proposals are due February 12, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #9-2024

COMPLETE STREETS DESIGN MANUAL

February 12, 2024



February 12, 2024

Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, KY 40507

RE: RFP #9-2024—Complete Streets Design Manual

Dear Members of the Evaluation Committee:

Toole Design Group is pleased to submit our proposal for Lexington-Fayette Urban County Government's (LFUCG) Request for Proposals (RFP) to develop a Complete Streets Design Manual. LFUCG's commitment to people-focused transportation is impressive; your swift movement from Complete Streets Policy to Action Plan to Design Manual should be a model for other communities to follow. We are excited to partner with you to develop this important document that will further advance the implementation of Complete Streets in Lexington.

Toole Design is North America's leading planning, design, engineering, and landscape architecture firm specializing in Complete Streets. Our multidisciplinary team works to transform the public realm by focusing on people first. We place ethics, equity, and empathy at the core of all our work, and we are committed to delivering projects that enhance the dignity and quality of life for people by providing safe, accessible, and comfortable transportation choices for all.

At Toole Design, our planners and designers work at all scales, including corridors, neighborhoods, cities, counties, regions, and states. LFUCG will have access to our subject matter experts and industry leaders across the firm. We are ready to provide unparalleled responsiveness, quality, and professionalism. We have assembled a team of trusted professionals who will act as an extension of LFUCG staff to deliver the highest quality Complete Streets Design Manual.

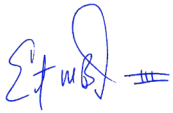
Ernie Boughman, AICP, Toole Design's Director of Operations for the Southern U.S., will lead our team as Project Manager. His work has enabled local communities and state departments of transportation to expand their perspective of what streets should and can be—multimodal public spaces that embrace community values and enhance the quality of place. **Addie Weber, AICP** will serve as Principal-in-Charge and will be responsible for monitoring Toole Design's performance on the project, working in close coordination with Ernie to ensure that the project remains on schedule and within budget. As Quality Assurance/Quality Control (QA/QC) Lead, **Jeremy Chrzan, PE, PTOE, LEED AP®** will coordinate all quality control activities on the project. Jeremy combines years of design and permitting experience with technical knowledge of design standards to identify key project issues and practical solutions for multiple modes of transportation, including motor vehicles, transit, pedestrians, and people on bicycles.

Our team understands the local context of the region while offering national expertise. Toole Design will be joined by our subconsultants, **TSW** and **The Traffic Group**, to provide a comprehensive and targeted Complete Streets vision, public engagement, urban design, and communication strategy. Having these firms on our team deepens our capacity to examine best practices in similar environments and target stakeholder engagement efforts to most effectively reach, receive input from, and build implementation support with the practitioners who are the primary audience for this planning effort.

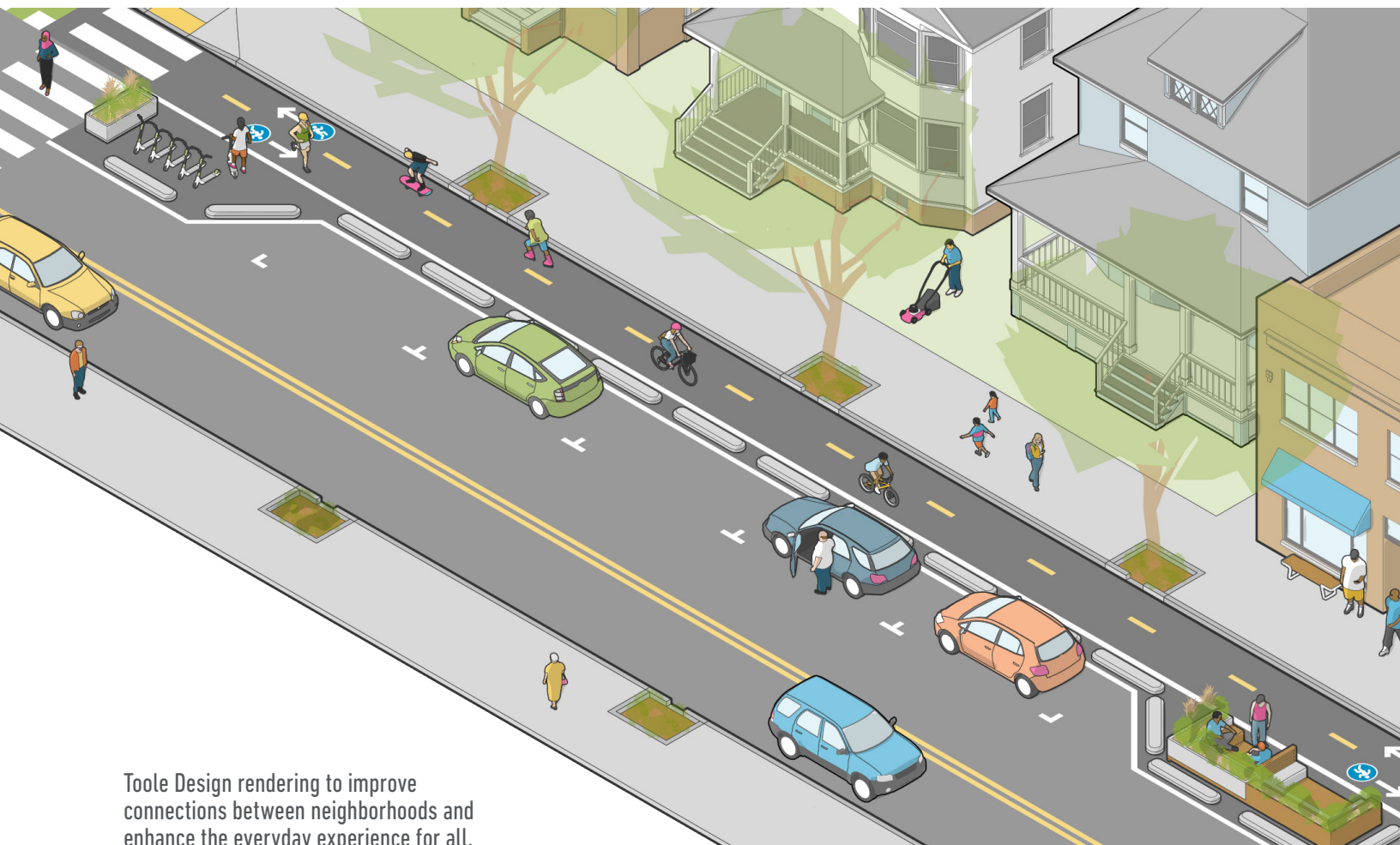
As a woman-owned business, Toole Design understands the importance of meaningfully engaging diverse business partners. We take pride in working with veteran, small, disadvantaged, and local firms who can complement our skills and contribute meaningfully to our projects. The Traffic Group, a firm we have a longstanding relationship with, is a certified Veteran-owned Business Enterprise (VBE), and we are recognized by LFUCG as a Woman-owned Business Enterprise (WBE). Toole Design pledges to meet or exceed all MWDBE and VBE goals for this project.

For any questions, please contact Project Manager Ernie Boughman at eboughman@tooledesign.com or 864.336.2276 x140. Thank you for considering our team.

Sincerely,



Ernie Boughman, AICP
Director of Operations, Southern U.S.



Toole Design rendering to improve connections between neighborhoods and enhance the everyday experience for all.

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QUALIFICATIONS, EXPERIENCE, AND TECHNICAL COMPETENCE

FIRM PROFILES

TOOLE DESIGN

Toole Design has been a leader in the Complete Streets movement since its beginning—we were among the first supporters of the Complete Streets Coalition in the early 2000s. We are nationally recognized for our work on Complete Streets design guidelines, and we have conducted data-driven analyses, developed concept plans, and prepared construction documents for hundreds of reimagined streets across North America.

Toole Design is the leading planning, engineering, and landscape architecture firm specializing in street design guidance. As a firm, our mission is to create livable communities where walking, bicycling, and taking transit are safe, convenient, and enjoyable for everyone. We focus on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality. Toole Design has developed guidance for numerous federal, state, and city agencies across North America, addressing multimodal level of service, street typologies, Green Streets elements,

OUR VALUES

At Toole Design, we center our work on values that create a more equitable society where everyone has safe and efficient access to jobs, services, shops, schools, and family and friends. The values that inspire and guide us are **ethics**, **equity**, and **empathy**, and we have woven these throughout our approach to this project. We use these values as a daily guide for how we perform our projects and how we engage with colleagues and clients. We are not content to follow warrants, models, and outdated formulas to unquestioningly perpetuate the status quo. Instead, we work with clients to articulate their end goals and then map out equitable pathways to align infrastructure spending, engagement strategies, and analysis methods to those goals.

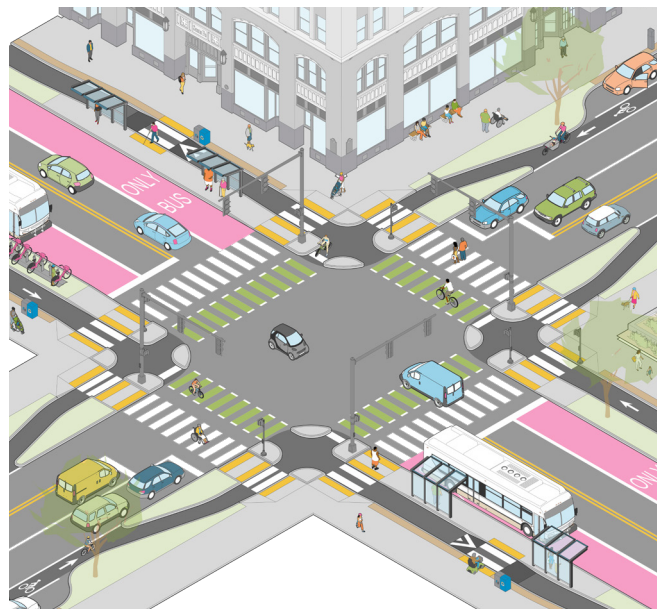
We believe the need to tackle environmental challenges of climate change, energy supply, and pollution is an ethical imperative.

the sidewalk realm, intersection design, street design to facilitate access to transit, bicycle facility design, smart street elements, emerging mobility, curbside management, utility location, implementation strategies, and many other topics. We are adept at developing illustrations, cross-sections, and detailed drawings that communicate technical requirements while also conveying the overall context and relationship of various street elements.

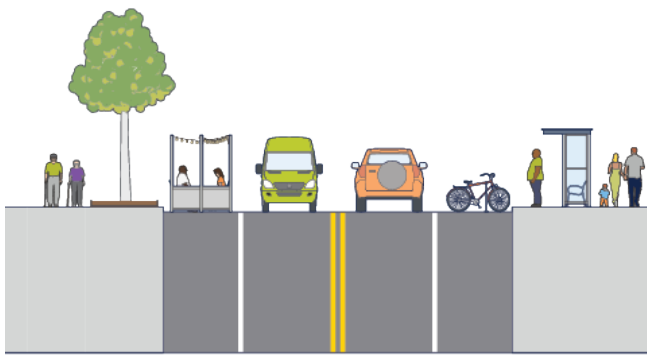
Toole Design ensures that our guidelines convey essential information in a uniform voice while remaining easy to understand. Our staff can develop a range of policies, guidelines, and standards. We will leverage our unique experience developing street and bikeway design guidance in places throughout North America.

Toole Design is at the forefront of transportation safety best practices. Our focus is to build human-centered spaces and streets. This means that the development of standards will be based in sound transportation planning and design principles.

The Toole Design Team and the staff we have proposed are local and national experts in developing design standards. We know what must be in design standards to ensure that planning concepts transform into infrastructure that considers accessibility, drainage, and sustainability.



Toole Design created renderings for the Providence Complete Streets and Urban Trail Plan. This project won the Outstanding Smart Growth Policy/Plan award for 2020 from GrowSmartRI.



Toole Design rendering created for the Denver Regional Council of Governments (DRCOG) egional Complete Streets Toolkit.

At Toole Design, technical staff and project managers report to Office Directors, who report to Regional Operations Directors. These regional directors report to the Executive Vice President and Chief Operating Officer, who in turn reports to the President of Toole Design.

TSW

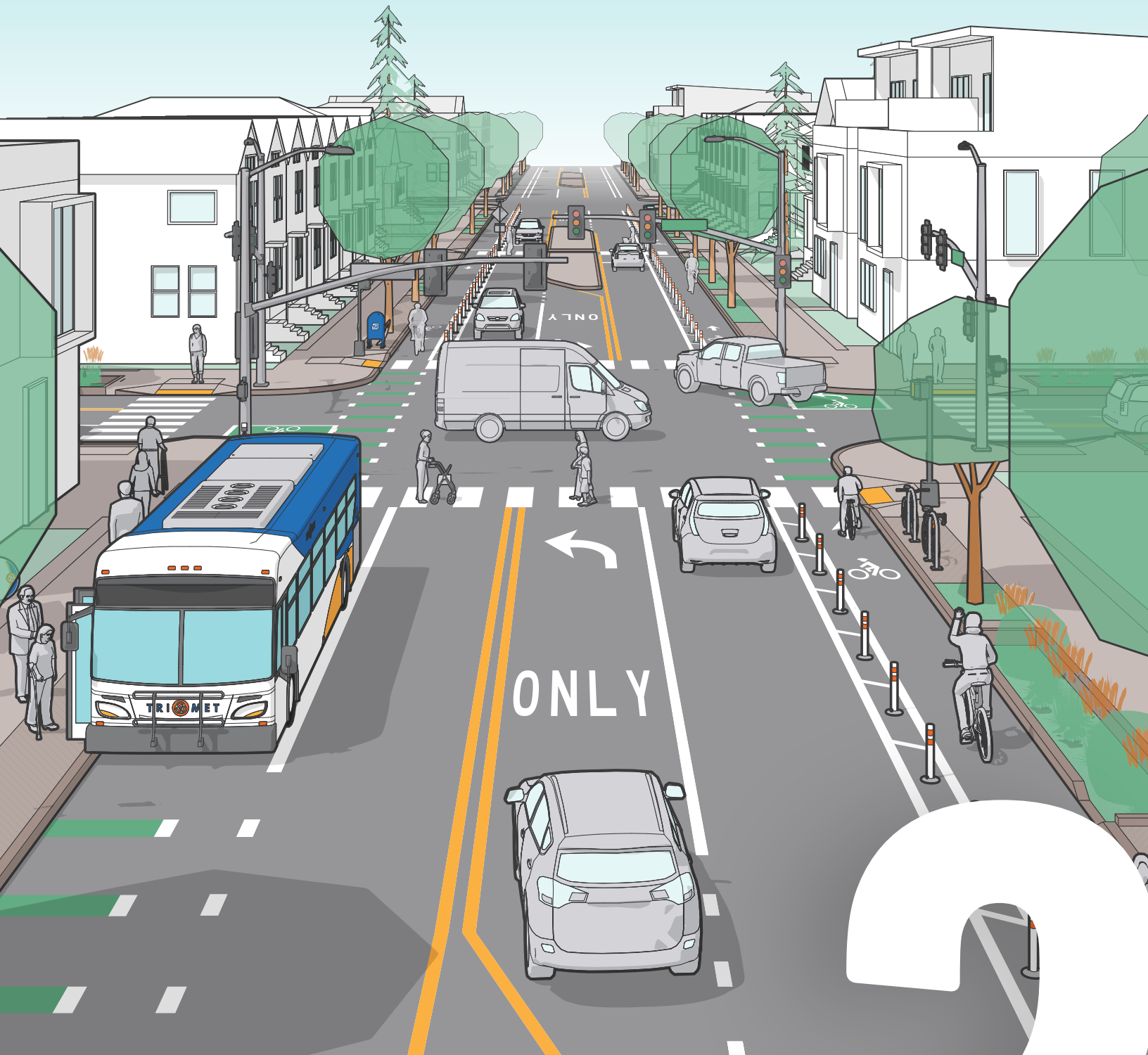
TSW is an award-winning planning, architecture, and landscape architecture firm founded in 1990 with offices throughout the South, including Lexington. TSW strives to improve lives and strengthen communities through livability and sustainability. TSW is a leader in the New Urbanist movement and employs a planning and design process that links traditional human-focused design principles with today's cultural and environmental needs. Sustainable design is an integral part of all TSW work, from the plan level to the individual building components, aiming to balance environmental, economic, and social benefits. TSW's staff members are LEED Accredited Professionals and their designs incorporate a range of ideas for progressive energy and resource saving solutions.

THE TRAFFIC GROUP

Established in 1985, The Traffic Group, Inc.—a CVE verified Service-Disabled Veteran-Owned Small Business (SDVOSB)—is one of the leading traffic engineering and transportation planning firms. Their professionals have spent decades analyzing traffic impacts, identifying system deficiencies, on- and off-site circulation issues, parking demands, multimodal transportation system conditions, safety assessments including Vision Zero, and more—delivering efficient and effective solutions with the best overall value. They are intimately familiar with the demands clients face and have adopted a proactive approach to developing real solutions to the problems clients encounter daily.

WHAT MAKES THE TOOLE DESIGN TEAM UNIQUE?

The process of developing Street Design Standards is nuanced, complex, and must satisfy many stakeholders. **Our team's abilities are rooted in great street, landscape, and urban design; these represent the core of our expertise rather than being an ancillary service area.**



PROJECT TEAM

ORGANIZATIONAL CHART

The organizational chart below illustrates our proposed approach to staffing the various elements of the LFUCG Complete Streets Design Manual. Resumes for key staff are on the following pages.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT		
PRINCIPAL-IN-CHARGE	PROJECT MANAGER	QA/QC LEAD
Addie Weber, AICP TD	Ernie Boughman, AICP TD	Jeremy Chrzan, PE, PTOE, LEED AP® TD
PROJECT STAFF		
COMPLETE STREETS Ernie Boughman, AICP TD Nathan Boone, PE, LEED AP® TD Andrea Ostrodka, AICP, LEED AP® TD Bert Kuyrkendall, PE, AICP TSW	UNIVERSAL DESIGN AND ACCESSIBILITY Brendetta Walker, PE TD Todd Edwards, PE TD Ashley Gunderson TD	SAFE SYSTEMS Jared Draper, AICP TD Byron Rushing TD
LAND USE AND CONTEXT SENSITIVITY Kevin Bacon, AIA, AICP, LEED AP® TD Samantha Castro, AICP, LEED ND TSW	TRAFFIC AND SIGNALIZATION Chris Puglisi, PE, RSP, TD Lucy Gibson, PE TD John Dirndorfer TTG Joseph Caloggero, PE, PTOE, PTP TTG	CURBSIDE MANAGEMENT AND MICROMOBILITY Adrian Witte, PE TD Hector Chang TD
GREEN INFRASTRUCTURE Sarah Johnson, PLA, AICP TD David Lintott, PLA, LEED AP® TSW	ENGAGEMENT Ernie Boughman, AICP TD Addie Weber, AICP TD Samantha Castro, AICP, LEED ND TSW Lakesha Dunbar TD	GRAPHIC DESIGN MANUAL Bonnie Moser TD Sarah Johnson, PLA, AICP TD Gabe Jenkins, ASLA TD Spencer Boomhower TD

TD Toole Design TSW TSW TTG The Traffic Group



It’s more important than ever that people have safe streets to enjoy. Photos taken in Lexington, KY by Toole Design staff.



ERNIE BOUGHMAN, AICP

PROJECT MANAGER

TOOLE DESIGN

PROFESSIONAL HIGHLIGHTS

Years of Experience: 29
Toole Design: 2013–Present
URS Corporation: 2007–2013
Parsons Brinckerhoff: 1998–2007

EDUCATION / CERTIFICATION

Master of City and
Regional Planning,
Clemson University: 1998

Bachelor of Science,
Architectural Design,
Clemson University: 1995

American Institute of
Certified Planners

APPOINTMENTS / AFFILIATIONS

American Planning Association

Ernie is Toole Design's Director of Operations for the Southern U.S. His work has enabled local communities and state departments of transportation to expand their perspective of what streets should and can be—multimodal public spaces that embrace community values and enhance quality of place. Ernie has provided leadership for the planning and design of transportation facilities that increase safety, comfort, and convenience for people driving cars, riding bikes, walking, and using transit, enabling people of all ages and abilities to harmoniously travel together. Ernie often provides instruction on the intersection between context-sensitive solutions and Complete Streets.

SELECTED PROJECT EXPERIENCE

Metroplan Multimodal Infrastructure Guidelines, Little Rock, AR

Ernie was the Project Manager for the creation of multimodal infrastructure guidelines that provide a uniform template for the design of transportation corridors throughout Central Arkansas. Metroplan, the region's MPO, desired to provide consistent guidelines that will assist Rock Region METRO, the regional transit agency, and local governments throughout the region in positioning primary corridors for transit service now and in the future. The final product is a graphically rich document filled with best practices for multimodal design in a variety of land use contexts.

GDOT Pedestrian and Streetscape Guide Update

As part of a multidisciplinary team, Ernie served as Project Manager for Toole Design's components of this design guide update. Originally published in 2003, the Georgia Department of Transportation (GDOT)'s Pedestrian and Streetscape Guide was in need of an update to provide the most relevant guidance. Ernie worked with the project's management team to direct literature review, best practice evaluation, style direction, graphics development, and content creation.

Northwest Arkansas Bike Infrastructure Plan,

Bentonville, Rogers, Springdale, and Fayetteville, AR

Ernie served as Project Manager for the creation of a bike infrastructure network in Northwest Arkansas. In 2015, the region completed a bicycle and pedestrian plan that included nearly 1,800 miles of bicycle facilities, but the communities within the region struggled to know where to start on implementation. The Bike Infrastructure Plan identifies 11 core projects and includes conceptual designs for each, as well as design guidelines for the region. The plan tees up world-class projects for implementation; in fact, Ernie is already overseeing the final design of several of these projects.



ADDIE WEBER, AICP

PRINCIPAL-IN-CHARGE

TOOLE DESIGN

PROFESSIONAL HIGHLIGHTS

Years of Experience: 24

Toole Design: 2017-Present

Jacobs Engineering: 2014-2017

Glatting Jackson/AECOM:
2004-2014

Urban Collage: 2003-2004

Cooper Carry: 2000-2003

EDUCATION / CERTIFICATION

Master of City and Regional
Planning, Georgia Institute of
Technology: 2004

Bachelor of Arts,
Design (Architecture),
Clemson University: 1999

American Institute of
Certified Planners

APPOINTMENTS / AFFILIATIONS

American Planning Association

Urban Land Institute

AWARDS

Award of Honor
Planning and Analysis,
FLASLA, Miami-Dade County
Ludlam Trail Design Guidelines
and Benefits Study: 2011

Planning with a Vision, Denver
Regional Council of Government
Award (3rd Place): 2010

ITE Best Project Award,
Route 31 Land Use and
Transportation Plan: 2009

Addie is an urban designer and planner with extensive experience leading and collaborating with multidisciplinary teams on numerous livable transportation projects. She has worked with a wide range of clients to develop community-supported, context-sensitive design solutions for suburban and urban environments. Her design perspective responds to the interconnected relationship between land use and transportation in transit station area planning, corridor redevelopment, strategic land planning, and small area plans.

SELECTED PROJECT EXPERIENCE

Montgomery County Curbless and Shared Streets Guide, Montgomery County, MD
Addie served as the Senior Urban Design providing expertise on developing shared and curbless street guidelines for Montgomery County. The goal of the guide is to provide planning, policy and design guidance for curbless and shared streets, and to be a supplement to their *Complete Streets Design Guide*.

GDOT Pedestrian and Streetscape Guide Update

Addie served as a Senior Transportation Planner, providing bicycle and pedestrian expertise on the update to GDOT's Pedestrian and Streetscape Guide. The goal of the guide is to incorporate changes in design and precedents since its creation in 2003. Addie worked with the team to determine content and identify the local and national precedents. She worked with stakeholders to understand their issues from implementation to design.

ARC Bicycle and Pedestrian Safety Action Plan and Complete Streets Workbook, Atlanta, GA

Addie worked with the Atlanta Regional Commission (ARC) on the development of its Bicycle and Pedestrian Safety Action Plan. This process included outreach to communities along three metro Atlanta corridors with a high volume of pedestrian and bicycle crashes. Addie worked with various community groups and neighborhood organizations to understand the barriers on these corridors. After the Plan was complete, Addie worked closely with ARC to develop a Complete Streets Workbook that answered questions to role of our streets and how decisions should be made to enhance our communities and make our streets safer and more walkable.

Peachtree Street Shared Space Study, Atlanta, GA

Addie was the Project Manager for the City of Atlanta's first shared space effort. This transformative project redesigned a portion of Peachtree Street Downtown as a shared space, one that will function for the next generation of mobility and public life—and put people first. Addie orchestrated a multidisciplinary team of planners, engineers, architects, and landscape architects to develop an illustrative concept plan, demonstration plan, and draft GDOT concept report. A robust public engagement and outreach effort was included to understand the needs of a diverse public.



JEREMY CHRZAN, PE, PTOE, LEED AP®

QA/QC LEAD

TOOLE DESIGN

PROFESSIONAL HIGHLIGHTS

Years of Experience: 25

Toole Design: 2014-Present

Pennoni Associates: 1999-2014

EDUCATION / CERTIFICATION

Bachelor and Master of Science,
Civil Engineering, Drexel
University: 2002

Professional Engineer: CA, CO,
CT, DC, DE, FL, GA, IN, MD, MN,
NJ, PA, TX, VA

Professional Traffic
Operations Engineer

LEED® Accredited Professional

NACTO Certified Trainer

AWARDS

ASCE Philadelphia Section
Young Civil Engineer of the
Year: 2012

Greater Valley Forge
Transportation Management
Association Top Travel Demand
Management Professionals
Under 40: 2014

APPOINTMENTS / AFFILIATIONS

American Society of Civil
Engineer - Committee on
Sustainability - Policy Chair

Association of Pedestrian and
Bicycle Professionals - Board of
Directors

Bicycle Coalition of Greater
Philadelphia

Washington Area Bicyclist
Association

Jeremy is a Professional Engineer with over 25 years of experience in transportation, municipal, and site engineering projects. His engineering background is varied, encompassing bicycle, pedestrian, highway, and roundabout design; green street projects; project management and permitting; traffic mitigation; stormwater management; erosion control; maintenance and protection of traffic; utility coordination; and construction oversight. Jeremy uses his technical knowledge of design standards, construction best practices, and quality control review to identify key project issues and identify viable engineering solutions. Jeremy combines years of design and permitting experience with technical knowledge of design standards to identify key project issues and practical solutions for multiple modes of transportation, including motor vehicles, mass transit, pedestrians, and people on bicycles.

SELECTED PROJECT EXPERIENCE

Charlottesville Streets That Work Street Design Guidelines, Charlottesville, VA

Jeremy served as a Senior Engineer for the revision of the Charlottesville Design Manual to address multimodal design issues. He authored specific sections of the manual related to design speed, design vehicles, lane widths, intersection design, driveways, pedestrian accessibility, and bicycle facility design. He led various discussions with the City to build consensus on the design details, and provided quality control support for the development of the manual.

Los Angeles Supplemental Street Design Guide, Los Angeles, CA

Jeremy served as a Senior Engineer for the development of the Los Angeles Bureau of Engineering's *Supplemental Street Design Guide* and Los Angeles Department of Transportation design details to address safety issues and accommodations for active transportation and traffic calming. Jeremy worked with both agencies to discuss best practices for design, and refined the guide's content to address specific concerns for Los Angeles streets. He was particularly involved in the consideration of ADA accommodations, grading, and drainage to demonstrate how to construct curb extensions, truck aprons, floating bus stops, and other street treatments.

Horizon Foundation Complete Streets Policy Initiative, Howard County, MD

Jeremy served as the engineer responsible for developing a maintenance of traffic plan and coordinating permits and police permission for a one-day community demonstration project to show the benefits and functionality of converting travel lanes on Little Patuxent Parkway to protected bicycle lanes. The project was in support of the Horizon Foundation's healthy lifestyles program aimed at formulating and passing a Complete Streets policy for Howard County.



NATHAN BOONE, PE, LEED AP®
ENGINEER
TOOLE DESIGN

Years of Experience: 18

Bachelor of Science, Civil Engineering

Professional Engineer: AL, AR, CO, IA, KS, NE, OH, SD, TX, WY

LEED Accredited Professional

Nathan is an engineer with extensive experience in recreation and city infrastructure improvement projects. He primarily focuses on street corridor studies and design, downtown revitalizations, trail planning and design, streetscapes, and asset management planning. His blended background in engineering and planning affords him the skillset to oversee all technical, administrative, and management aspects of projects from planning to construction management. Nathan understands the importance of community involvement and the value it brings to have the right people, at the right time, to the table to cultivate collaboration and progress for the communities in which we live, work, and play.

Citywide Street Condition Assessment and Improvement Plan Development, Crete, NE
Downtown Revitalization Improvements, Schuyler, NE



ANDREA OSTRODKA, AICP, LEED AP®
PLANNER
TOOLE DESIGN

Years of Experience: 23

Master of Urban and Regional Planning,

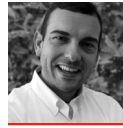
Bachelor of Arts, History and Environmental Studies

American Institute of Certified Planners

LEED Accredited Professional

Andrea is a collaborative and solutions-oriented transportation planner who serves as Toole Design's Transit Practice Lead. She has a unique collection of experience with transit and land use planning in both the public and private sectors, having served as the Director of Planning and Engineering for a regional transportation authority and a local government liaison for transportation issues. Andrea has seen a broad range of transportation initiatives through to implementation, proving her value on both project- and enterprise-level planning efforts.

Metroplan Multimodal Infrastructure Guidelines, Little Rock, AR
Major Transit Station Area Design Guidelines, Brampton, ON



KEVIN BACON, AIA, AICP, LEED AP®
URBAN DESIGNER
TOOLE DESIGN

Years of Experience: 21

Master of Architecture

Master of City and Regional Planning

Bachelor of Science, Architecture

Licensed Architect: GA

American Institute of Certified Planners

LEED Accredited Professional

Kevin is an experienced urban designer in both the private and public sectors. A registered architect and certified planner, he previously led the strategic alignment of all initiatives, programs, and special projects as Deputy Commissioner of the City of Atlanta Department of City Planning. This included a special focus on establishing processes by which work initiated in planning progresses to the design and construction of actual investments by the City. His true passion lies with the creation of exceptional public spaces for all people and the impact of those spaces on affordability, sustainability, and user experience.

Complete Streets for the Suburbs Workshop, Dunwoody, GA
Spartanburg County's Gateway Corridors Plan, Spartanburg, SC



SARAH JOHNSON, PLA, AICP
LANDSCAPE ARCHITECT
TOOLE DESIGN

Years of Experience: 9

Master of Landscape Architecture

Master of City and Regional Planning, Transportation Planning

Bachelor of Arts, Geography

Professional Landscape Architect: NC

American Institute of Certified Planners

Sarah draws on a broad range of experiences in landscape design and transportation planning, approaching her work through systems-thinking and a focus on serving all members of a community. She is adept at site analysis and community engagement, which makes her particularly skilled at identifying opportunities to accomplish multiple goals through place-based design. Her work includes streetscape concepts, pedestrian and bicycle facility design, small area plans, and construction documents.

Jamestown Comprehensive Bicycle and Pedestrian Plan, Jamestown, NC



BRENDETTA WALKER, PE
ENGINEER
TOOLE DESIGN

Years of Experience: 29
Master of Business Administration
Bachelor of Science, Civil Engineering
Professional Engineer: GA, FL, SC
Erosion Control Level II Certification

Brendetta is an engineer with experience in the planning, design, and construction of public and private infrastructure projects. She specializes in roadway design, with experience in geometric alignments, stormwater design and management, erosion control, signing and marking, maintenance of traffic, storm sewer design, utility relocation, bridge replacements, permitting, and construction support. Brendetta pairs project experience with technical knowledge of design standards and procedures to apply engineering principles in a manner that presents thoughtful solutions that address the needs of multiple modes of transportation facility users, ranging from vehicles, to pedestrians, to people riding bicycles.

Louis Stephens Drive Design, Cary, NC
West Main Street/Campbellton Road
Streetscape Enhancements, Fairburn, GA



TODD EDWARDS, PE
SENIOR ENGINEER
TOOLE DESIGN

Years of Experience: 26
Bachelor of Science, Civil Engineering
Professional Engineer: NC

Todd has both private and public engineering and project management experience. Todd led the bidding process for the annual construction efforts to implement concrete ramp and pedestrian refuge flatwork projects within the City. Within the private sector, Todd managed a team of engineers in the development of full construction plans for roadway projects driven by private development projects.

Bentonville Bond Project Review, Bentonville, AR
Cedar Creek Road Project, Youngsville, NC

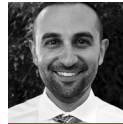


ASHLEY GUNDERSON
ENGINEER
TOOLE DESIGN

Years of Experience: 9
Bachelor of Science, Civil Engineering

Ashley is an engineer with experience bringing projects from concept to final design. She has worked on projects that include rapid implementation plans, corridor balancing for multimodal use, and intersection redesign with a focus on vulnerable users. With a background in project management for roadway construction, site layout, evaluation of pedestrian transportation facilities, and roadside safety, she brings a focused perspective to the design process. She has experience with roadway construction practices, erosion control, site analysis, layout and evaluation of roadway facilities, and production of cost estimates. Ashley has researched roadside safety conditions and campus accessibility for a variety of users. She has worked on the management and inspection of a variety of transportation construction projects.

Bentonville Bikeway Designs, Bentonville, AR
Denison Phase One Design, Denison, TX



CHRIS PUGLISI, PE, RSP₁
SENIOR ENGINEER
TOOLE DESIGN

Years of Experience: 16
Master of Science, Civil and Environmental Engineering
Bachelor of Science, Civil and Environmental Engineering
Professional Engineer: FL, GA
Road Safety Professional

Chris is a talented and experienced transportation engineer focused on innovative solutions to solve the needs, goals, and objectives of clients and stakeholders. His experience actively managing and maintaining traffic signals gives him insight into limitations and constraints of the innovative technology he recommends in design. Chris works in multidisciplinary teams and applies his experience to help influence design decisions to ensure safe pedestrian, bicycle, and transit operations at signalized intersections. He is effective in his communication regarding traffic signal design and operations to the design team, the client, and the public.

Berkeley Southside Complete Streets, Berkeley, CA
4th Street Bike Signal Design, San Jose, CA



LUCY GIBSON, PE
PRINCIPAL ENGINEER
TOOLE DESIGN

Years of Experience: 39
 Master of Science, Engineering Sciences
 Bachelor of Science, Civil Engineering
 Professional Engineer: ME, NH, VT

Lucy is a transportation engineer who has worked on projects across the country that focus planning and design of streets, corridors, and networks to make them safe and vibrant places. Her clients include cities, towns, government agencies, and non-profit organizations that share goals of safer, more efficient, and more enjoyable transportation networks. Her design work includes traffic and multimodal analysis of complex intersections and development of safe and intuitive designs for people walking and biking. She enjoys working both on bigger picture, regional planning efforts and smaller scale design projects that can make a difference to a community or neighborhood.

Complete Streets Prioritization Plan, Natick, MA
Naugatuck Transit-Oriented Development Traffic Analysis, Naugatuck, CT



LAKESHA DUNBAR
SENIOR PLANNER
TOOLE DESIGN

Years of Experience: 25
 Masters in Public Administration
 Bachelors of Science, Civil Engineering

Lakesha is a Senior Planner. Her work has been primarily with local governments and extends to regional, state, and private collaborations with a focus on the implementation of multimodal transportation. Lakesha brings a unique perspective to the field with her civil engineering education along with her transportation planning background. Her experience includes the implementation of bike and pedestrian plans; bike lane and traffic signal design; project budget and management; travel demand modeling; and long range transportation plan development and implementation, with an emphasis on congestion management and Title VI.

Northwest Arkansas Regional Commission Comprehensive Safety Action Plan, Bentonville, AR
Spartanburg County Safety Action Plan, Spartanburg, SC



JARED DRAPER, AICP
SENIOR PLANNER
TOOLE DESIGN

Years of Experience: 14
 Master of City and Regional Planning
 Bachelor of Arts, Spanish Language and Sociology
 American Institute of Certified Planners

Jared is a transportation planner with experience in bicycle and pedestrian planning and design research projects at the local, state, and international levels. His experience includes researching innovative methods and strategies to move from planning to design to construction. His work on the World Resource Institute's (WRI) Low Speed Zone Guide identified specific case studies around the world and developed graphics that clearly communicate countermeasures that may be applied to streets to reduce speed and improve safety.

ARC Bicycle and Pedestrian Safety Action Plan, Atlanta, GA
Northwest Arkansas Regional Commission Comprehensive Safety Action Plan, Bentonville, AR



BYRON RUSHING
SENIOR PLANNER
TOOLE DESIGN

Years of Experience: 18
 Master of City and Regional Planning
 Bachelor of Science, Political Science

Byron is a Senior Planner with both public and private sector experience in developing and implementing multimodal transportation plans, programs, and policies. He specializes in walking, bicycling, trails, and livable communities, especially around jurisdiction policies, public engagement, and facilitation. He has focused on regional issues around walking and bicycling plans, corridor studies, Safe Systems and Vision Zero implementation, and long-range transportation planning.

Atlanta Vision Zero Action Plan, Atlanta, GA
Northwest Arkansas Regional Commission Comprehensive Safety Action Plan, Bentonville, AR



ADRIAN WITTE, PE
SENIOR ENGINEER
TOOLE DESIGN

Years of Experience: 24
 Master of Science, Civil Engineering
 Bachelor of Engineering
 Professional Engineer: WA

Adrian is an engineer and Toole Design's New Mobility Practice Lead. He has extensive experience planning, designing, and implementing multimodal planning and design projects and has assisted over 75 communities to evaluate, design, and implement bikeshare, dockless micromobility, and emerging mobility programs. His work implementing shared micromobility systems has included roles in public and stakeholder education, working with potential sponsors, and garnering support from decision makers. With the emergence of dockless technologies and new mobility services, Adrian's role is to work with agency staff to assess the community's readiness and assist them in updating policies and on-the-ground infrastructure to support these programs.

Arvada Micromobility Pilot Program Evaluation,
 Arvada, CO
Hayward Micromobility Feasibility Study, Hayward, CA



HECTOR CHANG
PROJECT PLANNER
TOOLE DESIGN

Years of Experience: 9
 Bachelor of Science, Urban and Regional Studies

Hector is a planner with public and non-profit sector experience in active transportation and shared mobility projects. He has worked with communities in upstate New York to develop and evaluate bicycle and multi-use trail plans, equity-focused community outreach initiatives, and bikeshare and transportation demand management programs. Hector is equally comfortable working with numbers, words, and GIS, and especially enjoys working with stakeholders and the public to help realize their vision for a more just and sustainable transportation system in their communities.

Cleveland-Cuyahoga County Shared Micromobility Analysis, Cleveland, OH
George Mason Drive Multimodal Corridor Study,
 Arlington, VA



BONNIE MOSER
LANDSCAPE DESIGNER
TOOLE DESIGN

Years of Experience: 13
 Master of Landscape Architecture
 Bachelor of Science, Agriculture Education

Bonnie is a landscape designer who is passionate about creating strong, sustainable urban places. She has a wide variety of experience both in the Southeastern U.S. and internationally. Bonnie is extremely talented in developing visualization products to assist the public and key decision-makers in understanding the design intent of recommendations. She is adept at perspectives, SketchUp renderings, photo simulations, branding and marketing, and gateway and wayfinding signage.

GDOT Pedestrian and Streetscape Guide Update
AASHTO Guide for the Development of Bicycle Facilities



GABE JENKINS, ASLA
DESIGNER
TOOLE DESIGN

Years of Experience: 4
 Bachelor of Landscape Architecture
 American Society of Landscape Architects

Gabe is a landscape designer with private sector experience working on community-building, way-finding, and memorial projects that seek to recognize and celebrate underrepresented groups. He combines art with storytelling in his approach to design, bringing his vision for change to life. Gabe believes in making design accessible to everyone and uses his work to make a positive difference..

Bryant Road Park Plan, Spartanburg County, SC
Huntersville Mobility Plan, Huntersville, NC



SPENCER BOOMHOWER
SENIOR VISUALIZATION SPECIALIST
TOOLE DESIGN

Years of Experience: 24
Bachelor of Fine Arts, Painting

Spencer is a visualization expert who helps planners and designers communicate their ideas for better transportation options. With a background that includes fine art, video game development, and virtual reality, he puts 3D graphics, animations, and interactive experiences to work in a way that is fun to look at and as easily grasped by members of the general public as it is by experts. Spencer has created animated videos to garner support for development projects, communicate how upcoming street designs changes will impact travel choices, and show how to bike safely around streetcar tracks. He has created interactive flythroughs to help engage the public in the street design process in an intuitive and enjoyable way.

FHWA *Designing Intersections for Walking and Biking*
MBTA *Design Guide for Access*, Boston, MA



BERT KUYRKENDALL, PE, AICP
SENIOR ASSOCIATE
TSW

Years of Experience: 28
Bachelor of Science, Civil Engineering
Bachelor of Arts, Mathematics
Professional Engineer: AL, GA, MS, TN
American Institute of Certified Planners

Bert has more than 28 years of experience as a Transportation Planner and Engineer. Bert's planning work focuses on helping cities and towns become more sustainable, just, and livable places. He has led and collaborated on numerous comprehensive plans, corridor studies, multimodal network plans, and Complete Streets design projects. Bert is able to bring a balanced approach to transportation planning and implementation. He has extensive experience in street and multimodal facility design, with a firm grasp on state and city/county design standards, including the ability to modify and draft new transportation standards. He has shepherded many projects from concept design and public input, to estimating and budgeting, grant application, schematic and engineering design, bidding, construction oversight, and maintenance.

Complete Streets Implementation Plan, Chattanooga, TN
Atlanta Complete Streets Projects, Atlanta, GA



SAMANTHA CASTRO, AICP, LEED ND®
SENIOR ASSOCIATE
TSW

Years of Experience: 19
Master of Landscape Architecture and Regional Planning
Bachelor of Arts, Art History and French
American Institute of Certified Planners
LEED Accredited Professional Neighborhood Development

Samantha, a Senior Associate and Lexington Office Lead, brings more than 19 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 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.

Urban Growth Management Plan, Lexington, KY
Imagine Lexington Comprehensive Plan, Lexington, KY



DAVID LINTOTT, PLA, LEED AP®
ASSOCIATE PRINCIPAL
TSW

Years of Experience: 24
Bachelor of Landscape Architecture
Professional Landscape Architect
LEED Accredited Professional

David, an Associate Principal and designer in the Landscape Architecture Studio of TSW, has more than 24 years of experience as a landscape designer focusing on streetscape design and recreational facilities in civic and campus settings. David is proficient in 3D modeling software packages and AutoCAD. David has worked on numerous construction document packages and is experienced in conducting construction administration.

5th Street Complete Streets Project, Atlanta, GA
Clarksville Downtown Parking and Street Network Study, Clarksville, TN



JOHN DIRNDORFER
TRAFFIC ENGINEER
THE TRAFFIC GROUP

Years of Experience: 41

Bachelor of Science, Business Administration/Finance
Associate Degree, Engineering

John is a seasoned traffic engineer with 41 years of experience. As an expert in traffic signal design, telemetry systems, and highway signing, John brings a wealth of knowledge in creating marking and traffic control plans. He is proficient in both AutoCAD and MicroStation, ensuring precision in every project.

East Campus Building 2 (ECB2) Traffic Signalization,
Fort Meade, MD
Baltimore County Areawide Traffic Signal
Construction Contract # B-1223, Baltimore County, MD



JOSEPH CALOGERO, PE, PTOE, PTP
TRAFFIC ENGINEER
THE TRAFFIC GROUP

Years of Experience: 30

Bachelor of Science, Civil Engineering
Professional Engineer
Professional Traffic Operations Engineer
Professional Transportation Planner

Joseph is a Professional Traffic Engineer who brings 30 years of traffic engineering and transportation planning experience to The Traffic Group. He has testified as an expert witness for various projects in many different jurisdictions.

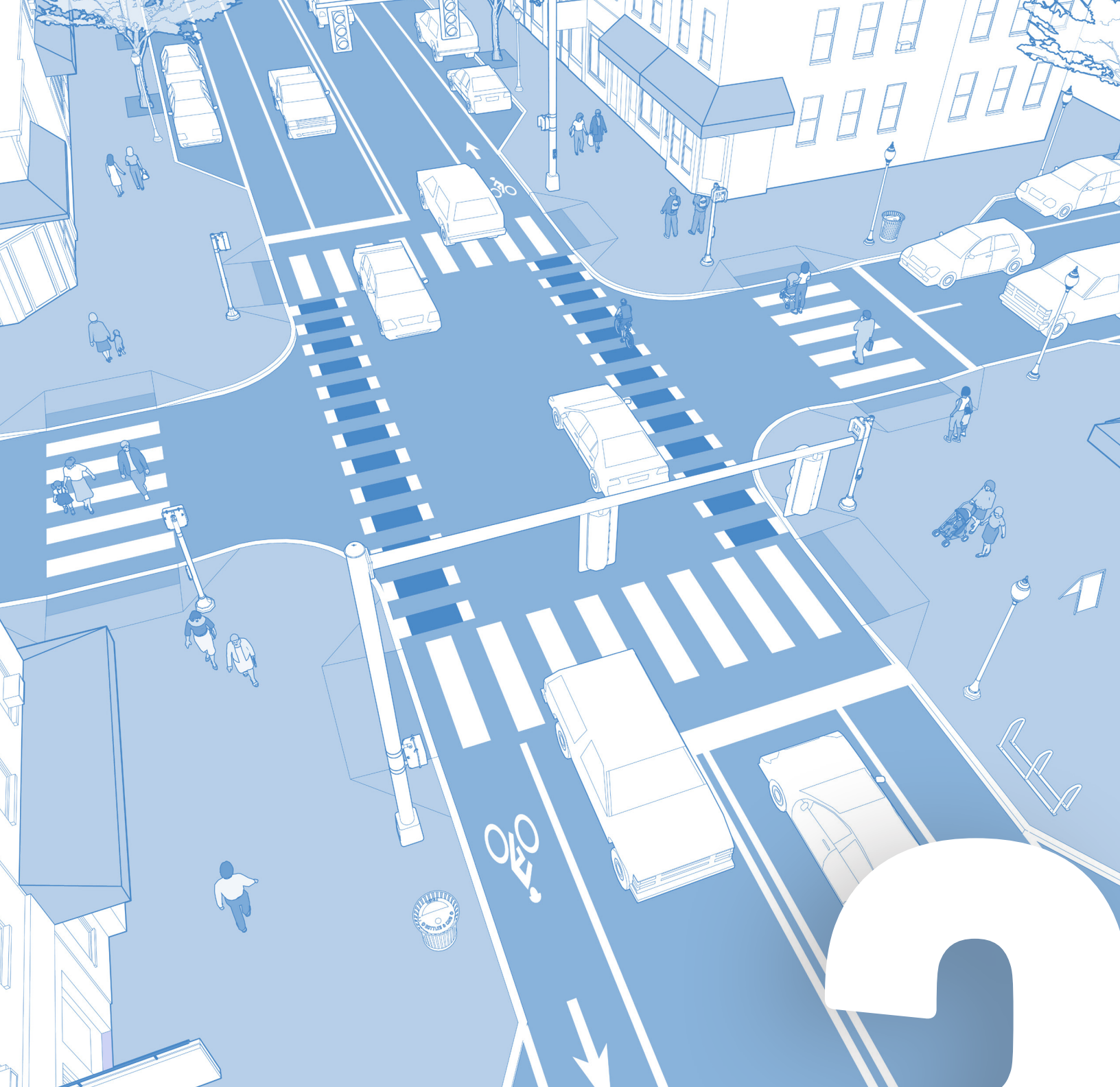
The Shops at Sharpsburg Pike, Washington County, MD
Landsdale Elementary School, Frederick County, MD

AVAILABILITY

With depth, experience, and regional knowledge, the Toole Design Team is ready and available for the Complete Streets Design Manual. The chart below indicates our key team members' availability and dedication to this project.

STAFF	ROLE	% DEDICATED TO THIS PROJECT
Addie Weber, AICP TD	Principal-in-Charge; Engagement	20%
Ernie Boughman, AICP TD	Project Manager; Complete Streets; Engagement	30%
Jeremy Chrzan, PE, PTOE, LEED AP® TD	QA/QC Lead	15%
Nathan Boone, PE TD	Complete Streets	20%
Andrea Ostrodka, AICP, LEED AP® TD	Complete Streets	25%
Burt Kuyrkendall, PE, AICP TSW	Complete Streets	30%
Brendetta Walker, PE TD	Universal Design and Accessibility	20%
Todd Edwards, PE TD	Universal Design and Accessibility	20%
Ashley Gunderson TD	Universal Design and Accessibility	25%
Jared Draper, AICP TD	Safe Systems	20%
Byron Rushing TD	Safe Systems	20%
Kevin Bacon, AIA, AICP, LEED AP® TD	Land Use and Context Sensitivity	20%
Samantha Castro, AICP, LEED ND TSW	Land Use and Context Sensitivity	35%
Chris Puglisi, PE, RSP TD	Traffic and Signalization	15%
Lucy Gibson, PE TD	Traffic and Signalization	15%
John Dirndorfer TTG	Traffic and Signalization	10%
Joseph Caloggero, PE, PTOE, PTP TTG	Traffic and Signalization	10%
Adrian Witte, PE TD	Curbside Management and Micromobility	15%
Hector Chang TD	Curbside Management and Micromobility	20%
Sarah Johnson, PLA, AICP TD	Green Infrastructure and Graphic Design Manual	25%
David Lintott, PLA, LEED AP® TSW	Green Infrastructure	15%
Lakesha Dunbar TD	Engagement	25%
Bonnie Moser TD	Graphic Design Manual	30%
Gabe Jenkins, ASLA TD	Graphic Design Manual	30%
Spencer Boomhower TD	Graphic Design Manual	20%

TD Toole Design TSW TSW TTG The Traffic Group



UNDERSTANDING AND KEYS TO SUCCESS

PROJECT UNDERSTANDING

The LFUCG has already made great strides towards advancing Complete Streets within its jurisdiction. While LFUCG's adoption of a Complete Streets Policy in December 2022 was a critical milestone, unlike many other communities, LFUCG did not view that as a moment of "arrival" but rather a starting point. Toole Design applauds you for acknowledging that it takes real work to turn a policy into reality. The publishing of the Lexington Complete Streets Action Plan just one year following policy adoption is a testament to the commitment LFUCG and its citizenry have for the implementation of Complete Streets. That commitment is already being recognized and rewarded, as was demonstrated just a few weeks ago by the \$21.7M award of Safe Streets and Roads for All (SS4A) grant that will not only fund implementation for New Circle Road but also a public safety education campaign and a Vision Zero Coordinator.

A CONNECTING DOCUMENT

The Complete Streets Policy, Complete Streets Action Plan, Regional Bicycle and Pedestrian Plan, Safety Action Plan, and a myriad of other initiatives have all played a role in setting the stage for the development of the Complete Streets Design Manual. With the Complete Streets Design Manual being directly tied to eight of the Action Plan tasks (and indirectly tied to many others), Toole Design realizes that the Manual will be the connective tissue through which the body of Complete Streets in Lexington will be realized. Further, the desired completion date for the Manual in June 2025 is at the midway point of the overall Action Plan timeline, with many tasks building toward the Manual and others launching from it. Additionally, it is clear that the Complete Streets Design Manual will be a fulcrum for measuring performance, as its creation is central to the very first performance measure included in the Complete Streets Policy: 1. Number of policies, procedures, rules, regulations, design guidelines or manuals updated to comply with the Complete Streets Policy.

A COMPREHENSIVE DOCUMENT

Toole Design understands that LFUCG desires to hire a consultant team to review, update, and better integrate existing LFUCG street design standards, including the LFUCG Roadway Manual, Subdivision Regulations, and



The Complete Streets Action Plan is not just a piece of paper; it's a promise to make our city more open, easier to get around, and better for everyone. By prioritizing safety, sustainable transportation, and community connectivity, we aim to shape Lexington into a place where everyone can thrive. We are committed to making sure this plan is successfully implemented, listening to our community's voices and harnessing their insights as we build a better future for all our residents.



*Mayor Linda Gorton and
the Lexington Urban County Council*

Neighborhood Traffic Management Program Guide, the culmination of which will be a comprehensive Complete Streets Design Manual. It is desired that Complete Streets best practices be integrated with and complemented by best practices for Safe System (i.e., Vision Zero), Universal Design, and green infrastructure. Not only have we authored numerous design guidance documents that incorporate all those elements, we have developed a catalog of guidance graphics that can quickly, efficiently, and economically be customized to provide tailored design guidance that will meet the budgetary needs of LFUCG. Our work on groundbreaking documents like the AASHTO *Guide for the Development of Bicycle Facilities*, AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*, FHWA's *Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts*, Metroplan Multimodal Infrastructure Guidelines, and Boston *Complete Streets Guidelines* has allowed us to produce the nation's leading design guidance while honing our abilities to deliver outstanding products at an affordable price.

A CONTEXT-SENSITIVE, LEXINGTON-SPECIFIC DOCUMENT

While many consultants will say they have design guidance experience, in most cases the guides produced are merely research and reference documents, reproducing graphics from existing national guidance and/or pointing the reader to those national guides. Toole Design takes a different approach that will result in a custom document for LFUCG that is specific to your needs and local context.

We will develop an easy to use, visually rich Complete Streets Design Manual. The Manual will build on street design policies and guidelines previously developed by relevant agencies (i.e., FHWA, NACTO, AASHTO, MUTCD, ADA, KYTC, etc.), but it will go one step further to ensure all guidance is applicable to Lexington. There will not be the need to flip back and forth between guidance documents, as the Manual will consolidate all information in one location, focusing on providing clear illustrations and design details and offering a menu of design options that allow for decision-making by a wide range of users. The Manual will be designed and formatted to function well in both hardcopy and electronic formats; the latter will include links to allow for easy navigation and cross-referencing.

To further ensure the Manual is a Lexington-specific document, we have intentionally teamed with the Lexington office of TSW. Toole Design and TSW have a long partnership history, and we will leverage TSW's existing knowledge of and relationships with LFUCG and the local development community, including the consensus-building work they have already done with stakeholders and the public. TSW will ensure that our team maintains a local perspective and an ability to be responsive to any boots-on-the-ground work that might be required.

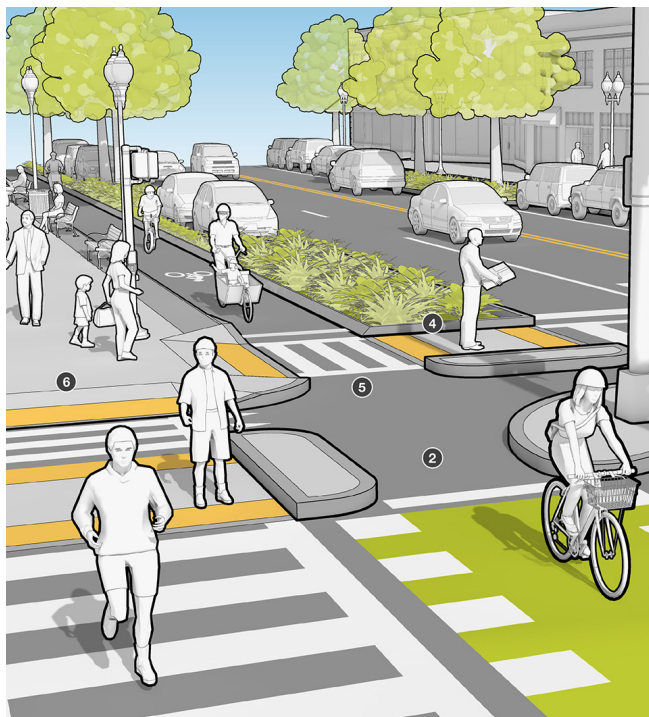


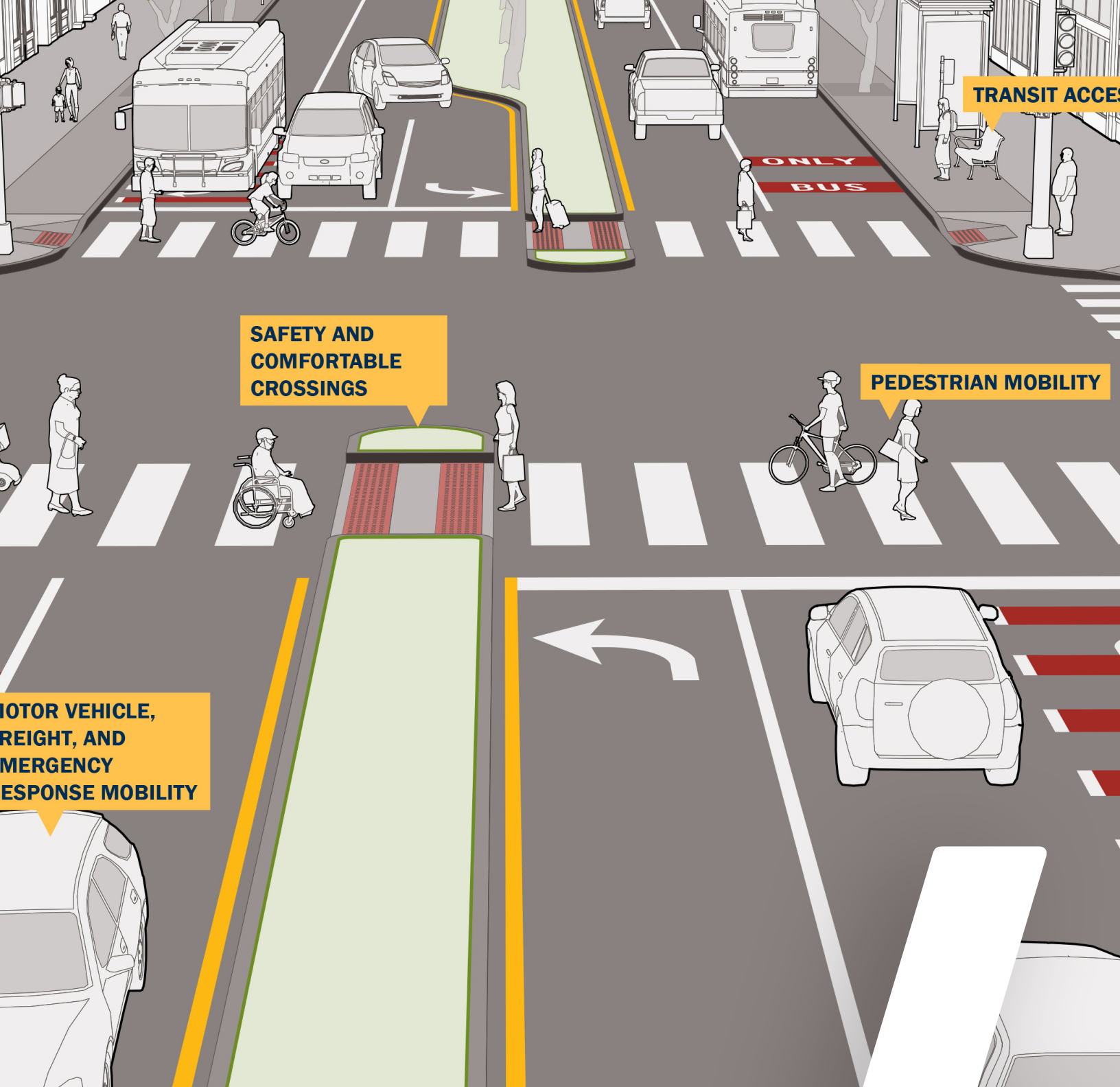
Illustration showing the elements of protected intersections for the MassDOT Separated Bike Lane Planning and Design Guide.

KEYS TO SUCCESS

Through Toole Design's extensive experience delivering similar guidance documents, the following are the three most critical areas to developing a successful Complete Streets Design Manual.

- 1 **The Right, Engaged Team** – While it is essential for the Toole Design Team to have the right credentials to perform the work, it is equally important for involved stakeholders to be those who will use and endorse the Manual. Beyond having the right LFUCG divisions represented, it is critical that they be actively engaged in the design and review of the Manual. This will create a level of ownership of and pride in the document that cannot be achieved without their involvement, which will lead to active use of the Manual moving forward.
- 2 **Early Content/Style Consensus** – Arriving at consensus on the table of contents and the general style of the Manual early in the process will be essential to staying within budget and delivering on-time. Once these elements are established, we should move efficiently through content development. Refinement and changes to individual design standards and graphics as we proceed are to be expected, but larger, more overarching changes will have a ripple effect throughout the document that can be detrimental to project success.
- 3 **Timely, Coordinated Reviews** – Toole Design will work very hard to provide our deliverables according to the timeline laid out in the project schedule. Timely review of these deliverables by LFUCG will be necessary to keep the project on track. Additionally, we will request that LFUCG staff work internally to negotiate a single set of review comments, rather than delivering individual reviews that may be contradictory to one another. We have designed the project schedule to allow for these reviews and are open to refining the schedule with you to ensure we are allowing reasonable turnaround times.

Toole Design has every confidence that the above items will be achieved, and the project will be a great success. We look forward to working with LFUCG on the Complete Streets Design Manual.



TRANSIT ACCESS

**SAFETY AND
COMFORTABLE
CROSSINGS**

PEDESTRIAN MOBILITY

**MOTOR VEHICLE,
FREIGHT, AND
EMERGENCY
RESPONSE MOBILITY**

RELEVANT EXPERIENCE

RELEVANT EXPERIENCE

Below we have included examples of our most relevant projects.

ODOT MULTIMODAL DESIGN GUIDE

Building on previous efforts to identify best practices in multimodal design, **Toole Design** led the development of the Ohio Department of Transportation’s (ODOT) first statewide *Multimodal Design Guide*. ODOT’s goal for the guide was to standardize best practices for walking and bicycling facilities to address Ohio’s mission of providing a safe transportation system for all modes. To do so, it was essential to evaluate the safety of a roadway as a whole. Toole Design worked with multiple ODOT departments to coordinate and revise existing design guidance to align with the Multimodal Design Guide so that all aspects of transportation design support ODOT’s vision of a safe multimodal transportation system.

Toole Design led discussions with ODOT staff from around the state to understand local design context and existing challenges to ensure that the final guide would support rural and urban communities’ active transportation planning and design. Stakeholders represented local, county, and state agencies as well as transit authorities and the Ohio Railroad Development Commission.

During the guide development, stakeholders raised concerns regarding the roadway operations defined by the Ohio Revised Code related to bicycle and pedestrian interactions with motorists. Toole Design reviewed state law and worked with ODOT legal to provide guidance aligned with state law and reinforce safe, legal operations through design. The Ohio Attorney General reviewed and approved the final design guidance developed to address stakeholders’ concerns.

The final guide covers pedestrian and bicycle facility design, intersection and midblock crossings, signal operations, railroad crossings, transit station design, complex intersections, and facility maintenance. To communicate the new design standards, Toole Design developed graphics and standard drawings to illustrate how the treatments can be implemented in various street contexts. Additionally, for communities where active transportation plans have not yet been developed, the guide provides planning level guidance to evaluate pedestrian and bicycle accommodations in all upcoming projects, ensuring network gaps are addressed at each opportunity. Together the planning and design guidance of ODOT’s new statewide *Multimodal Design Guide* further its goal of increasing walking and biking and improving the safety of all transportation modes.

MONTGOMERY COUNTY COMPLETE STREETS DESIGN GUIDELINES

MONTGOMERY COUNTY, MD

Toole Design led the development of Montgomery County’s *Complete Streets Design Guide*, which supplements the existing County design standards and incorporates leading national research on safe, multimodal street design. The Guide was designed to help achieve the County’s recent adoption of Vision Zero, so safety and equity are paramount in the design philosophy and engineering guidance presented in the Guide. Toole Design served as the lead author of the Guide and oversaw all aspects of the project, including a robust agency and stakeholder engagement process. The Guide includes detailed design guidance on over 60 street design and engineering topics, ranging from intersection design to bicycle facility selection, green street design, curbside management, maintenance practices, and more.

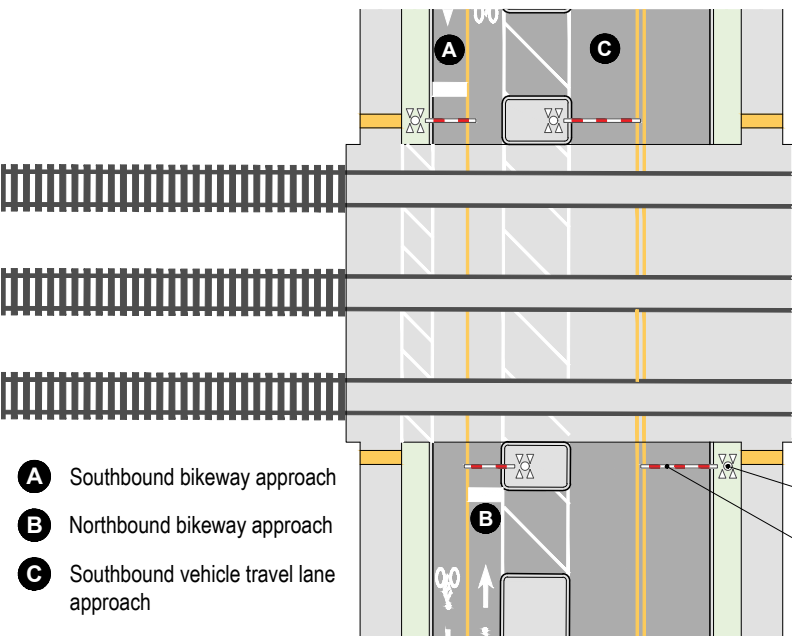


Figure created by Toole Design of a two-way separated bike plan and rail crossing for the ODOT *Multimodal Design Guide*.

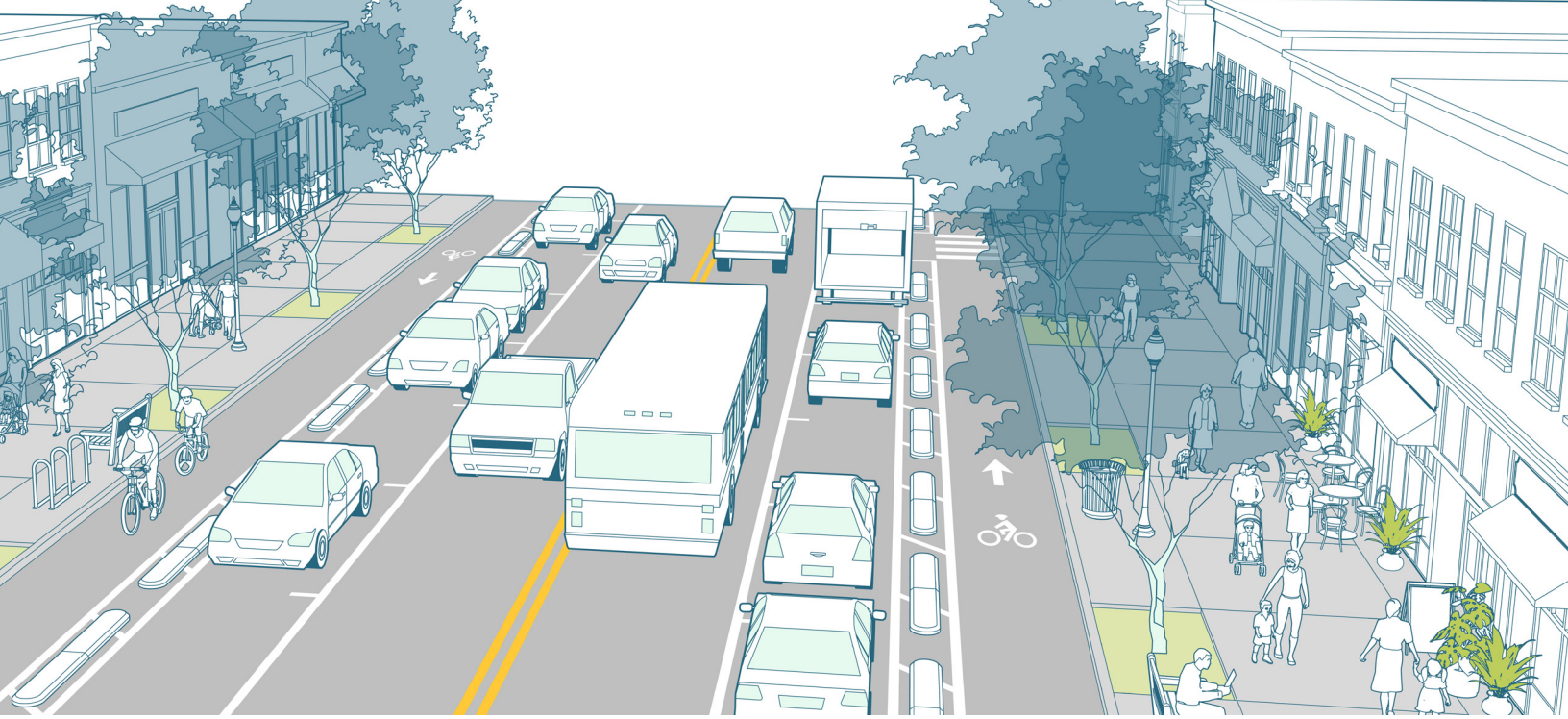


Figure created by Toole Design showing street typology for the Montgomery County Complete Streets Design Guidelines.

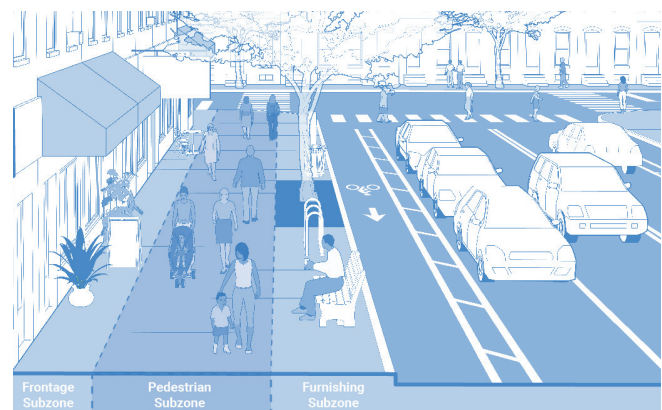
To develop the guidance, Toole Design conducted a thorough scan of existing policies and guidance and interviewed staff from the Planning, Engineering, Public Works, and Transit divisions. We then facilitated a series of inter-agency workshops focused on critical design topics (lane widths, corner radii, fire/emergency access, etc.). We drafted a guide that brought together County staff's input, existing guidance/code from numerous disparate sources, and national/international best practices. Toole Design developed eye-catching graphics to present each design topic. We facilitated a thorough agency review process with the goal of building buy-in amongst all the agencies that are ultimately responsible for implementing the Guide, including working with the State Highway Administration to ensure alignment with state guidance. We supported public and external stakeholder engagement via a workshop with private sector developers and a series of public Open Houses.

BALTIMORE COMPLETE STREETS MANUAL BALTIMORE, MD

The City of Baltimore passed a Complete Streets Ordinance, mandating the City create a comprehensive multimodal transportation system. **Toole Design** co-authored the *Complete Streets Manual* which contains design standards for promoting safer streets, slower speeds, and increased walkability.

The Manual elevates transportation justice by establishing an equity gap analysis process to prioritize projects in historically disinvested areas.

Additionally, Toole Design led the Manual's public engagement, leading equity-focused outreach that met community members where they were, including multiple pop-up events around the City at various public markets. As a result of the COVID-19 pandemic, the project team shifted to virtual engagement. We partnered with community groups to lead a series of virtual meetings, speaking with nearly 300 residents over a period of six months. We found that the diversity of participants and perspectives in virtual sessions was greater than in in-person events. Following the conclusion of in-person and virtual engagement,



Toole Design developed renderings for the Baltimore Complete Streets Manual.

Toole Design created a [brief video preview](#) of the Manual to both explain its purpose to residents and to generate excitement for implementation.

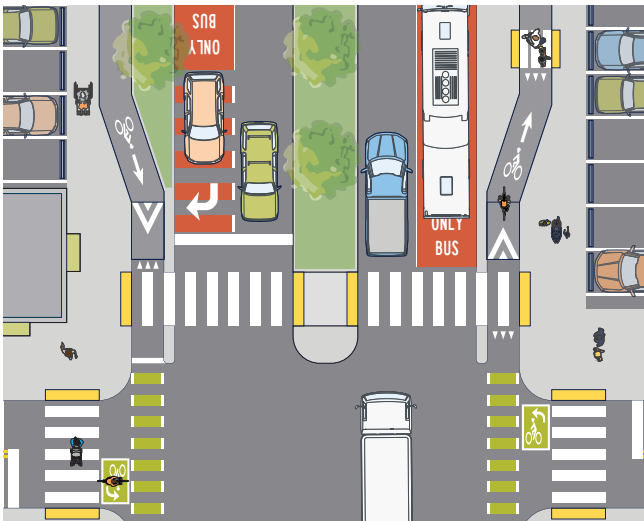
Toole Design led the development of the Manual's brand identity. Toole Design developed a cohesive suite of infographics, photo simulations, and illustrative renderings. The eye-catching design makes technical content easy to digest. Our parallel work developing the Manual's technical content allowed us to work efficiently on the graphic elements and ensure that visual materials elevate and simplify technical takeaways.

DRCOG REGIONAL COMPLETE STREETS TOOLKIT

DENVER REGION, CO

Toole Design helped the Denver Regional Council of Governments (DRCOG) in developing a Regional Complete Streets Toolkit. The Regional Complete Streets Toolkit serves as a resource for local governments in the Denver region and their partners to plan, design, build, and maintain Complete Streets. The Toolkit encourages cross-jurisdictional collaboration and incentivizes Complete Streets elements in transportation projects requesting state and federal funding.

Toole Design worked with DRCOG and its member governments to create a regional street typology that is context-sensitive and elevates multimodal priorities.



Toole Design helped DRCOG reimagine many of the region's major arterials as Regional Connector Streets that prioritize mobility and capacity for people.

The street types include recommended design parameters and treatments to yield consistent and cohesive street design. DRCOG has integrated the street typology into its Metro Vision Regional Transportation Plan and will ultimately include it in its project prioritization process. This project won a 2022 General Planning award from APA Colorado.

BOSTON COMPLETE STREETS DESIGN GUIDELINES

BOSTON, MA

Toole Design was the prime contractor for the City of Boston's *Complete Streets Design Guidelines*. The guidelines represent a fundamental change in Boston's approach to street design and operations, in concert with Boston's vision for a more walkable, bikeable, transit-friendly, and livable city.

The Guidelines are structured around three major street design themes: multimodal, green, and smart (use of technology in the public right-of-way). They establish a new set of context-sensitive street types for Boston and include recommendations for minimum lane widths as well as dimensions for the different zones that make up sidewalks. The guidelines featured detailed intersection design guidance on topics ranging from pedestrian signal timing to separated bike lane design at intersections.



Toole Design developed the *Complete Streets Design Guidelines* for the City of Boston.

Toole Design was responsible for all aspects of the project, including development of the guidelines, coordination between numerous City agencies and an advisory panel that included a wide array of stakeholders, and final publication and production of the guidelines. Toole Design is now serving as a consultant to the City to facilitate implementation of the Guidelines.

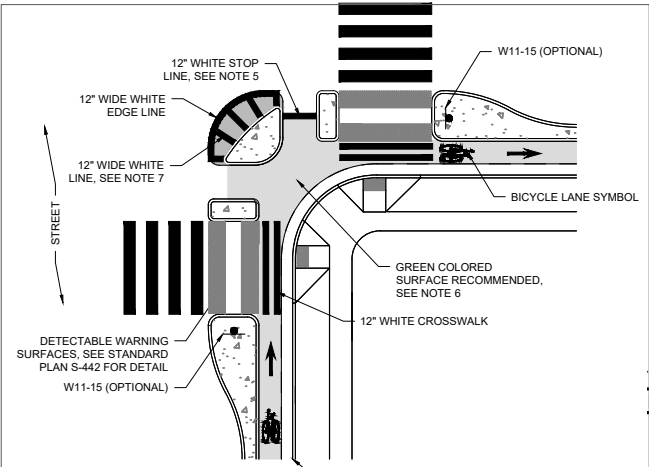
The City of Boston's *Complete Streets Design Guidelines* won the Congress for New Urbanism's New England Grand Award; the Institute of Transportation Engineers' Pedestrian and Bicycle Council Best Project Award; and the National Planning Excellence Award for a Communications Initiative.

LOS ANGELES SUPPLEMENTAL STREET DESIGN GUIDE

LOS ANGELES, CA

Toole Design created new design guidance for seven critical topics that were included in the Los Angeles *Supplemental Street Design Guide*: corner radii, curb extensions, truck aprons, bus bulbs, raised crosswalks, crossing islands, and traffic circles. In some cases this guidance serves as an update to existing guidance and standard plans, but in most instances it provides new comprehensive information for street enhancement elements that were missing in existing Los Angeles Department of Transportation (LADOT) and Bureau of Engineering (BOE) documents.

The design guidance consists of standalone text documents that provide the basis for design of each



Design detail in the Los Angeles *Supplemental Street Design Guide* developed by Toole Design.

of the topics and demonstrate various applications of those treatments. The text documents reference brand new standard plans, added to the existing DOT Manual of Policies and Procedures and BOE Standard Plans.

METROPLAN MULTIMODAL INFRASTRUCTURE GUIDELINES

LITTLE ROCK, AR

Toole Design developed a Multimodal Infrastructure Guide for the Central Arkansas region to assist local governments and agencies in making consistent decisions regarding the design of streets to provide equitable access to pedestrians, bicyclists, and transit riders. Metroplan, the regional planning agency acting in its role as the Central Arkansas Regional Transportation Study (CARTS) metropolitan planning organization (MPO), envisions the Guide to be a first step in creating transit-ready corridors throughout its study area. While the Guide was originally intended to focus on transit with other modes being addressed from an integration or peripheral perspective, the final Guide evolved into a truly multimodal best practice document.

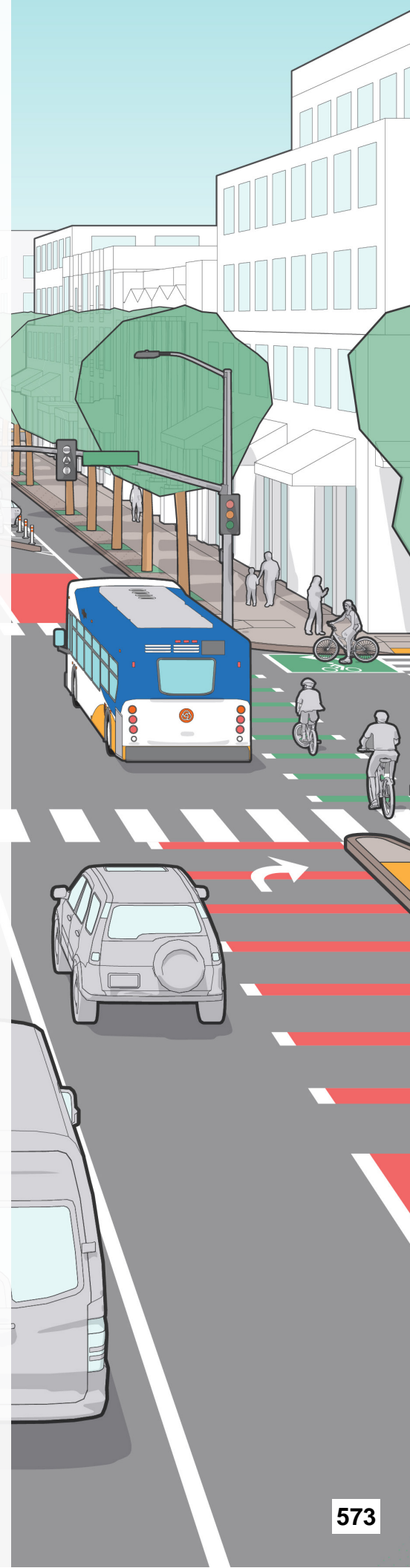
A steering committee composed of representatives from jurisdictions and agencies throughout the region was assembled to provide direction for the content of the Guide, as well as offer input on how best to format the Guide for its most effective use. Steering Committee members included Rock Region METRO (i.e., the regional transit provider), City of Little Rock, City of North Little Rock, City of Conway, Arkansas Department of Transportation (ARDOT), and Metroplan. Stakeholder meetings were held with a broader set of both large and small communities from throughout the region. The steering committee members determined graphic styles, table of contents, corridor types, and individual details. Once the draft Guide was complete, committee members reviewed and provided comments that refined the final product.

The final Guide provides a seamless transition between transportation facilities and modes, addresses urban, suburban, transitioning, and rural contexts, allows for reasonable flexibility, and ensures consistency within the metropolitan region. The Guide is highly graphical, providing illustrative guidance to assist communities in making a myriad of multimodal transportation design decisions.

DESIGN GUIDELINES AND STANDARDS

The list below includes Toole Design's project experience developing street design guidance and standards. We have included active weblinks for documents that are completed and available online.

- [AASHTO Guide for the Development of Bicycle Facilities \(2012 and forthcoming editions\)](#)
- [AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities](#)
- [AC Transit Multimodal Corridor Design Guidelines](#)
- [Alexandria Complete Streets Design Guidelines](#)
- [Atlanta Regional Commission Regional Workbook for Complete Streets](#)
- [Baltimore Complete Streets Manual](#)
- [Bellevue Complete Streets Transportation Design Manual](#)
- [Bellevue Low Impact Development Standard Details for the Right-of-Way](#)
- [Boston Complete Streets Design Guidelines](#)
- [Boulder Design and Construction Standards](#)
- [Capital City Bikeway Network Study and Design Guide](#)
- [Charlottesville Streets That Work Street Design Guidelines](#)
- [Dallas Complete Streets Vision Plan and Design Guidelines](#)
- [Denver Bicycle Facility Design Manual](#)
- [Denver Complete Streets Design Guidelines](#)
- [Detroit Street Design Guide](#)
- [Eugene Complete Street Design Standards](#)
- [FHWA Accessible Shared Streets](#)
- [FHWA Bikeway Selection Tool](#)
- [FHWA Guidebook for Building On-Road Bike Networks Through Routine Resurfacing Programs](#)
- [FHWA Guide for Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts](#)
- [FHWA Guide for Maintaining Pedestrian Facilities for Enhanced Safety](#)
- [FHWA Pedestrian Safety Guide for Transit Agencies](#)
- [FHWA Resident's Guide for Creating Safe and Walkable Communities](#)
- [ITE/Easter Seals Pathways to Transit \(ADA Accessibility of Transit Stops\)](#)
- [Long Beach Complete Streets Guidelines](#)
- [Los Angeles Supplemental Street Design Guide](#)
- [MassDOT Separated Bike Lane Planning and Design Guide](#)
- [MBTA Design Guide to Access \(forthcoming\)](#)
- [Metroplan Multimodal Infrastructure Guidelines](#)
- [Minneapolis Street Design Guide](#)
- [Montgomery County Complete Streets Guidelines](#)
- [NCHRP Guidebook on Pedestrian and Bicyclist Safety at Intersections](#)
- [Newton Street Design Guide](#)
- [ODOT Multimodal Design Guide](#)
- [Omaha Complete Streets Design Guidelines](#)
- [Phoenix Street Planning Design Guide](#)
- [Portland Streets 2035 \(forthcoming\)](#)
- [Prince George's County Urban Street Design Standards](#)
- [RIPTA Bus Stop Design Guide](#)
- [Seattle Streets Illustrated](#)
- [Saint Paul Street Design Manual](#)
- [Washington, DC Bicycle and Pedestrian Facility Design Guidelines](#)



5TH STREET COMPLETE STREETS

ATLANTA, GA

TSW is working with Midtown Alliance (CID) on a planning effort, which includes community engagement, design, and construction documents, to improve 5th Street from the Downtown Connector and Georgia Tech campus to its intersection with Myrtle Street. 5th Street is a much-used east-west corridor through Midtown, serving and connecting residences, businesses, churches, retail, restaurants, and the eastern campus of Georgia Tech. The project, which is being implemented by Midtown Alliance, addresses and improves multimodal transportation and makes the road safer for cars, buses, cyclists, ride-shares, and pedestrians. The project addresses public safety, stormwater runoff, lighting, beautification/greening, curb management (loading and parking), sidewalks, outdoor restaurant seating and more.

TSW and Midtown Alliance solicited feedback from passers-by at 5th Street and West Peachtree. Participants were invited to review a number of photos depicting various designs for bicycle lanes, greenspaces, pedestrian crosswalks, street parking, etc. and rank their preferences. They left positive and negative comments about 5th Street, along with ideas for improvement. Following that event, Midtown Alliance hosted two open houses to share concept designs and revised design with the public.

The project was designed following GDOT standards and adhered to a budget set by Midtown Alliance based on available grants. The project began construction in January 2024.

URBAN GROWTH MANAGEMENT PLAN

LEXINGTON, KY

TSW was retained by the LFUCG to lead a multidisciplinary planning process to develop a framework for future development for the upcoming expansion (approximately 2,833 acres) of Lexington's Urban Service Area. The Urban Service Area limits the spread of sprawl, designating what parcels of land can be developed and receive city services like water and sewer, leaving the remainder of the county as rural, natural, or agricultural lands.

The key tasks of the project include:

- Developing Lexington-specific strategies and methods to guide sustainable and equitable development including the identification and recommendation of practices tailored to the unique characteristics and needs of Lexington.
- Developing a sustainable and equitable transportation and land use spatial framework that supports transit and creates walkable and bike-friendly urban centers and residential districts close to goods, services, and employment opportunities.
- Identifying innovative funding mechanisms for public infrastructure and facilities and provide a comprehensive analysis of the costs associated with construction and maintenance.
- Facilitating public engagement and stakeholder outreach to incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.

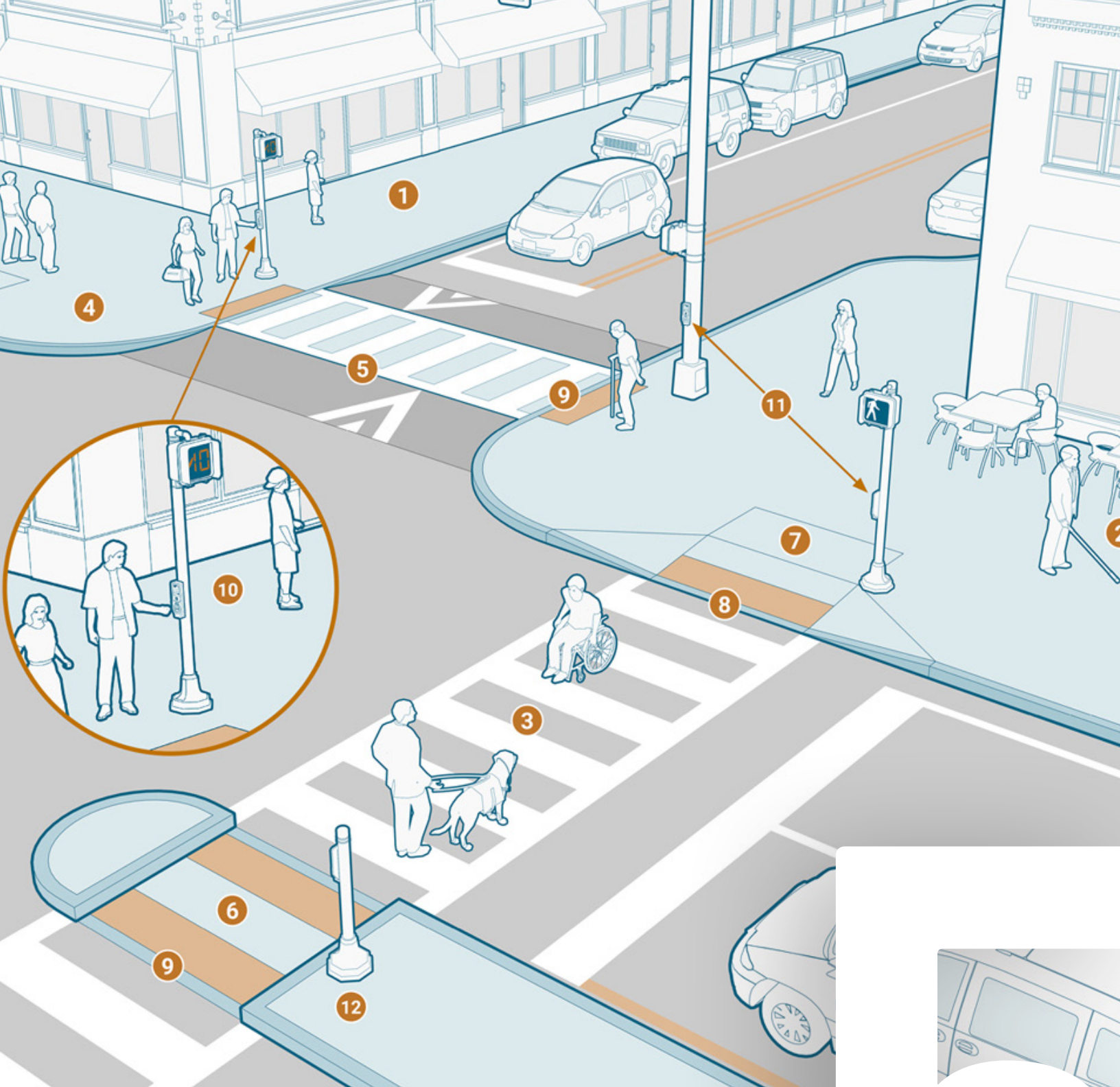
WESTPHALIA TOWN CENTER

PRINCE GEORGE'S COUNTY, MD

The Westphalia Town Center located in Prince George's County, Maryland consists of nearly 500 acres and combines high-density residential mixed-use development, at its core, with lower density residential outside the core. The two areas will be combined and linked by a series of green spaces and parks.

As the lead traffic engineering firm, **The Traffic Group**'s scope of work included traffic counts, transportation modeling, implementation of Vision Zero Street Design, development of concepts for interchanges, development of concepts and cost estimates for off-site road improvements, walkability and bike ability assessments, consultation on IAPA issues for NEPA for new interchanges, a major role in stakeholder's meetings with Maryland National Capital Park and Planning Commission, as well as the local community, in detailed Traffic Impact Analyses.

The project moved from concept to zoning, to full development approval for millions of square feet of commercial space and over 10,000 housing units within the Westphalia Plan area, stretching from the Capital Beltway on the west to Woodward Road on the east, north of MD 4 (Pennsylvania Avenue).



APPROACH AND SCHEDULE

PROJECT APPROACH

Based on our understanding, Toole Design has developed the following approach, identifying major work areas to be accomplished in crafting the Complete Streets Design Manual. We look forward to working with LFUCG to refine this approach into a scope of work that best meets the needs of the project.

THOUGHTFUL REVIEW OF EXISTING POLICIES AND STANDARDS

Toole Design will review a broad variety of existing local and state policies and standards pertaining to the planning, design, operation, and maintenance of the public realm. The exact items to be reviewed will be determined in collaboration with LFUCG staff, but it is anticipated they will include but not be limited to, the Complete Streets Resolution, Complete Streets Action Plan, Regional Bike and Pedestrian Plan, Safety Action Plan, Comprehensive Plan, LFUCG Roadway Manual, Subdivision Regulations, *Neighborhood Traffic Management Program Guide*, KYTC *Complete Streets, Roads, and Highways Manual*, KYTC *Highway Design Guidance Manual*, and other associated manuals, guides, and policies. Reviewed materials will be evaluated against national best practices in Complete Streets, Safe System, green infrastructure, and universal design. A matrix will be developed to communicate this analysis, including gaps, overlaps, redundancies, and contradictions.

INTENTIONAL AND PRODUCTIVE COLLABORATION

Toole Design recommends that the preparation of the Complete Streets Design Manual involve a wide variety of potential users of the Manual, particularly where the Manual recommends alternatives that differ from current practices. We compliment you on the work you have already done to assemble your Complete Streets Advisory Committee. It is anticipated that the Advisory Committee, and possibly smaller working groups within the Committee, will continue to be the shepherds of this process. Our work will begin with a series of information gathering meetings. These meetings will allow Toole Design to gain a clear understanding of the need for the Manual and how best to develop it to result in the greatest benefit for its users. Further, these meetings will be used to educate Committee members

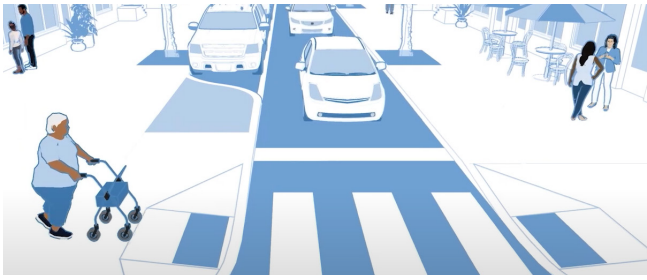
on national best practices for multimodal facility design, while also allowing us to vet potential content. As a complement to the Advisory Committee, we propose organizing a Developer Roundtable comprised of developers and homebuilders from throughout the Lexington area. This will be a consulting group, not a decision-making one, convening twice during the planning process. Early in the process, they will inform the development of the Manual by lending credible insight into what is working or challenging with the current standards and policies. They will meet a second time to provide input on key elements of the draft Manual prior to its finalization.

We recommend two touch points with the public, one early in the process and one when major topics and concepts are ready for review and comment. We can hold these workshops in person or virtually, depending on which LFUCG determines will be most effective, reaching the broadest cross-section of the public. We will leverage the extensive community input that has already been accomplished through LFUCG's receipt of over 1,200 survey responses.

While formal adoption by the Planning Commission and Urban County Council are the end goals of the project, it will be equally important to bring those two groups in at key milestones during the process. By presenting to the Planning Commission during their Work Sessions and attending the General Government and Planning Committee meetings of Council, more focused discussions can be had and both Planning Commission members and Councilmembers can ask questions and provide feedback at critical points in the timeline. This will build momentum and create ownership that will help streamline the adoption process.

CLEAR AND BALANCED CONTENT

Following initial stakeholder outreach, the content and overall style of the Manual will be established. Toole Design will provide a table of contents and template document layout to LFUCG for review, comment, and approval. Based on our extensive experience developing design guidance, it is essential that each topic covered in the Manual strike a careful balance between narrative and rich graphic illustrations that provide clear, definitive direction while also allowing for an appropriate degree of interpretation.



A collection of Toole Design's animated visualizations can be viewed on [our YouTube Channel](#).

VISIONARY YET PRACTICAL DESIGN SOLUTIONS

Toole Design has produced street design guidance for hundreds of municipal, state, and federal agencies across North America. Many of our publications have won awards from professional planning and engineering organizations, including the Boston *Complete Streets Design Guidelines* and MassDOT's *Separated Bike Lane Planning and Design Guide*. Our team knows that successful roadway design standards should include treatments that are realistic yet transformative, context-sensitive, and ready to be implemented, and we will apply our national expertise to accomplish this in the Complete Streets Design Manual.

We will develop multimodal design solutions that look beyond the *Highway Design Guidance Manual* and MUTCD, reflecting design sensitivity for local streets that are active and vibrant. We will develop the draft document and host a peer exchange to review and provide feedback. We will work with LFUCG staff to develop content that will be useful to each division, complete with options to address various land use contexts ranging from urban to rural. Subject to further discussions with LFUCG, anticipated topics may include the following:

- **Introduction and Policy** – Basic principles of multimodal design in Lexington will be articulated, including referencing KYTC standards, constraints, and opportunities, incorporation of LFUCG standards and policies, explanation of any variation to those standards, and guidance on universal accessibility (i.e., as specified in the PROWAG) and the Safe System Approach (i.e., to reduce and ultimately eliminate fatal and serious injury crashes). Universal design, accessibility, and safety are not anticipated to be standalone chapters of the Manual but will be interwoven throughout the Manual as a given of all proper Complete Streets design.
- **Street Typologies** – Understanding that context matters and that street design is not as simple as functional classification, we will define the prevailing street typologies throughout Lexington. It is anticipated these will include but not be limited to urban, urban residential, suburban commercial, suburban residential, industrial, and rural. Each typology will be defined through narrative and illustrative graphics as well as anticipated volumes, operating speeds, and design vehicles. Street typologies will be cross-referenced to specific countermeasures included throughout the Manual (with clickable links in the electronic version for ease of navigation).
- **Roadway Design** – Geometric design considerations as they apply to pedestrians, wheelchair users, bicyclists, transit riders, scooterists, motorists, and large vehicles will be covered. A wide range of design topics and countermeasures will be addressed, including the process to determine if such are feasible and appropriate solutions for each context. Specific issues will be included like bridges, temporary street uses, traffic calming, and game-day/event considerations.
- **Intersection Design** – The Manual will address the geometry of intersections in urban, suburban, transitioning, and rural environments, including transit stops, traffic signal accommodations (e.g., pedestrian protected phases, leading pedestrian intervals, bike signals, and turning restrictions), and pedestrian crossings, complete with a tool to determine appropriate enhancements at uncontrolled crossings. Specific attention will be given to design treatments that either separate vulnerable users in physical space and/or in time.
- **Pedestrian Realm** – Zones of the sidewalk and shoulders will be defined based on context, including appropriate widths and materials, incorporation of street trees, stormwater and green infrastructure, street lighting, street furniture, coordination with utilities, and a host of other related topics.
- **Curbside Management and Shared Mobility** – Consideration will be given to the use and organization of areas adjacent to the street, including transit stops, shelters, and street furniture. Routine and occasional uses like rolling trash carts, signage, parking meters, bike racks, public art, and vendors will be addressed. Additionally, shared mobility like rideshare,

carshare, bikeshare, and scooters will be outlined.

- **Implementation and Maintenance** – The ultimate success of this project will be the degree to which the Complete Streets Design Manual is used for projects that impact the public right-of-way. The last chapter of the Manual will use flow charts and graphics to illustrate the Manual's role in project development and will clearly identify responsibilities for implementation, including establishing policies and procedures for decision-making, design review, and approval of public and private projects. For public projects this will include procedures for project scoping and visioning, public input, multidisciplinary stakeholder input and coordination, evaluating trade-offs, and design decision-making.

EFFECTIVE SUPPORT FOR ADOPTION

Following the receipt of and response to comments on a draft of the Complete Streets Design Manual, we will deliver the final Manual for LFUCG approval. Toole Design will facilitate presentations to Lexington's Planning Commission and Urban County Council for approval, working with LFUCG staff to ensure such comply with established public and stakeholder input and public hearing procedures.

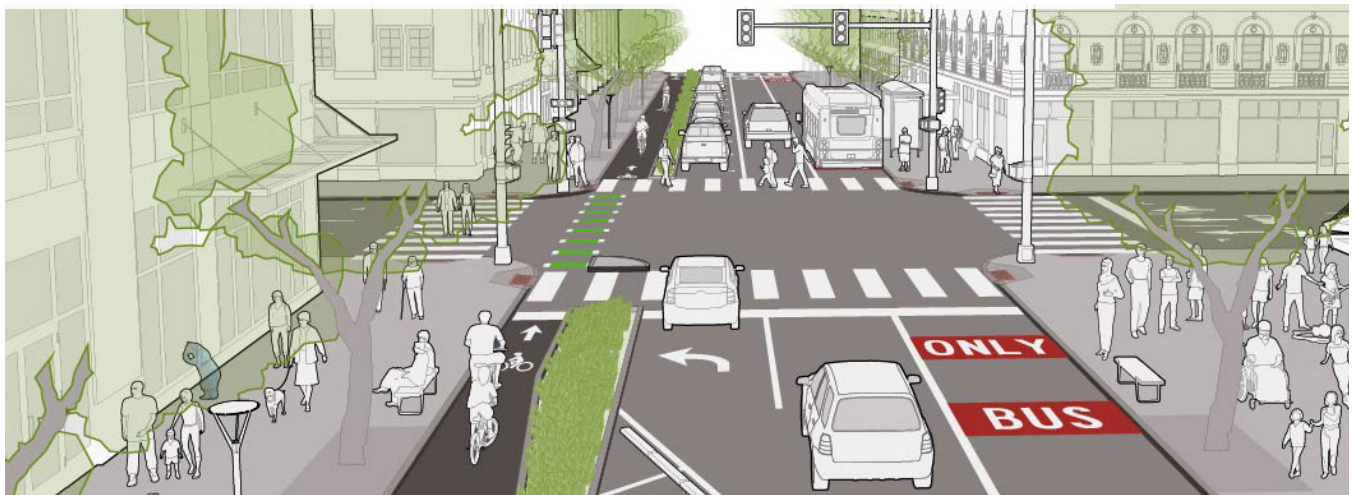
EQUIPPING STAFF, STAKEHOLDERS, AND THE PUBLIC TO UNDERSTAND AND USE THE MANUAL

While developing the Complete Streets Design Manual is the "output" of the project, helping staff, stakeholders,

and the public to understand the need for and how to use the Manual is the intended "outcome." It is not enough to have a new set of design standards, policies, and procedures; it is imperative that everyone knows and understands why the Manual is important, how it will transform the public realm for the better, and the positive impact it will have on their lives.

Complete Streets concepts and infrastructure can be difficult for the public to grasp, especially when the entire right-of-way may be redesigned, since roadway users often have a challenging time putting themselves in the shoes of people traveling by other modes. Toole Design is adept at communicating technical ideas in a concise and digestible way. To bring the community along with the process, we propose using photosimulations and video to communicate design concepts and inspire community members, roundtable members, and LFUCG leadership. Our team will communicate via renderings that visually simplify technically complex concepts, explain how to navigate a design element, or tell the story of a design choice.

Bookending the engagement performed early in the project, we will provide outreach and dissemination of the Manual to potential users. We highly recommend that Toole Design provide a training course in coordination with LFUCG staff; LFUCG will own the Manual and these trainings. The content of the training course will be designed so that individual "modules" can be easily delivered as separate presentations by Toole Design now and LFUCG staff in the future.



A street typology layout created by Toole Design for the Denver Complete Streets Design Guidelines. Each layout includes illustrative images of aspirational streets, right-of-way allocation thresholds, design parameters, and modal hierarchy.

SCHEDULE

The schedule below provides a breakdown of tasks, milestones, deliverables, and critical elements. Toole Design will deliver the Complete Streets Design Manual within the 13-month timeframe laid out in the RFP. The proposed education and training will occur following the adoption of the Manual.

*Chapter content will be delivered in bundles for small dose reviews rather than reviewing all content at once.

TASK	2024								2025							
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1: PROJECT MANAGEMENT	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
2: EXISTING POLICIES AND STANDARDS REVIEW		■														
3: STAKEHOLDER AND PUBLIC ENGAGEMENT																
Advisory Committee Meetings		●		●					●			●				
Developer Roundtable		●							●							
Public Workshops		●							●							
4: OUTLINE AND STYLE TEMPLATE			■													
5: COMPLETE STREETS DESIGN MANUAL																
Narrative and Graphics Development*				■		■		■								
LFUCG Review Periods																
Design Manual - Draft Layout Development																
LFUCG Review Period																
Design Manual - Finalization													■			
6: ADOPTION																
Technical Presentations														●		
7: EDUCATION AND TRAINING																
Photosimulation Development																■
Video Development																■
Training Development and Facilitation																■

● Meetings

■ Deliverables



REQUIRED FORMS



REQUESTED REVISIONS

Toole Design has thoroughly reviewed the Request for Proposals and supporting documents and requests the following revisions. However, we are flexible, and can waive our exceptions if necessary. We look forward to negotiation with LFUCG during the contracting period.

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(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 to the extent** 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.~~

(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.

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. Contractor shall provide 30 days advance written notice of nonrenewal.**



AFFIRMATIVE ACTION PLAN



2. Discrimination and Harassment

2.1 Equal Employment Opportunity

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Toole Design, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, marital status, pregnancy, age, hair styles or hair texture, veteran status, disability, genetic information, or any other protected characteristic as established by law. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment. Employees' questions or concerns should be referred to the Human Resources Department, which has overall responsibility for this policy and maintains reporting and monitoring procedures. Appropriate disciplinary action may be taken against any employee willfully violating this policy.

2.2 Affirmative Action Policy

As part of the company's equal employment opportunity policy, Toole Design will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

Employees and applicants shall not be subjected to harassment, intimidation, or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state, or local law requiring equal opportunity.

The above-mentioned policies shall be periodically brought to the attention of supervisors and staff and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

The Affirmative Action Officer has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout the Company. If you have questions or need further guidance, please contact the Human Resources Department.

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Toole Design Group, LLC

Complete Address: 172 E. Main Street, Suite 300, Spartanburg, SC 29306
Street City Zip

Contact Name:  Title: Director of Operations, Southern U.S.

Telephone Number: 864.336.2276 Fax Number: 301.927.2800

Email address: eboughman@tooledesign.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.

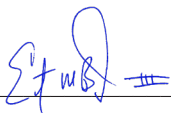
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

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

2/5/2024

Date

AFFIDAVIT

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

1. His/her name is Roswell Eilbridge and he/she is the individual submitting the proposal or is the authorized representative of Tool Design Group, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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


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

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

Continued on next page

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

Further, Affiant sayeth naught.



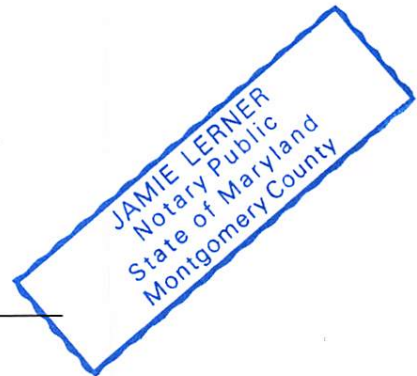
STATE OF Maryland
COUNTY OF Montgomery

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jamie Lerner on this the 6th day
of February, 2024.

My Commission expires: 1/21/2025



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:

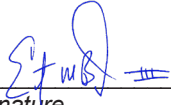
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

Toole Design Group, LLC
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Toole Design Group, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	71	29	29	1			5			2	3				2	32	39
Professionals	174	65	59	3	6	6	7			8	10			3	7	85	89
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical	26		14		3	1	4						1		3	1	25
Skilled Craft																	
Service/Maintena	1					1										1	
Total:	272	94	102	4	9	8	16			10	13		1	3	12	119	153

Prepared by: Jamie Lerner, HR Manager Date: 2 / 5 / 2024

(Name and Title)

Revised 2015-Dec-15

WORKFORCE ANALYSIS FORM

Name of Organization: **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	32	12	12		2	1				2	3					15	17
Superintendents																	
Supervisors	8	5	2									1				5	3
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	42	17	16		2	1				2	3		1			20	22

Prepared by: **Rebekah Calvert, Marketing Manager** Date: **1 / 25 / 24**

(Name and Title)

Revised 2015-Dec-15

WORKFORCE ANALYSIS FORM

Name of Organization: The Traffic Group

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	4	3	1													3	1
Professionals	10	5	1							4						9	1
Superintendents																	
Supervisors	13	8	4			1										9	4
Foremen																	
Technicians	14	12		1						1						14	
Protective																	
Para-																	
Office/Clerical	5		4		1												5
Skilled Craft	40	30	2	2		5		1								38	2
Service/Maintena																	
Total:	86	58	12	3	1	6		1		5						73	13

Prepared by: Todd Anderson / Senior Project Manager Date: 02 / 06 / 24

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM

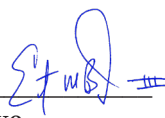
Bid/RFP/Quote Reference # 9-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Toole Design Group, LLC 172 E. Main Street, Suite 300, Spartanburg, SC 29306, 864.336.2276 x140, eboughman@tooledesign.com	DBE	Prime consultant	\$231,000	73%
2.				
3.				
4.				

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

Toole Design Group, LLC
Company
2/5/2024
Date

Ernie Boughman, AICP 
Company Representative
Director of Operations, Southern U.S.
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 9-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Toole Design Group, LLC	Contact Person Ernie Boughman, AICP
Address/Phone/Email 172 E. Main Street, Suite 300, Spartanburg, SC 29306, 864.336.2276 x140, eboughman@tooledesign.com	Bid Package / Bid Date RFP #24039, Thursday, February 12, 2024

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Remote office in Columbia, SC	Todd Anderson	803.422.9965 tanderson@ trafficgroup.com	1/23/2024	Traffic engineering	Email	\$9,000		X

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Toole Design Group, LLC
Company
2/5/2024
Date

Ernie Boughman, AICP
Company Representative
Director of Operations, Southern U.S.
Title



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Toole Design Group, 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.

Certification Granted: June 11, 2019

Expiration Date: June 11, 2024

WBENC National Certification Number: WBE1901281

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

Sandra Eberhard, President & CEO Women's Business Enterprise Council Greater DMV

WBENC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE CENTER
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541330, 541990
UNSPSC: 81101517, 81101523



The Traffic Group, Inc.

SAM UEI: GLMULJ5F5Z98

Email: rhaberkam@trafficgroup.com | Web: <http://www.trafficgroup.com> | Phone: (410) 931-6600



Business Information

DUNS: 144995370
DBA:
Last Verified: 3/31/2022
Expiration Date: 3/31/2026
Year Established: 1985

Business Address 1: 9900 Franklin Square Drive, Suite H
Business Address 2:
City: Baltimore
State/Territory: Maryland
Phone: (410) 931-6600
Fax: (410) 931-6601

Business Type

Business Type: Corporation
CAGE: 3GRY8
NAICS Codes: 541330
FSC:
PSC:

Service Disabled Veteran Owned Small Business: Yes
Woman Owned Small Business: No
Minority Owned Small Business: No
Joint Venture: No
Mentor Protege: No
Hub Zone: No
8(a): No
Purchase Card: No

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, safety or welfare of the LFUCG or its citizens.

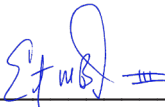
B. At Will Termination

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

2/5/2024

Date

TOOLE

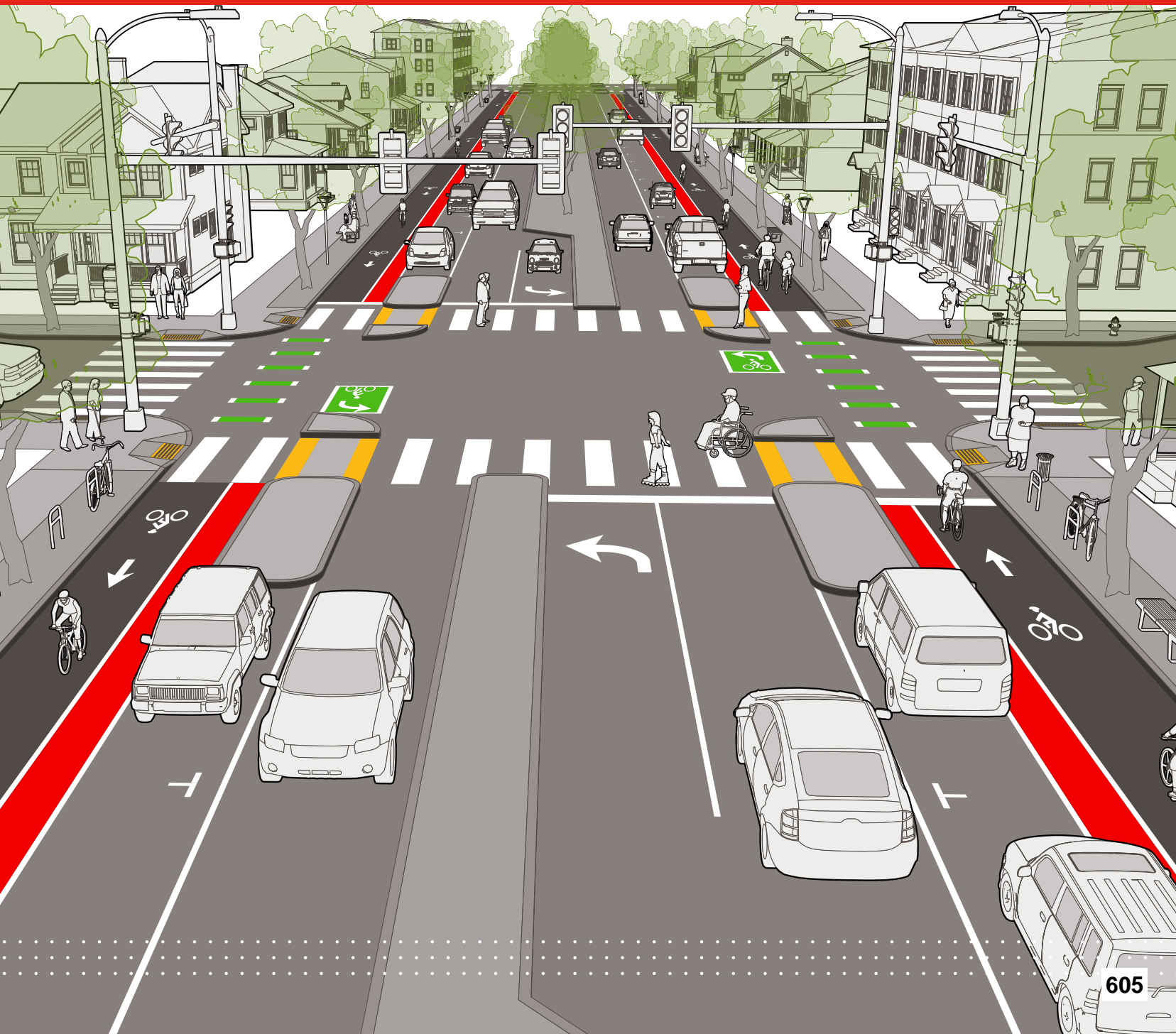
DESIGN

172 E. Main Street, Suite 300

Spartanburg, SC 29306

864.336.2276

www.tooledesign.com



To: Kenzie Gleason, Principal Planner
Lexington Area Metropolitan Planning Organization

From: Ernie Boughman

Date: April 4, 2024

Project Number: 00SPA.00203.00

Subject: Lexington Complete Streets Design Manual

Dear Ms. Gleason,

This document outlines the scope, schedule, and compensation for the services Toole Design Group, LLC will provide the Lexington-Fayette Urban County Government (LFUCG) for completion of the Lexington Complete Streets Design Manual. Thank you for this opportunity.

SCOPE

Toole Design has crafted this scope of work based on information provided by and conversations with LFUCG staff, our understanding of the project, and experience on similar efforts. We look forward to refining the scope to best meet the needs of LFUCG.

Task 1: Project Management

Toole Design will prepare for and participate in a virtual kickoff meeting with LFUCG staff to review the project scope, schedule, deliverables, budget, and key project assumptions as well as clearly identify project expectations and responsibilities.

A Project Management Plan will be developed for the project, complete with a Quality Control approach and associated procedures. Toole Design will also conduct ongoing coordination with LFUCG staff through monthly virtual check-ins and regular email correspondence. Monthly invoices and progress reports will be prepared.

Task 1 Deliverables

- Virtual kickoff meeting.
- Project Management Plan with Quality Control approach and procedures.
- Monthly virtual check-ins.
- Monthly invoices and progress reports.

Task 2: Existing Policies and Standards Review

Toole Design will perform a brief review of a targeted number of existing local policies and standards pertaining to the planning, design, operation, and maintenance of the public realm. This review is not intended to be exhaustive nor determine gaps in the existing documents; rather, it is intended to provide Toole Design with an understanding of the context in which the Complete Streets Design Manual will be developed. The exact items to be reviewed will be determined in collaboration with LFUCG staff, but it is anticipated they may include the following:

- Complete Streets Resolution
- Complete Streets Action Plan
- Regional Bike and Pedestrian Plan
- Safety Action Plan
- Comprehensive Plan
- Lexington Urban Growth Management Plan
- LFUCG Roadway Manual
- Subdivision Regulations
- Neighborhood Traffic Management Program Guide

Task 2 Deliverables

- None.

Task 3: Stakeholder Engagement

Preparation of the Complete Streets Design Manual should involve a wide variety of potential users of the Manual, particularly where the Manual recommends alternatives that differ from current practices. This will be accomplished through several avenues.

Task 3.1: Working Group

It is anticipated that key leadership from various LFUCG divisions will serve as a Working Group to shepherd the process. Toole Design's work includes a series of meetings that will allow us to gain a clear understanding of the need for the Manual and how best to develop it to result in the greatest benefit for its users. Further, these meetings will be used to educate Working Group members on national best practices for multimodal facility design, while also allowing us to vet potential content. For budgeting purposes, four (4) virtual meetings with the Working Group are reflected in the schedule.

Task 3.2: Stakeholder Meetings

As a complement to the Working Group, meetings will be held with various stakeholder groups that may include but not be limited to the following:

- Developers
- KYTC
- Advocates
- Utility providers
- Freight operators
- Emergency services
- Fayette County Public Schools Transportation

Stakeholder meetings will be a combination of project background, education on best practices, and understanding and addressing individual issues and concerns related to the Manual. For budgeting purposes, 10 stakeholder meetings have been included in the scope. These meetings will be limited to one (1) hour each and will be held virtually.

Task 3 Deliverables

- Four (4) virtual Working Group meetings.
- Up to 10 virtual stakeholder meetings.

Task 4: Outline and Style Template

Following initial stakeholder engagement, the content and overall style of the Manual will be established. Toole Design will provide a table of contents and template document layout to LFUCG for review, comment, and approval. Based on our extensive experience developing design guidance, it is essential that each topic covered in the Manual strike a careful balance between narrative and rich graphic illustrations that provide clear, definitive direction while also allowing for an appropriate degree of interpretation.

LFUCG will provide a single round of comments on the outline and style template; a minimum of a one-week comment period will be provided. An online, shared comment matrix will be distributed to the Working Group where all members will compile their comments. LFUCG's project manager will be responsible for reviewing these comments prior to the comment deadline and offering reconciliation of any conflicting comments.

Task 4 Deliverables

- Draft and final outline and style template.

Task 5: Complete Streets Design Manual

Toole Design will develop an easy to use, visually rich Complete Streets Design Manual. The Manual will build on street design policies and guidelines previously developed by relevant agencies (i.e., FHWA, NACTO, AASHTO, MUTCD, ADA, KYTC, etc.), but it will go one step further to ensure all guidance is applicable to Lexington. There will not be the need to flip back and forth between guidance documents, as the Manual will consolidate all information in one location, focusing on providing clear illustrations and design details and offering a menu of design options that allow for decision-making by a wide range of users. The Manual will be designed and formatted to function well in both hardcopy and electronic formats; the latter will include links to allow for easy navigation and cross-referencing.

We will develop multimodal design solutions that look beyond the *Highway Design Guidance Manual* and MUTCD, reflecting design sensitivity for local streets that are active and vibrant. We will work with LFUCG staff to develop content that will be useful to each division, complete with options to address various land use contexts ranging from urban to rural.

Task 5.1: Update/Incorporate Existing Documents

As part of crafting the Manual, two existing documents will be reviewed, updated, and/or incorporated.

Roadway Manual

Toole Design will recommend revisions to the Roadway Manual. This will not be a rewrite but rather an update to align the Roadway Manual with the Complete Streets Design Manual. It is anticipated that many of the topics currently covered in the Roadway Manual will be included in the Complete Streets Design Manual; these will be cross-referenced back to the revised Roadway Manual, which will serve as an appendix to the Complete Streets Design Manual.

Additional concept graphics will be provided to assist in communicating design intent; for budgeting purpose, up to 20 new graphics will be developed. Street classifications included in the Roadway Manual will be cross-referenced with street typologies depicted in the Complete Streets Design Manual.

LFUCG will provide the current Roadway Manual to Toole Design as an editable MS Word document and any graphics in their original, editable file formats (e.g., DWG, DGN, etc.). All revisions to the narrative and graphics will be completed in MS Word.

A draft of the revised Roadway Manual will be provided to the Working Group for review; a minimum of a two-week comment period will be provided and may run concurrently with reviews for the Complete Streets Design Manual. An online, shared comment matrix will be distributed to the Working Group where all members will compile their comments. LFUCG's project manager will be responsible for reviewing these comments prior to the comment deadline and offering reconciliation of any conflicting comments.

A final version of the revised Roadway Manual will be provided in both MS Word and PDF formats.

Neighborhood Traffic Management Program Guide

Toole Design will incorporate the intent of the Guide into the Complete Streets Design Manual. While some appendix information may be required, once the Complete Streets Design Manual is complete, the Neighborhood Traffic Management Program Guide will no longer exist as a standalone document. The content and procedures of the Guide will be updated and integrated into the Manual, allowing the Neighborhood Traffic Management Program to work seamlessly as part of LFUCG's Complete Streets initiative.

LFUCG will provide the current Neighborhood Traffic Management Program Guide to Toole Design as an editable MS Word document and any graphics in their original, editable file formats (e.g., DWG, DGN, etc.). The Working Group's review and comment on traffic calming elements will occur as part of the review of sections of the Complete Streets Design Manual.

Task 5.2: Develop Complete Streets Design Manual

Anticipated sections of the Manual include the following:

Introduction and Policy – Basic principles of multimodal design in Lexington will be articulated, including referencing KYTC standards, constraints, and opportunities, incorporation of LFUCG standards and policies, explanation of any variation to those standards, and general guidance on universal accessibility (i.e., as specified in the PROWAG) and the Safe System Approach (i.e., to reduce and ultimately eliminate fatal and serious injury crashes). Universal design, accessibility, and safety are not anticipated to be standalone chapters of the Manual but will be interwoven throughout the Manual as a given of all proper Complete Streets design.

Street Typologies – Understanding that context matters and that street design is not as simple as functional classification, we will define the prevailing street typologies throughout Lexington. It is anticipated these will include but not be limited to urban, urban residential, suburban commercial, suburban residential, industrial, and rural. Each typology will be defined through narrative and illustrative graphics as well as anticipated volumes, operating speeds, and design vehicles. Street typologies will be cross-referenced to specific countermeasures included throughout the Manual (with clickable links in the electronic version for ease of navigation). Street typologies depicted in the Complete Streets Design Manual will be cross-referenced with street classifications included in the Roadway Manual and reconciled with cross sections included in the Subdivision Regulations.

Roadway Design – Geometric design considerations as they apply to pedestrians, wheelchair users, bicyclists, transit riders, scooterists, motorists, and large vehicles will be covered. A wide range of design topics and countermeasures will be addressed, including the process to determine if such are feasible and appropriate solutions for each context. Specific issues will be included like bridges, temporary street uses, and traffic calming.

Intersection Design – The Manual will address the geometry of intersections in urban, suburban, transitioning, and rural environments, including transit stops, traffic signal accommodations (e.g., pedestrian protected phases, leading pedestrian intervals, bike signals, and turning restrictions), and pedestrian crossings, complete with a tool to determine appropriate enhancements at uncontrolled crossings. Specific attention will be given to design treatments that either separate vulnerable users in physical space and/or in time.

Pedestrian Realm – Zones of the sidewalk and shoulders will be defined based on context, including appropriate widths and materials, placement of street trees, stormwater and green infrastructure, street lighting, street furniture, and coordination with utilities.

Curbside Management and Shared Mobility – Consideration will be given to the use and organization of areas adjacent to the street, including transit stops, shelters, and street furniture. Routine and occasional uses like rolling trash carts, signage, parking meters, bike racks, public art, and vendors will be addressed. Additionally, shared mobility like rideshare, carshare, bikeshare, and scooters will be outlined as appropriate.

Implementation and Maintenance – The ultimate success of this project will be the degree to which the Complete Streets Design Manual is used for projects that impact the public right-of-way. The last chapter of the Manual will use flow charts and graphics to illustrate the Manual's role in project development and will clearly identify responsibilities for implementation, including establishing policies and procedures for decision-making, design review, and approval of public and private projects. For public projects this will include procedures for project scoping and visioning, public input, multidisciplinary stakeholder input and coordination, evaluating trade-offs, and design decision-making. For private development, a clear understanding of preferred versus allowed standards and methods for developers to streamline approvals will be provided.

To provide an effective review process of the Manual and ensure that foundational elements are set prior to moving forward with various design guidance elements, it is anticipated that the Manual will be reviewed by LFUCG in sections. These reviews will be of raw narrative and graphics, not final layout. Three (3) rounds of reviews are shown in the project schedule. For each review, a minimum of a two-week comment period will be provided. For each round, an online, shared comment matrix will be distributed to the Working Group where all members will compile their comments. LFUCG's project manager will be responsible for reviewing these comments prior to the comment deadline for each review round and offering reconciliation of any conflicting comments.

Following the above rounds of reviews, all narrative and graphic content will be incorporated into the layout of the document in InDesign. A draft of the final document will be provided to the Working Group for review; a minimum of a three-week comment period will be provided. An online, shared comment matrix will be distributed to the Working Group where all members will compile their comments. LFUCG's project manager will be responsible for reviewing these comments prior to the comment deadline and offering reconciliation of any conflicting comments.

Toole Design will address comments from the Working Group and prepare a draft final version of the Manual. The draft final Manual will be provided to stakeholders that were previously engaged in Task 3 for their review. Comments from the stakeholders will be taken on advisement with LFUCG and Toole Design collaboratively determining which comments should result in revisions to the Manual.

A final version of the Complete Streets Design Manual will be provided in both InDesign and PDF formats.

Task 5 Deliverables

- Revised Roadway Manual as an appendix to the Complete Streets Design Manual (i.e., PDF).
- Draft sections of the Manual for review in raw narrative and graphic format (i.e., PDF).
- Draft of the Manual in layout format for Working Group review (i.e., PDF).
- Draft final Manual in layout format for stakeholder review (i.e., PDF).
- Final Manual in layout format (i.e., InDesign and PDF).

Task 6: Subdivision Regulations Update

Toole Design will update the Subdivision Regulations. This update will not be wholesale; it will rather focus on elements of the regulations that pertain to or influence the implementation of Complete Streets design principles. It is anticipated that updates will primarily address the public realm and specifically streets and adjacent environments. However, some updates may be recommended to land use components as they apply to walkability (e.g., block lengths, mix of uses, etc.).

Regulations will be refined to promote walkability, provisions for bicycles, improved safety, and traffic calming. Additional concept graphics will be provided to assist in communicating design intent; for budgeting purpose, up to 15 new graphics will be developed. Street cross sections included in the regulations will be reconciled with street typologies depicted in the Complete Streets Design Manual.

The update to the Subdivision Regulations will be a standalone document to allow for its independent adoption by the Planning Commission. It will be referenced by the Complete Streets Design Manual. LFUCG will provide the current Subdivision Regulations to Toole Design as an editable MS Word document and any graphics in their original, editable file formats (e.g., DWG, DGN, etc.). All updates to the narrative and graphics will be completed in MS Word.

A draft of the update will be provided to the Working Group for review; a minimum of a two-week comment period will be provided and may run concurrently with reviews for the Complete Streets Design Manual. An online, shared comment matrix will be distributed to the Working Group where all members will compile their comments. LFUCG's project manager will be responsible for reviewing these comments prior to the comment deadline and offering reconciliation of any conflicting comments.

A final version of the Subdivision Regulations update will be provided in both MS Word and PDF formats.

Task 6 Deliverables

- Draft of the Subdivision Regulations update (i.e., PDF).
- Final Subdivision Regulations update (i.e., MS Word and PDF).

Task 7: Adoption

Following the receipt of and response to comments on a draft of the Complete Streets Design Manual and Subdivision Regulations, we will deliver the final documents for LFUCG approval. As appropriate, Toole Design will facilitate presentations to Lexington's Planning Commission and Urban County Council for approval, working with LFUCG staff to ensure such comply with established public and stakeholder input and public hearing procedures.

Task 7 Deliverables

- Up to two (2) presentations to Planning Commission.
- Up to two (2) presentations to Urban County Council.

SCHEDULE

As shown in the attached schedule, Toole Design will deliver the Complete Streets Design Manual within a 14-month timeframe.

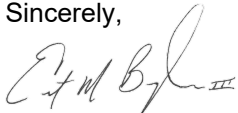
COMPENSATION

TASK	LUMP SUM FEE
1. Project Management	\$25,900
2. Existing Policies and Standards Review	\$11,000
3. Stakeholder Engagement	\$44,100
4. Outline and Style Template	\$27,000
5. Complete Streets Design Manual	\$273,500
6. Subdivision Regulations Update	\$49,500
7. Adoption	\$19,000
TOTAL LUMP SUM FEE	\$450,000

**Lump sum fee is inclusive of labor, overhead, profit, and expenses.*

Thank you for the opportunity to partner with LFUCG on this important project. If you have any questions or would like to discuss further, please contact me by phone at 864.336.2276 x140 or via email at eboughman@tooledesign.com.

Sincerely,



Ernie Boughman, AICP | Owner | Director of Operations, Southeastern U.S.

TOOLE DESIGN

172 E Main Street, Suite 300 | Spartanburg, SC 29306
eboughman@tooledesign.com | 864.336.2276 x140

LEXINGTON COMPLETE STREETS DESIGN MANUAL
PROJECT SCHEDULE | REVISED APRIL 4, 2024

The schedule below provides a breakdown of tasks, milestones, and deliverables. Toole Design will deliver the Complete Streets Design Manual within a fourteen-month timeframe.

TASKS	2024						2025								
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1 Project Management															
Ongoing Project Management															
Virtual Kickoff Meeting	M														
Monthly Virtual Check-ins		M	M	M	M	M	M	M	M	M	M	M	M	M	M
Monthly Invoices and Progress Reports		D	D	D	D	D	D	D	D	D	D	D	D	D	D
2 Existing Policies and Standards Review															
Review of Existing Policies and Standards															
3 Stakeholder and Public Engagement															
Working Group Meetings		M		M					M			M			
Stakeholder Meetings		M			M										
4 Outline and Style Template															
Outline TOC and Style Template			D												
5 Complete Streets Design Manual															
Roadway Design Manual Revisions						D									
LFUCG Review Period															
Complete Streets Design Manual Narrative and Graphics Development				D		D		D							
LFUCG Review Periods															
Design Manual - Draft Layout Development											D				
LFUCG Review Period															
Stakeholder Review Period															
Design Manual - Finalization														D	
6 Subdivision Regulations Update															
Subdivision Regulations Update						D									
LFUCG Review Period															
Subdivision Regulations - Finalization									D						
7 Adoption															
Technical Presentations															M

M = Meeting
D = Deliverable



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0587-24

File ID: 0587-24

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 06/03/2024

File Name: Request Council authorization to execute an agreement for federal funding in the amount of \$360,000 from the Kentucky Transportation Cabinet for the Complete Street Design Standards Project for FY2024. Local grant match in the amount of \$90,000 is budgeted

Final Action:

Title: Authorization to execute an agreement for federal funding in the amount of \$360,000 from the Kentucky Transportation Cabinet for the Complete Street Design Standards Project for FY2024. Local grant match in the amount of \$90,000 is budgeted in the FY 2024 General Fund. (L0587-24) (Duncan/Horn)

Notes:

Sponsors:

Enactment Date:

Attachments: 24 - Blue Sheet Memo Complete Streets Revised, 24 - Blue Sheet Memo Complete Streets Revised, BA 13128 Grant Match, BA 13129, FY25 LEX Complete Streets Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0587-24

Title

Authorization to execute an agreement for federal funding in the amount of \$360,000 from the Kentucky Transportation Cabinet for the Complete Street Design Standards Project for FY2024. Local grant match in the amount of \$90,000 is budgeted in the FY 2024 General Fund. (L0587-24) (Duncan/Horn)

Summary

Authorization to execute an agreement for federal funding in the amount of \$360,000 from

the Kentucky Transportation Cabinet for the Complete Street Design Standards Project for FY2024. Local grant match in the amount of \$90,000 is budgeted in the FY 2024 General Fund. (L0587-24) (Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 4/16/2024

Risk Management: N/A

Fully Budgeted: Yes, budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$450,000

Annual Impact: \$0

Project: COMPLETE_ST_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: MAY 31, 2024

SUBJECT: Complete Streets Design Standards Project

Request: Council authorization to execute an agreement for federal funding in the amount of \$360,000 from the Kentucky Transportation Cabinet for the Complete Street Design Standards Project for FY2024. Local grant match in the amount of \$90,000 is budgeted in the FY 2024 General Fund.

Purpose of Request: The Lexington Area Metropolitan Planning Organization (MPO) has programmed \$360,000 in Surface Transportation Block Grant – Lexington (STBG-SLX) federal highway funds for the Complete Street Design Standards Project as part of the MPO's FY 2021-2024 Transportation Improvement Program and FY2025 Unified Planning Work Program.

The MPO and City of Lexington recently adopted Complete Street Policies that directs each agency to utilize best-practices Complete Street design principles and standards when reconstructing streets, building new streets, and maintaining existing streets. The Complete Street Design Standards project will utilize consulting services to review existing LFUCG street design standards and recommend updates to the LFUCG Roadway Manual, Subdivision/Zoning Regulations, and Traffic Management Program Guide to better integrate and align these with current best-practices guidelines and standards.

Cost in this Budget year and future budget years: Cost in FY 2024 is \$450,000 (\$360,000 in federal funds in FY24 and \$90,000 in FY24 General Fund dollars). There are no anticipated planning costs in future budget years.

Are the funds budgeted?

Yes, \$60,000 in grant match is already budgeted in 3160-160705-0001-71299. The remaining \$30,000 in grant match is budgeted in 1101-303202-3221-71205 and a FY2024 budget amendment will be completed to move the funds to 3160-160705-001-71299.

File Number: 0587-24

Director/Commissioner: Duncan/Horn





**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: MAY 31, 2024

SUBJECT: Complete Streets Design Standards Project

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Are the funds budgeted? Yes, \$60,000 in grant match is already budgeted in 3160-160705-0001-71299. The remaining \$30,000 in grant match is budgeted in 1101-303202-3221-71205 and a FY2024 budget amendment will be completed to move the funds to 3160-160705-001-71299.

File Number: 0587-24

Director/Commissioner: Duncan/Horn



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LFUCG Budget Amendment Request Form

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Requester: Moore,Celia E

Date: 06/04/2024

Status: Pending Approval

Amend Nbr: 13128

Business Unit: LFUCG

Journal Date: 06/04/2024

Budget Period: 2024

Bid: ☐ Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

[Personalize](#) | [Find](#) | [View All](#) | |

First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	1101	303202	3221	71205	Prof Svc - Engineer	-30,000.00	035224	055143	
2	1101	160705	0001	78201	Grant Match	30,000.00	JDUNCAN3	MHORN	

► Revenue Accounts

► Project/Grant Revenue

► Project/Grant Expenditures

Comments:

To move funds from Professional Service-Engineer to Grant Match for Complete Streets (COMPLETE_ST_2024).

Net Amend Amt:

0.00

Submit for Approval

Save

Add



Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Moore,Celia E

Date: 06/04/2024

Status: Pending Approval

Amend Nbr: 13129

Business Unit: LFUCG Journal Date: 06/04/2024 Budget Period: 2024 Bid: ☐ Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	160705	0001	71299	Prof Svc - Other	150,000.00	JDUNCAN3	MHORN	

▼ Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	160705	0001	44010	Intergovernmental - Federal	120,000.00	JDUNCAN3	MHORN	
2	3160	160705	0001	45911	Transfer From General Service	30,000.00	JDUNCAN3	MHORN	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To budget additional funds awarded on Complete Streets Project (COMPLETE_ST_2024).

Net Amend Amt: 0.00

Submit for Approval

**AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMPLETE STREETS DESIGN STANDARDS; \$450,000**

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Lexington-Fayette Urban County Government, a local government, hereinafter referred to as the RECIPIENT,

WITNESSETH

WHEREAS, 23 U.S.C. §133 established a surface transportation program authorizing Federal funds to be appropriated for projects specified in 23 U.S.C. §133 and an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

WHEREAS, the Federal-aid Highway Program is a state administered reimbursement program being conducted by the CABINET through the Division of Planning and the RECIPIENT shall carry out this AGREEMENT in accordance with all applicable Federal and State laws and regulations including but not limited to all of 23 U.S.C., 49 U.S.C., 23 CFR, and 49 CFR; and

WHEREAS, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act (Attachment A), Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the RECIPIENT has submitted a Unified Planning Work Program (UPWP) to the CABINET for approval, and the UPWP and the proposed budget contained within are incorporated within this AGREEMENT by reference; and

WHEREAS, the RECIPIENT is requesting Federal highway funds in the amount of \$360,000 (80% Federal share) and the RECIPIENT will provide Local funds in the amount of \$90,000 (20% Local share) for a total contract amount of \$450,000 to carry out the PROJECT, defined as Complete Streets Design Standards activities specified in the UPWP, for the period of July 1, 2024 through June 30, 2026; and

WHEREAS, the PROJECT is part of the approved Lexington metropolitan planning organization's Transportation Improvement Program, if required, and the CABINET is willing to provide these Federal funds to the RECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope The RECIPIENT shall undertake and complete the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this

AGREEMENT and all applicable regulations or directives issued by the CABINET or Federal Highway Administration (FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

Section 2. Duration It is understood by both contracting parties that the effective date of the AGREEMENT is July 1, 2024. Work is not to begin until a Notice to Proceed is issued by the CABINET. The RECIPIENT shall complete the PROJECT by June 30, 2026. An extension of this AGREEMENT beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3. Funding It is understood that Federal funds for the PROJECT are being provided as authorized under 23 U.S.C., specifically through the Catalog of Federal Domestic Assistance Program Number 20.205 – Highway Planning and Construction. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of Federal-Aid Surface Transportation Program Metropolitan Lexington (SLX) funds as allocated by the CABINET and subject to approval by FHWA. The total Federal share of the PROJECT cost shall not exceed \$360,000 unless approved in writing by the CABINET. Federal funds shall be matched as follows: 80% Federal - 20% non-Federal match. The RECIPIENT shall provide a 20% match for a total contract amount of \$450,000. The RECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal and State funds, if applicable, to assure funding for completion of the PROJECT. The Federal share and State share, if applicable, of costs are payable quarterly by the CABINET upon presentation and approval of two (2) copies of a reimbursement request, including an invoice and adequate documentation. All reimbursement requests shall correspond with the expense categories in the PROJECT budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be

representative of and closely approximate the actual work done, as reported in the narrative progress report. The CABINET may withhold payment of an invoice until the RECIPIENT submits accompanying backup information, such as narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoice. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the RECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the RECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and Subpart E of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If indirect costs are to be expended against the PROJECT, the RECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET's review and approval of the CAP, indirect charges will be eligible for reimbursement. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain elements of the PROJECT which must be completed without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 5. Purchase of Project Equipment and Property The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 2 CFR Part 200. The RECIPIENT shall maintain property records for equipment costing over \$5,000 purchased with Federal funds and perform a physical inventory of equipment. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance: This contract is subject to a financial assistance contract between the State of Kentucky and the Federal Highway Administration."

Section 6. Assignability The RECIPIENT shall not assign a portion of the work to be performed under this AGREEMENT, or execute a contract or amendment thereto, or obligate itself with a third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. The procurement of a professional service shall follow the guidelines identified in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies*. Solicitation for and execution of a subcontract between the RECIPIENT and a third party for work included in the PROJECT must have prior written approval of the CABINET. A third party contract must comply with the regulations outlined in this AGREEMENT. The RECIPIENT shall follow all applicable State and Federal statutes and regulations when assigning work under this AGREEMENT, including but not limited to KRS 45A, 40 U.S.C. Chapter 11, and the procurement standards specified in 2 CFR.

Section 7. Reporting and Records The RECIPIENT shall comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit an annual Performance and Expenditure Report, if required, to the CABINET within 80 calendar days following the end of the RECIPIENT's fiscal year. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including KRS 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The RECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations.

The RECIPIENT shall retain all records for a period of three (3) years from the date of project closure in FMIS, if applicable, or if not applicable, for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation, pursuant to 2 CFR §200.333.

Section 8. Audit and Inspection The RECIPIENT shall permit the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records; and the RECIPIENT shall also permit representatives of these agencies to review audit(s) performed by the RECIPIENT or other entity and to audit the books and accounts of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT shall provide the CABINET with two (2) copies of audits or reviews pursuant to Subpart F of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," within nine (9) months of its fiscal year end or within thirty (30) days after the audit is completed, whichever occurs first.

The RECIPIENT hereby acknowledges it is responsible to inform an entity it intends to hire or use as a contractor, as defined in KRS 45A.030, that the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to the entity's books, documents, papers, records, or other evidence which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, all books, documents, papers, records, or other evidence provided to the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

Section 9. Hold Harmless Clause To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property due to the activities of the RECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

Section 10. Non-Discrimination and Equal Employment Opportunity The RECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and all applicable Federal and State requirements, including Executive Orders. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable Federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited

to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT 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 the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Interest of Members of or Delegates to Congress No funding has been or will be paid to a member of or delegate to the Congress of the United States in connection with the awarding of this AGREEMENT, nor shall a member of or delegate to the Congress of the United States receive a benefit arising out of this AGREEMENT.

Section 12. Prohibited Interest No member, officer, or employee of the CABINET or of the RECIPIENT shall have an interest, direct or indirect, in this AGREEMENT or the proceeds thereof as established in KRS 45A.340.

Section 13. Covenant Against Contingent Fees The RECIPIENT warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the CABINET shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 14. Applicable Laws This AGREEMENT shall be in accordance with all Federal laws and the laws of the Commonwealth of Kentucky.

Section 15. Americans with Disabilities Act The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving Federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.

Section 16. Disadvantaged Business Enterprise (DBE) Requirements The RECIPIENT agrees to comply with the DBE requirements contained within 49 CFR Part 26.

DBE Assurance: The RECIPIENT, and all contractors or subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the RECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor)

must include this provision.

DBE Prompt Payment Requirement: The RECIPIENT must abide by 49 CFR §26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on a subcontract of this AGREEMENT.

Section 17. Disputes Disputes concerning a question of fact in connection with the work not disposed of by AGREEMENT between the RECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 18. Campaign Finance If applicable, the undersigned representative of the RECIPIENT swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate provisions of the campaign finance laws of the Commonwealth.

Section 19. Violations If applicable, pursuant to KRS 45A.485, the RECIPIENT and any subcontractors performing work under this AGREEMENT, shall reveal to the CABINET the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT agrees to be in continuous compliance, and will require any subcontractors performing work under this AGREEMENT to be in compliance, with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of the AGREEMENT shall be grounds for the termination of funding for the AGREEMENT and disqualification of the RECIPIENT from eligibility for future state contracts for a period of two (2) years.

Section 20. Personal Service Contracts and Memoranda of Agreement If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 21. Debarment and Suspension A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 22. Clean Air Act and Federal Water Pollution Control Act The RECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 23. Boycott Provisions The RECIPIENT represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. The term "boycott" does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 24. Lobbying The RECIPIENT represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded. The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 25. Termination The CABINET reserves the right to terminate all reimbursements under this AGREEMENT when deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such termination to the RECIPIENT. If reimbursement under this AGREEMENT is terminated by reason other than violation of this AGREEMENT or applicable law by the RECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the RECIPIENT according to the terms of this AGREEMENT for all expenses incurred under this AGREEMENT to the date of the termination of reimbursement. The RECIPIENT may seek to terminate its obligations under this AGREEMENT when deemed to be in its best interest by giving thirty (30) days written notice to the CABINET. If the CABINET agrees to allow the RECIPIENT to terminate its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

Section 26. Agreement Change Proposed changes in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 27. Resolution If applicable, the RECIPIENT shall pass a resolution authorizing the undersigned representative of the RECIPIENT to sign this AGREEMENT on behalf of the

RECIPIENT and a copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

Section 28. Severability In the event that any Section of this AGREEMENT is declared invalid or is unenforceable, the remainder of this AGREEMENT shall remain in full force and effect and all responsibilities and duties of the parties shall be performed as set forth herein.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

MAYOR

**SECRETARY, TRANSPORTATION
CABINET**

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

**OFFICE OF LEGAL SERVICES
TRANSPORTATION CABINET**

DATE: _____

Last updated: March 28, 2024

ATTACHMENT A – FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

Federal Funding Accountability and Transparency Act * AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED *	
1. SUB-AWARDEE Name: Address: 	
2. DUNS NUMBER 	<i>Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access:</i> http://fedgov.dnb.com/webform
3. CCR REGISTRATION (CAGE code) 	<i>Unique 5 digit number issued by the Central Contractor Registration. To obtain a CCR number (if your agency does not already have one) please access:</i> https://www.bpn.gov/ccr/default.aspx
4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES	<i>All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet BOTH of the following criteria:</i> <i>A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and</i> <i>B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)</i>
NO- Does not meet both criteria A & B	If no, please skip to box 5
YES- Meets both criteria A & B	If yes, please fill out 1-5 with Executive name and compensation.
4.1 Executive Name	Compensation
4.2 Executive Name	Compensation
4.3 Executive Name	Compensation
4.4 Executive Name	Compensation
4.5 Executive Name	Compensation
5. PREPARED BY:	
Name: Title: 	DATE:
Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf	



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0588-24

File ID: 0588-24

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 06/03/2024

File Name: Request Council authorization to execute a revised Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$1,281,696 for the Consent Decree pr

Final Action:

Title: Authorization to execute a revised Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) for Ultraviolet Disinfection Systems at both treatment plants (Consent Decree projects) in the amount of \$1,281,696. (L0588-24) (Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: 24-Blue Sheet Memo Accept Award UV Project, BA 13131, KIA_GrantCommitmentLetter_22CWS171_Supplemental - Unsigned, Resolution 192-2024, RESO 0588-24- Revised Conditional Commitment Letter 4876-1771-6677 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0588-24

Title

Authorization to execute a revised Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) for Ultraviolet Disinfection Systems at both treatment plants (Consent Decree projects) in the amount of \$1,281,696. (L0588-24) (Martin/Albright)

Summary

Authorization to execute a revised Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) for Ultraviolet Disinfection Systems at both treatment plants (Consent Decree projects) in the amount of \$1,281,696. (L0588-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 4/4/2024

Risk Management: N/A

Fully Budgeted: Yes and budget amendment is in process.

Account Number: 3230 303401 3401 92711 - \$1,165,178

This Fiscal Year Impact: \$1,281,696

Annual Impact: \$0

Project: UV_GRANT_2024

Activity: CONSTRUCT

Budget Reference: 2024

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: MAY 31, 2024

**SUBJECT: Acceptance of an Increased Award from Kentucky Cleaner Water Round 2
Grant from American Rescue Funds for Ultraviolet Disinfection Systems at Both
Treatment Plants**

Request: Council authorization to execute a revised Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$1,281,696 for the Consent Decree project.

Purpose of Request: Two separate Kentucky Cleaner Water Grants have been awarded for the design and construction of ultraviolet disinfection systems at each wastewater treatment plant. The grant funding associated with these projects is summarized as follows:

GRANT NO.	INITIAL GRANT AWARD	CURRENT GRANT AWARD
21CWS027	\$11,868,095	\$13,054,905
22CWS171	\$1,165,178	\$1,281,696*

*pending

Construction cost estimates developed during the design phase have determined that the original grant awards are less than the estimated total project cost.

The grant program, administered by the Kentucky Infrastructure Authority (KIA) allows for up to a 10% funding increase for underfunded projects. The Division of Water Quality has requested and received KIA approval for the increase as recommended by this memorandum. With approval of this recommendation, the estimated financial status of the project is:

Estimated total project cost - \$15,732,000.

Potential grant funding amount - \$14,336,601

This project is part of the Consent Decree Remedial Measures Plan (RMP) project schedule approved by the Commonwealth and the U.S. Environmental Protection Agency (EPA). The project is scheduled for completion by December 31, 2026.



Page 2 of 2
UV_GRANT_2022
UV_GRANT_2024

What is the cost in this budget year and future budget years? \$1,281,696 is the new grant amount allocated to this project.

Are the funds budgeted? Yes and budget amendment is in process.

\$1,165,178 – 3230-303401-3401-92711 UV_GRANT_2024 CONSTRUCT

File Number: 0588-24

Director/Commissioner: Martin/Albright

Search in Menu

LFUCG Budget Amendment Request Form

[New Window](#) | [Help](#) | [Personalize Page](#)

Requester: Moore,Celia E

Date: 06/04/2024

Status: Pending Approval

Amend Nbr: 13131

Business Unit: LFUCG

Journal Date: 06/04/2024

Budget Period: 2024

Bid: ☐

Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First

1 of 1

 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3230	303401	3401	92711	Construction-Treatment Plant	116,518.00	CHMARTIN	055143	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First

1 of 1

 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3230	303401	3401	44010	Intergovernmental - Federal	116,518.00	CHMARTIN	055143	

► Project/Grant Revenue

► Project/Grant Expenditures

Comments:

To budget additional funds awarded on KY Cleaner Water CWP grant funds under American Rescue Plan Act (ARPA) for UltraViolet Project (UV_GRANT_2024).

Net Amend Amt:

0.00

Submit for Approval

Save

Add



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

100 Airport Road
Frankfort, Kentucky 40601
(502) 573-0260
<https://kia.ky.gov>

Sandy Williams
Executive Director

May 31, 2024

Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 E Main St
Lexington, KY 40507

KENTUCKY INFRASTRUCTURE AUTHORITY CONDITIONAL SUPPLEMENTAL COMMITMENT LETTER

KIA Grant Number 22CWS171
WRIS Project Number SX21067064

Dear Official,

Congratulations on receiving an increase to your existing Kentucky Cleaner Water Program (the "CWP") grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the additional grant funds to the Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$116,518 for the UltraViolet (UV) Radiation WWTP Disinfection Retrofit project. This brings your total grant award to \$1,281,696. We look forward to working with you to successfully complete your Project! All terms, conditions, and Exhibits previously provided to the Authority by the Grantee for this Grant are incorporated herein by reference. Note that this Conditional Supplemental Commitment Letter, Attachments and Exhibits hereto do not include certain exhibits that were included in your original Conditional Commitment Letter because updated versions of those exhibits are not needed for this supplemental grant. We have left the original Exhibit numbers in place for clarity.

Please be aware that these CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.



An Assistance Agreement (or Supplemental Assistance Agreement if your Assistance Agreement is already signed) will be executed between the Authority and the Grantee upon satisfactory performance of the conditions set forth in Attachment A. Funds will be available for disbursement only after execution of the Assistance Agreement and / or Supplemental Assistance Agreement.

During the course of implementing your project, please inform the Authority of any changes in the project scope and financing plan as soon as possible.

We wish you every success for this project, which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams,
Executive Director

Attachments

cc: Tiffany Rank, Project Administrator
Charles H Martin, Lexington Fayette Urban County Government
Karyn Leverenz, ADD Coordinator
Don Schierer, KIA Grant Analyst
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.

Accepted

Date

ATTACHMENT A
GRANT TERMS AND CONDITIONS

Lexington-Fayette Urban County Government

The Conditional Supplemental Commitment Letter and a subsequent Assistance Agreement or Supplemental Assistance Agreement (the “AA”) between the Grantee and the Kentucky Infrastructure Authority shall be subject, but not limited, to the timely compliance with the following terms and conditions.

Terms

1. The grant award shall not exceed \$1,281,696 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority. Any reallocation requests should include signature approval by the original consensus approval group.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority’s execution of the AA.
5. The AA must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the AA as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW), if any, shall be obtained by the Grantee prior to project bid. All approvals required by the Kentucky Public Service Commission, if any, shall be obtained prior to commencement of project construction.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. CWP grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted for that

year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If CWP funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the CWP funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the AA or incorporated in the AA. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (SX21067064) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the AA and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.

Exhibit 1 must be completed and returned to the Authority with this signed Conditional Supplemental Commitment Letter.

After providing the Authority with the signed Conditional Supplemental Commitment Letter and Exhibit 1, the Authority will forward to the Grantee the AA. Upon completion by the Grantee of Exhibits 4 and 5, the Authorized Official shall sign the AA and forward the Exhibits, with supporting documentation, and the signed AA to the Authority for execution.

2. After receiving the AA: At an official meeting of its governing body, the Grantee shall approve acceptance of the Grant and the AA, amend its annual budget accordingly, and designate an Authorized Official to sign all appropriate documents. The resolution and the certificate of Recording Officer are submitted as **Exhibit 4**.
3. After receiving the AA: Legal Counsel for the Grantee must provide an opinion to the Authority as to the legality of Grantee accepting the grant and approving the AA as **Exhibit 5**.

ATTACHMENT B
PROJECT BUDGET

CWP PROJECT BUDGET

Project Title: UltraViolet (UV) Radiation WWTP
Disinfection Retrofit

WRIS#: SX21067064

Project Budget: Estimated

As Bid

Revised

enter date

enter date

enter date

Cost Classification		CWP Grant 22CWS171	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses									
2	Legal Expenses									
3	Land, Appraisals, Easements									
4	Relocation Expense & Payments									
5	Planning									
6	Engineering Fees - Design									
7	Engineering Fees - Construction									
8	Engineering Fees - Inspection									
9	Engineering Fees - Other									
10	Construction									
11	Equipment									
12	Miscellaneous									
13	Contingencies									
	Total									

Funding Sources		Amount	Date Committed
1			
2			
3			
4			
5			
	Total		

Local Funding Sources		Amount	Date Committed
1			
2			
	Total		

Total Funding

-

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation		
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
TOTAL CONSTRUCTION COSTS		

ATTACHMENT C**CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS**

Note A: Exhibit 1 must be completed, signed electronically or manually, then scanned and emailed to THE AUTHORITY with the Grantee's signed Conditional Supplemental Commitment Letter.

Exhibit 1 Notification to The Authority of completed Review / Update of Project Profile

Note B: Upon receipt of the signed Conditional Supplemental Commitment Letter, the Authority's verification of Exhibit 1, and approval by the Capital Projects and Bond Oversight Committee (CPBOC), the Authority will forward to the Grantee the AA. AFTER receiving the AA, the Grantee should complete Exhibits 4 and 5. Then the Authorized Official may sign the AA and email it to the Authority with Exhibits 4 and 5.

Exhibit 4 Grantee Resolution (Accepting Grant, Approving AA, Amending Budget, Designating an Authorized Official) and Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

EXHIBIT 1**CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE**

The Project Profile was reviewed and updated in the Water Resource Information System
as of _____ by the Grantee's Authorized Official and Project Administrator.

(date)

Project Administrator: _____

Grant Number: 22CWS171

EXHIBIT 4**RESOLUTION**

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE SUPPLEMENTAL GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT [or the GRANT SUPPLEMENTAL ASSISTANCE AGREEMENT], AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly and in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a supplemental grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into a supplemental assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the additional funds to the Grantee for the Project.

SECTION 2. That _____, and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____, 202____.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 202____; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____
_____, 202_____.

Secretary/Clerk

EXHIBIT 5**OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement [or Grant Supplemental Assistance Agreement] by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement [or Grant Supplemental Assistance Agreement] (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or

hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

RESOLUTION NO. 192 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONDITIONAL COMMITMENT LETTER WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY TO ACKNOWLEDGE AND ACCEPT THE COMMITMENT AND ITS TERMS AND CONDITIONS FOR AN ADDITIONAL AWARD OF \$1,165,178.00 IN FEDERAL FUNDS UNDER THE KENTUCKY CLEANER WATER GRANT (AMERICAN RESCUE PLAN ACT FUNDS), FOR THE INSTALLATION OF ULTRAVIOLET DISINFECTION EQUIPMENT AT TOWN BRANCH AND WEST HICKMAN WASTEWATER TREATMENT PLANTS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS.

WHEREAS, Kentucky Cleaner Water Grant 21CWS027 awarded \$11,868,095 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS006 awarded \$1,165,178.00 for a different, less critical treatment plant project; and

WHEREAS, construction costs for the ultraviolet disinfection systems exceeded estimates, resulting in insufficient funds for the project; and

WHEREAS, the Lexington-Fayette Urban County Government and the Kentucky Infrastructure Authority agreed to reallocate all funds from Grant 22CWS006 to be used for the ultraviolet disinfection system project; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS171 will award an additional \$1,165,178.00 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants.

NOW, THEREFORE, 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 Conditional Commitment Letter with the Kentucky Infrastructure Authority, which is attached hereto and incorporated herein by reference, to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,165,178.00 in federal funds under the Kentucky Cleaner Water Grant (American Rescue Plan Act funds), for the installation of ultraviolet disinfection equipment at the Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the

expenditure of funds.

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

PASSED URBAN COUNTY COUNCIL: April 25, 2024

Linda Gorton

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0393-24:EPT:4884-9076-5240, v. 1

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A REVISED CONDITIONAL COMMITMENT LETTER WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY TO ACKNOWLEDGE AND ACCEPT THE COMMITMENT AND ITS TERMS AND CONDITIONS FOR AN ADDITIONAL AWARD OF \$1,281,696.00 IN FEDERAL FUNDS UNDER THE KENTUCKY CLEANER WATER GRANT PROGRAM (AMERICAN RESCUE PLAN ACT FUNDS), FOR THE INSTALLATION OF ULTRAVIOLET DISINFECTION EQUIPMENT AT TOWN BRANCH AND WEST HICKMAN WASTEWATER TREATMENT PLANTS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS.

WHEREAS, the Urban County Council recently authorized and directed the Mayor to execute a Conditional Commitment Letter with the Kentucky Infrastructure Authority to acknowledge and accept a Kentucky Cleaner Water Grant in the amount of \$1,165,178.00 for the installation of ultraviolet disinfection equipment at the Town Branch and West Hickman Wastewater Treatment Plants; and

WHEREAS, construction cost estimates developed during the design phase exceed the amount awarded, and the Kentucky Infrastructure Authority has approved additional grant funds in the amount of \$116,518.00, for a total grant of \$1,281,696.00 in federal funds under the Kentucky Cleaner Water Grant Program (American Rescue Plan Act funds).

NOW, THEREFORE, 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 Revised Conditional Commitment Letter with the Kentucky Infrastructure Authority, which is attached hereto and incorporated herein by reference, to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,281,696.00 in federal funds under the Kentucky Cleaner Water Grant (American Rescue Plan Act funds), for the installation of ultraviolet disinfection equipment at the Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the expenditure of 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
0588-24:EPT_4876-1771-6677, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0589-24

File ID: 0589-24

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 06/03/2024

File Name: Request Council authorization to approve and adopt a substantial amendment to the 2019 Annual Action Plan and reallocate funding from several existing Cares Act Community Development Block Grant (CDBG-CV) projects. The unspent funds will be used for one

Final Action:

Title: Authorization to approve and adopt a substantial amendment to the 2019 Consolidated Plan Annual Action Plan and reallocate funding from several existing Cares Act Community Development Block Grant (CDBG-CV) projects. The unspent funds will be used for one new project and increase funding to an existing project resulting in a net zero change in total CDBG_CV funding and expense to LFUCG. (L589-24) (Reynolds/Lanter)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet_Consolidated_Plan_Amendment_Final
5-13-24, RLA (Autosaved), Public Notice H-L RSLA
and NAMI CDBG-CV, BA NAMI and RSLA 6.4.2024

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0589-24

Title

Authorization to approve and adopt a substantial amendment to the 2019 Consolidated Plan Annual Action Plan and reallocate funding from several existing Cares Act Community Development Block Grant (CDBG-CV) projects. The unspent funds will be used for one new project and increase funding to an existing project resulting in a net zero change in total CDBG_CV funding and expense to LFUCG. (L589-24) (Reynolds/Lanter)

Summary

Authorization to approve and adopt a substantial amendment to the 2019 Consolidated Plan Annual Action Plan and reallocate funding from several existing Cares Act Community Development Block Grant (CDBG-CV) projects. The unspent funds will be used for one new project and increase funding to an existing project resulting in a net zero change in total CDBG_CV funding and expense to LFUCG. (L589-24) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget adjustments will be submitted to reallocate funds within the existing grant budgets as needed.

Account Number:

Annual Impact: \$0

Project: CDBG_CV_2020 and CDBG_CV_2021

Activity: FED_GRANT

Budget Reference: 2020 and 2021

Current Balance:

TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS & SPECIAL PROGRAMS

DATE: MAY 13, 2024

SUBJECT: AMENDMENT TO THE 2019 CONSOLIDATED PLAN – PUBLIC HEARING ON JUNE 13, 2024

Request: Council authorization to approve and adopt a substantial amendment to the 2019 Annual Action Plan and reallocate funding from several existing Cares Act Community Development Block Grant (CDBG-CV) projects. The unspent funds will be used for one new project and increase funding to an existing project resulting in a net zero change in total CDBG_CV funding and expense to LFUCG.

Purpose of Request: Several existing projects in the Cares Act Community Development Block Grant (CDBG_CV) program were completed or are expected to be completed without spending all allocated funds. To ensure these funds are utilized for other eligible activities within the CDBG-CV program, two projects will receive a combined total of \$442,120.13 in CDBG_CV funds. These projects include an additional \$170,000 allocated to the National Alliance on Mental Health for operating an expanded mental health court, servicing eligible low/moderate income persons in Lexington-Fayette County. The other project will allocate \$272,120.03 to a new project for Recovery Support Living Assistance (RSLA) for up to \$500 in financial assistance to individuals entering or continuing in a substance disorder recovery residence. Funding will be reallocated as follows:

Existing Project/Funds To Be Reallocated	Amount to be Reallocated to New Projects	HUD Annual Action Plan Year(s)	LFUCG Project ID(s)
Community Development Block Grant Administration	\$ 74,000.00	2019	CDBG_CV_2020
Urban League	\$100,000.00	2019	CDBG_CV_2020
Lexington Housing Authority	\$49,131.27	2019	CDBG_CV_2020
Community Development Block Grant Administration	\$163,328.51	2020	CDBG_CV_2021
Food Chain	\$5,865.40	2020	CDBG_CV_2021
National Alliance on Mental Health	\$2.18	2020	CDBG_CV_2021
Refuge Clinic	\$9,179.33	2020	CDBG_CV_2021

New Vista	\$40,613.34	2020	CDBG_CV_2021
Total	\$442,120.03		

New or Expanded Project/Activity	Amount of New Allocation	HUD Annual Action Plan Year(s)	LFUCG Project ID(s)
National Alliance on Mental Health	\$170,000	2019	CDBG_CV_2021
Recovery Supportive Living Assistance (RSLA)	\$272,120.03	2019	CDBG_CV_2020 CDBG_CV_2021
Total	\$442,120.03		

In accordance with federal regulations found at 24 CFR Part 91 and the amended Citizen Participation Plan approved by the Urban County Council on May 28, 2020 (Resolution 219-2020), these modifications require a substantial amendment to the Annual Action Plan. Substantial amendments require opportunities for citizen comment. **Therefore, a public hearing will be held in conjunction with the regularly scheduled Urban County Council meeting on Thursday, June 13, 2024, at 6:00 pm.**

What is the cost in this budget year and future budget years? Funds will be reallocated within the existing CDBG_CV 2020 and 2021 grant budgets. There are no additional costs.

Are the funds budgeted? Budget adjustments will be submitted to reallocate funds within the existing grant budgets as needed.

File Number: 0589-24

Director/Commissioner: Reynolds/Lanter



TO: Kacey Allen-Bryant, Commissioner, Division of Social Services

FROM: Stacey Granville, Grants Manager Sr., Grants and Special Programs

DATE: May 30, 2024

SUBJECT: Memorandum of Understanding – Recovery Supportive Living Residential Assistance from FY 20, and 21 Community Development Block Grant Funds

The purpose of this memorandum is to establish the basic operating guidelines for the expenditure of Community Development Block Grant Funds approved for the Division of Social Services Recovery Supportive Living Assistance Program. The Division of Grants & Special Programs has allocated \$272,120.03 of federal Community Development Block Grant funds from FY 2020, and 2021 to support the Recovery Supportive Living Assistance Program.

Program Purpose:

The purpose of the Recovery Supportive Living Assistance Program is to assist individuals with financial barriers due to the negative impact COVID – 19 has had on the community. The program provides individuals entering or continue in a recovery supportive living residential programs a safe, affordable, drug and alcohol free housing, which is essential for individuals in early recovery from substance uses disorder.

Eligibility and Documentation:

Qualified applicants must be residents of Fayette County. All applicant household income must be <80% of the area median income and income documentation is required for each adult (18 and older). . Applicants must provide a copy of a completed program rental agreement signed by the resident and the recovery residence that outlines cost, rules and guidelines and expectations. A copy of the agreement must be submitted with each request along with the required income documentation. Request must indicate the application fee amount and to whom to make payment.

Required documentation for income includes the following, 2 months of pay stubs, disability/ retirement statements, and employer verification of wages. Benefit eligibility letters for KTAP, child support, SNAP,



LIHEAP, and SSI benefits, for all relevant household members. For self-employed applicants three years of federal income tax returns are signed, and including all adults in the household. For zero-income applicants a signed and notarized zero income form.

Assistance:

The maximum benefit is up to \$400 per person. An individual may receive assistance from the program every two years

Reporting:

The Division of Social Services will provide quarterly reports are due the 30th day after the previous quarter to the Division of Grants & Special Programs describing the clients served. This report shall include data concerning the number served, age, gender identity, race, ethnicity, veteran status, income, family status of the households served under this project and any clients with a disability. In addition, an annual report shall provide an unduplicated count of the individuals receiving financial assistance under this program and an unserved report of those who were not served by this program. A form will be provided for use in meeting these reporting requirements. The annual report is due on July 30 each year.

All funds must be expended by the following dates, the older year funds must be used first, and funds not used by the dates provided will be recaptured.

December 31st, 2025 for CDBG-CV_2020 \$37,131.27

December 31st, 2025 for CDBG-CV_2021 \$234,988.76

Theresa Reynolds, Director
Division of Grants & Special Programs

Kacey Allen-Bryant, Commissioner
Division of Social Services



NOTICE OF PUBLIC HEARING AND REQUEST FOR COMMENTS

The Lexington-Fayette Urban County Government announces that a Public Hearing will be held on Thursday, June 13, 2024, at 6 p.m. in the Council Chambers on the second floor of the Government Center at 200 East Main Street, Lexington, KY. The Public Hearing will be conducted in conjunction with the regularly scheduled Council Meeting. Public comment will be taken concerning amendments to the 2019 Annual Action Plan under the Cares Act Community Development Block Grant. It is proposed that additional money be added to and removed from existing projects in the Annual Action Plans as proposed below.

- **Community Development Block Grant Cares Act Administration Funds (2020)** –Reallocate \$74,000 of unused funds.
- **Urban League (2020)** – Reallocate \$100,000 of unused funds.
- **Housing Authority (2020)** – Reallocate \$49,131.27 of unused funds.
- **Food Chain (2021)** –Reallocate \$5,865.40 of unused funds.
- **Refuge Clinic (2021)** –Reallocate \$9,179.33 of unused funds.
- **Community Development Block Grant Cares Act Administration Funds (2021)** –Reallocate \$163,328.51 of unused funds.
- **National Alliance on Mental Illness (2021)** – Reallocate \$2.18 of unused funds
- **New Vista (2021)** – Reallocate \$40,613.34 of unused funds.
- **National Alliance on Mental Illness (2020)** – Allocate \$170,000 for operating an expanded mental health court serving eligible low/moderate income persons in Lexington-Fayette County.
- **Recovery Supportive Living Assistance (RSLA) (2020 and 2021)** - Allocate \$272,120.03 for up to \$400 in financial assistance to individuals entering or continuing in a substance use disorder recovery residence.

Additionally, comments will be accepted for a period of 30 days, Monday, May 13, 2024, through 5:00 p.m., Wednesday, June 12, 2024. Please submit comments to the attention of: Stacey Granville, Grant Manager Sr., Grants and Special Programs, 200 East Main Street, 6th Floor, Lexington, KY 40507, 258-3070 (TDD 425-2563). You may also submit your questions via email: grants@lexingtonky.gov. Information concerning the Consolidated Plan process is available on the LFUCG's web page at <https://www.lexingtonky.gov/consolidated-plan>.

The Lexington-Fayette Urban County Government operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. If information is needed in languages other than English or if you are a person with a disability that would necessitate assistance so that you might participate in the above listed meeting, please contact Grants and Special Programs at 859-258-3070 at least 7 days in advance of the public hearing so that arrangements may be made.

LINDA GORTON
MAYOR

Publish 1 Time, Monday, May 13, 2024
Lexington Herald-Leader

Please send the tear sheet and invoice to:

Stacey Granville, LFUCG, Division of Grants and Special Programs, 200 East Main Street, 6th Floor, Lexington, KY 40507 sgranvil@lexingtonky.gov

BA

Fund	Dept ID	Department	Account	Project Grant	Activity	Amount	
3120	160201	Grant & Special Program	63111	CDBG_CV_2020	FED_GRANT	\$ (55,742.16)	
3120	160201	Grant & Special Program	63511	CDBG_CV_2020	FED_GRANT	\$ (12,478.00)	
3120	160201	Grant & Special Program	63615	CDBG_CV_2020	FED_GRANT	\$ (1,300.00)	
3120	160201	Grant & Special Program	63621	CDBG_CV_2020	FED_GRANT	\$ (3,537.00)	
3120	160201	Grant & Special Program	63622	CDBG_CV_2020	FED_GRANT	\$ (25.00)	
3120	160201	Grant & Special Program	63624	CDBG_CV_2020	FED_GRANT	\$ (827.00)	
3120	160201	Grant & Special Program	63625	CDBG_CV_2020	FED_GRANT	\$ (100.00)	\$ (74,009.16)
3120	900206	Urban League	71101	CDBG_CV_2020	FED_GRANT	\$ (100,000.00)	
3120	900244	Lexington Housing Authority	71101	CDBG_CV_2020	FED_GRANT	\$ (49,131.27)	
3120	160201	Grant & Special Program	63111	CDBG_CV_2021	FED_GRANT	\$ (96,636.80)	
3120	160201	Grant & Special Program	63511	CDBG_CV_2021	FED_GRANT	\$ (23,250.81)	
3120	160201	Grant & Special Program	63615	CDBG_CV_2021	FED_GRANT	\$ (5,528.88)	
3120	160201	Grant & Special Program	63621	CDBG_CV_2021	FED_GRANT	\$ (6,256.15)	
3120	160201	Grant & Special Program	63622	CDBG_CV_2021	FED_GRANT	\$ (192.74)	
3120	160201	Grant & Special Program	63624	CDBG_CV_2021	FED_GRANT	\$ (1,463.13)	
3120	160201	Grant & Special Program	71299	CDBG_CV_2021	FED_GRANT	\$ (30,000.00)	\$ (163,328.51)
3120	900361	Food Chain	71101	CDBG_CV_2021	FED_GRANT	\$ (5,865.40)	
3120	900349	NAMI	71101	CDBG_CV_2021	FED_GRANT	\$ (2.18)	
3120	900337	Refuge Clinic	71101	CDBG_CV_2021	FED_GRANT	\$ (9,179.33)	
3120	900308	New Vista	71101	CDBG_CV_2021	FED_GRANT	\$ (40,613.34)	
						\$ (442,129.19)	
3120	900349	NAMI	71101	CDBG_CV_2021	FED_GRANT	\$ 170,000.00	
3120		RSLA	71101	CDBG_CV_2020	FED_GRANT	\$ 223,129.09	
3120		RSLA	71101	CDBG_CV_2021	FED_GRANT	\$ 48,990.94	
3120	160201	Grant & Special Program	63152	CDBG_CV_2020	FED_GRANT	\$ 9.16	
						\$ 442,129.19	



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0590-24

File ID: 0590-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Central Purchasing

File Created: 06/03/2024

File Name: Kentucky Apex Accelerator

Final Action:

Title: Authorization to execute a Memorandum of Agreement with the Kentucky Science and Technology Corporation (KSTC) and the Kentucky APEX Accelerator to provide joint classes, outreach events and webinars that support the LFUCG Minority Business Enterprise Program at a cost not to exceed \$8,400.00. Funds are budgeted. (L0590-24) (Slatin/Hensley)

Notes:

Sponsors:

Enactment Date:

Attachments: BlueSheet Memo Kentucky Apex Accelerator
6-3-24.docx, 2024 KY APEX Accelerator-LFUCG
MBEP MOA.pdf, RESO 0590-24 APEX Agreement
4885-4489-2102 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0590-24

Title

Authorization to execute a Memorandum of Agreement with the Kentucky Science and Technology Corporation (KSTC) and the Kentucky APEX Accelerator to provide joint classes, outreach events and webinars that support the LFUCG Minority Business Enterprise Program at a cost not to exceed \$8,400.00. Funds are budgeted. (L0590-24) (Slatin/Hensley)

Summary

Authorization to execute a Memorandum of Agreement with the Kentucky Science and Technology Corporation (KSTC) and the Kentucky APEX Accelerator to provide joint classes, outreach events and webinars that support the LFUCG Minority Business Enterprise Program at a cost not to exceed \$8,400.00. Funds are budgeted. (L0590-24)

(Slatin/Hensley)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Barberie, 4-26-2022}

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1101-202801-0001-71299

This Fiscal Year Impact: \$8,400.00

Annual Impact: \$8,400.00

Project:

Activity:

Budget Reference:

Current Balance: \$11,000.01



**TO: LINDA GORTON,
MAYOR URBAN
COUNTY COUNCIL**

**FROM: TODD SLATIN, DIRECTOR
DIVISION OF CENTRAL PURCHASING**

DATE: June 3, 2024

**SUBJECT: MOA between the LFUCG and the Kentucky Science
and Technology Corporation (Kentucky APEX
Accelerator)**

Request:

Request Council authorization to execute a Memorandum of Agreement with the Kentucky Science and Technology Corporation (KSTC) and their Kentucky APEX Accelerator at a cost not to exceed \$8,400.00.

Why are you requesting?

The Kentucky Apex Accelerator will assist the LFUCG Minority Business Enterprise Program in providing joint classes, outreach events and webinars designed to increase MBE, WBE and veteran-owned business participation on LFUCG projects and procurement opportunities. The Kentucky Apex Accelerator provides technical capabilities and a network of clients that are beneficial to the advancement of the LFUCG Minority Business Enterprise Program.

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

\$8,400.00 in FY24

Are the funds budgeted? Yes, funds are fully budgeted in 1101-202801-0001-71299

File Number:

Director/Commissioner: Slatin/Hensley





MEMORANDUM OF AGREEMENT
between the
Kentucky Science and Technology Corporation (KSTC)
and the
Lexington Fayette Urban County Government (LFUCG)

Purpose

This Memorandum of Agreement (MOA) aims to advance mutual goals in Fayette County and the surrounding area for existing businesses with an opportunity to expand in government contracting and subcontracting areas.

Background

KSTC is an innovative organization that develops and manages creative initiatives in education, entrepreneurship, disruptive R&D, and economic competitiveness. KSTC is an independent non-profit 501(c)(3) organization founded in 1987.

The Kentucky APEX Accelerator (formerly the KYPTAC) is an initiative of KSTC that was launched in 2016. The Kentucky APEX Accelerator is funded through the U.S. Department of Defense. The mission of the Kentucky APEX Accelerator is to promote inclusive economic development by assisting companies in the process of providing products and or services to any government and large primes by:

- Removing obstacles for historically underrepresented and disadvantaged small businesses.
- Assisting in supplier diversity and socioeconomic certifications such as WOSB, SDVOSB, HUBZone, DBE, etc.
- Providing matching opportunities between government or large primes and small businesses.
- Increase economic growth for businesses by coaching, training, and equipping them with everything related to contracting/subcontracting.

LFUCG Division of Procurement processes approximately 300 contracts, quotes, bids, and requests for proposals (RFPs), totaling millions of dollars in purchases on an annual basis. LFUCG has established a ten percent (10%) goal for minority and woman-owned businesses and a three percent (3%) goal for veteran-owned businesses in their procurement process. The Minority Business Enterprise Liaison oversees the enterprise program to ensure the procurement process is inclusive of diverse companies and goals are met on LFUCG's projects. Training webinars and outreach programs are provided by the Minority Business Enterprise program to minority, women, and veteran-owned businesses to promote economic inclusion for the long-term growth and financial viability of Lexington and Fayette County.

The objectives of the LFUCG and KSTC through the Kentucky APEX Accelerator intersect in economic development for small, disadvantaged, minority, women, and veteran-owned businesses and helping businesses become contract-ready in Lexington-Fayette County by



Kentucky APEX Accelerator

providing coaching, training, and opportunities to bid on contracts. This MOA's purpose is to codify the relationship to enable future interactions.

Responsibilities

- LFUCG and the Kentucky APEX Accelerator will collaborate on a 7 joint series of classes, events, and webinars designed to increase the capabilities of businesses bidding for LFUCG contracts in the fiscal year 2024 -2025. Activities during the event will cover marketing support to The Kentucky APEX Accelerator community and supporting activities that assist LFUCG with meeting its goals. Some event examples might include but are not limited to the following:
 - *Benefits of LFUCG's Minority Business Enterprise Program & KY APEX Accelerator's Services*
 - *Doing Business with LFUCG & Future Opportunities*
 - *Your Passport to Opportunity: Which Certification is Right for Me?*
 - *LFUCG Construction Business Connection Event – Construction Trades Only*
- The Kentucky APEX Accelerator will publish all LFUCG opportunities through the Bid Center Service offered by the Kentucky APEX Accelerator and advertise solicitations issued by LFUCG. All will be sent out via email to all Bid Match subscribers. The bid center is a national automated-based service that alerts business subscribers of bids and proposal opportunities that match their products and services.
- The Kentucky APEX Accelerator refers clients to LFUCG for introductions and assistance in contracting with local government contracts.

Both Parties

- Both parties will meet for an update on prospective businesses and other opportunities.
- Both parties will use all available communication channels to promote the relationship.
- Both parties know that any training provided by LFUCG will require the business to register as a client of the Kentucky APEX Accelerator to receive the specified training.

Exclusivity

This agreement does not prohibit either party from partnering with another organization to provide the same or similar services.

Funding

The Kentucky APEX Accelerator will provide services. While the Kentucky APEX Accelerator operates with federal and state funding, it seeks sponsorships from partner organizations to fulfill its mutual mission and objectives and continue to provide businesses with high-quality training. The funds received will be allocated for administrative support. Therefore, the Kentucky APEX Accelerator will receive \$8,400 via check from LFUCG. All parties agree that the check provided by LFUCG will be funded from non-federal sources.



Kentucky APEX Accelerator

Points of Contact

The Kentucky APEX Accelerator's point of contact is Nancy Brown, Executive Director. The LFUCG point of contact is Sherita Miller, Minority Business Enterprise Liaison. At any point the contacts change, each party is responsible for notifying the other party in writing within ten business days.

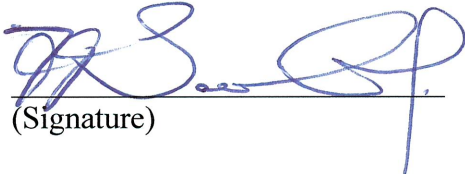
Duration of Agreement

This Memorandum of Agreement will be in effect until June 30, 2025. Approximately 60 days before expiration, both parties will discuss expiration or renewal based on an assessment of the continuing value of the Agreement to both parties. The Agreement may be terminated upon written notification by one party to the other within 15-day notice. Any events or agreements scheduled and made will need to be honored even after termination.

Signatories:

KSTC:

F. T. Samuel, President of KSTC
(Typed name and title)


(Signature)

8 MAY '24
Date

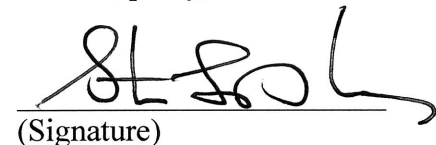
LFUCG:

Linda Gorton, Mayor,
(Typed name and title)

(Signature)

Date

Steve Pelphrey, Chief Financial Officer of KSTC


(Signature)

5/8/24
Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH KENTUCKY SCIENCE AND TECHNOLOGY CORPORATION (KSTC) AND THEIR KENTUCKY APEX ACCELERATOR, TO PROVIDE JOINT CLASSES, OUTREACH EVENTS, AND WEBINARS THAT SUPPORT THE LFUCG MINORITY BUSINESS ENTERPRISE PROGRAM, AT A COST NOT TO EXCEED \$8,400.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Science and Technology Corporation (KSTC) and their Kentucky APEX Accelerator, to provide joint classes, outreach events, and webinars that support the LFUCG Minority Business Enterprise Program.

Section 2 – That an amount, not to exceed the sum of \$8,400.00, be and hereby is approved for payment to the Kentucky Science and Technology Corporation (KSTC), from account #1101-202801-71299, pursuant to the terms of the agreement.

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

0590-24:TAH:4885-4489-2102, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0591-24

File ID: 0591-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Mayor's Office

File Created: 06/03/2024

File Name: Phase 3 Archaeological Study

Final Action:

Title: Authorization to execute Contract Modification No. 3 with Gresham Smith for the completion of Phase III archaeological data recovery in the amount of \$485,094 for the Legacy Business Park project, bringing the total contract cost to \$3,033,304. Funds are budgeted. (L0591-24) (Bencz/Atkins)

Notes:

Sponsors:

Enactment Date:

Attachments: bluesheet memo - Legacy Business Park Change Order 3 20240529, Change Order - Legacy 3 signed, LBP_Project_Change_Notice4, RESO 0591-24-Gresham Smith Mod 3 Legacy Business Park 4855-3610-0805 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0591-24

Title

Authorization to execute Contract Modification No. 3 with Gresham Smith for the completion of Phase III archaeological data recovery in the amount of \$485,094 for the Legacy Business Park project, bringing the total contract cost to \$3,033,304. Funds are budgeted. (L0591-24) (Bencz/Atkins)

Summary

Authorization to execute Contract Modification No. 3 with Gresham Smith for the completion of Phase III archaeological data recovery in the amount of \$485,094 for the Legacy Business Park project, bringing the total contract cost to \$3,033,304. Funds are budgeted. (L0591-24) (Bencz/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Dave Barberic, 6/3/2024]}

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

Fully Budgeted [select]: Yes

Account Number: 1105-136103-0001-71299 (LEGACYBUSD_2024): \$450,894

3230-136103-0001-71205: \$34,200

This Fiscal Year Impact: \$485,094

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: BA in process



TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Admin. Officer Sr.

CC: Kevin Atkins
Chief Development Officer

DATE: June 3, 2024

SUBJECT: Contract Modification – Legacy Business Park

Request

Request Council authorization to execute a contract modification with Gresham Smith for the completion of Phase III archaeological data recovery in the amount of \$485,094 for the Legacy Business Park project.

Reason for Request

This contract modification is for Phase III archaeological data recovery for one site within the project boundary. This work scope complies with U.S. Army Corps of Engineers permitting requirements for the site, and will be completed on a lump sum basis at a total fee of \$485,094 inclusive of project management costs.

The Professional Services Agreement with Gresham Smith for the Legacy Business Park project was approved on February 16, 2023 (Resolution No. 091-2023) in the amount of \$2,229,000. Change Order 1 was executed in July 2023, and allocated \$36,682 for an increase in scope to the Phase I archaeological site survey. Change Order 2 was approved on December 7, 2023 (Resolution No. 663-2023), which approved an additional \$282,528 for the completion of a Phase II archaeological site study. The total contract amount including this change order is \$3,033,304.

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

The cost for this FY is: \$485,094



The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted. A budget amendment is pending approval.

Account number: 1105-136103-0001-71299 (LEGACYBUSD_2024): \$450,894
3230-136103-0001-71205: \$34,200

File Number:

Director/Commissioner: Bencz/Atkins


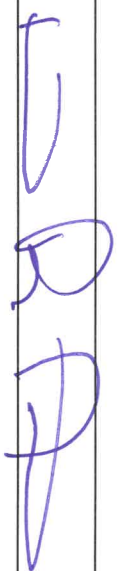


LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

DATE:	May 29, 2024
Contract Modification:	3
CONTRACT #:	Res. 091-2023

PROJECT: Legacy Business Park

TO: Gresham Smith

Original Contract Amount	\$2,229,000.00
Cumulative Amount of Previous Contract Modifications	\$319,210.00
Percent Change of Previous Contract Modifications	14%
Existing Contract Amount	\$2,548,210.00
Net (increase/decrease) in Contract Amount - (From following pages)	\$485,094.00
Percent Change of This Contract Modification	22%
Original Contract Amount	\$2,229,000.00
Cumulative Amount of all Contract Modifications	\$804,304.00
Percent Change of all Contract Modifications	36%
New Contract Amount Including this Change Order	\$3,033,304.00
Recommended by 	(Proj. Manager) Date <u>6/3/2024</u>
Accepted by _____	(Consultant) Date _____
Accepted by _____	(Contractor) Date _____
Approved by _____	(Director) Date _____
Approved by 	(Commissioner) Date <u>6/3/2024</u>
Approved by _____	(Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT						DATE: May 29, 2024	
CONTRACT MODIFICATION						Contract Mod #: 3	
						CONTRACT #: Res. 091-2023	
Project: Legacy Business Park							
TO: Gresham Smith							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Professional Svcs - Archaeological Phase III	LS	1	\$ 485,094.00	\$ -	\$ 485,094.00
2						\$ -	
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
15						\$ -	\$ -
Total decrease						\$ -	
Total increase							\$ 485,094.00
Net (increase) in contract price							\$ 485,094.00

JUSTIFICATION FOR CHANGE

PROJECT: Legacy Business Park

CONTRACT NO. Res. 091-2023

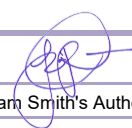
CHANGE ORDER: 3

1. Necessity for change: The U.S. Army Corps of Engineers is requiring a Phase III Archaeological Data Recovery at the Legacy Business Park site in compliance with permitting requirements. This assessment must be completed before permits can be finalized and construction can begin.
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: The prime contractor (Gresham Smith) has included \$27,450 for Project Management work scope for administration of this effort.
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: This will result in a delay in completion that is to be determined.

Mayor_____
Date



Project Change Notice

Project Name/Location:		Legacy Business Park	
Client Name:		Lexington Fayette Urban County Government	
PCN Number:	4		
GS PM Name:	Masterson	Gresham Smith Project #:	48334.00
Date Prepared:	5/22/2024	Client Project #:	
PCN Name/Title:	Contract Modification 4		
Description of Change and Impacts:			
<p>The project change notification includes the following; 1) Task 2 scope and fee for Phase III Archaeological Data Recovery at Site 15Fa408 and 2) Task 1 for project management scope and fee related to the additional effort for Phase III work.</p> <p>Fee increases: Task 2 Site Infrastructure Design - \$457,643.95 increase Task 1 Project Management - \$27,450 increase</p>			
Source of Change (Select from drop-down, or over-type):		<u>Field Condition</u>	
References/Attachments, if any:		Scope of Services provided by Cultural Resource Analysts, Inc	
Design/CCA Budget Impact			
Compensation/Fee:	<u>(Lump Sum)</u>	\$485,094	
Reimbursable Expenses:	NA		
Total:	\$485,094		
Design/CCA Schedule Impact:	Anticipate construction schedule extending to accommodate additional work.		
Other Impacts:			
Authorization:			
By:		By:	
	(Client's Authorized Representative)		(Gresham Smith's Authorized Signer)
Name:		Name:	Louis Johnson
Title:		Title:	Executive Vice President
Date:		Date:	5/23/2024

Scope of Services for Archaeological Data Recovery at Site 15Fa408 for the Legacy Business Park in Fayette County, Kentucky (revised)

May 29, 2024

Submitted to:

Molly Foree Cummins

Third Rock Consultants, LLC | 2526 Regency Road | Suite 180 | Lexington, KY 40503

Office: (859) 977 2000 | Cell: (859) 445-1682 | www.thirdrockconsultants.com

mforee@thirdrockconsultants.com

The Lexington-Fayette Urban County Industrial Development Authority, Inc. (IDA)

Legacy Business Park

Fayette County, Kentucky

Lexington West 7.5' Quad

Introduction

Site 15Fa408 was first discovered during a 2023 survey conducted by Cultural Resource Analysts, Inc. (CRA) for the proposed Legacy Business Park development project in Fayette County, Kentucky. Following the survey, the site could not be assessed for its eligibility for inclusion in the National Register of Historic Places (NRHP), and further work was recommended (Niquette and Johnson 2023). At the request of Molly Foree Cummins of Third Rock Consultants, LLC (henceforth, Third Rock), phase II NRHP evaluation investigations were conducted at Site 15Fa408 between January 8 and February 5, 2024. Based on the results of the NRHP evaluation excavations, the site is recommended eligible for inclusion in the NRHP. An on-site meeting with United States Army Corps of Engineers (USACE) and Kentucky Heritage Council (KHC) personnel along with representatives of Gresham Smith and the Lexington Fayette Urban County Government (LFUCG) was conducted on January 30, 2024, and it was verbally agreed by USACE and KHC that Site 15Fa408 is eligible for inclusion in the NRHP and that further work is warranted. During that same meeting, a management summary was requested at the conclusion of the phase II testing of the site, to be followed by a work plan for the phase III data recovery investigations, both of which would be submitted to Third Rock and then USACE for review. The management summary was submitted to Third Rock on February 14, 2024, and this document serves as the phase III data recovery work plan. The phase II testing was conducted under Office of State Archaeology (OSA) Antiquities Act Permit Number 2024-04 pursuant to Kentucky Revised Statute (KRS) 164.720, and the data recovery investigations will be conducted under the same permit assuming the work will be conducted within the same calendar year.

Project Background

Site 15Fa408, which is 15,414 sq m (161,459 sq ft) in size as measured in QGIS is an early nineteenth- to early twentieth-century farmstead/residence (Niquette and Johnson 2023). A light scatter of non-diagnostic precontact lithics and two Woodland pottery sherds also have been recovered, but no intact precontact deposits have been identified. The site is situated on a ridgetop within undissected uplands in a plowed agricultural field. It extends approximately 145 m north to south and 165 m east to west. A high density of artifacts was recovered, and two possible features were recorded during the phase I survey of the site (Niquette and Johnson 2023:89–100).

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On December 15, 2023, a geophysical survey using electromagnetic induction (EMI) was conducted, indicating high potential for the presence of buried archaeological deposits and/or features, several of which were likely associated with former structures. Utilizing the EMI survey results data, the NRHP evaluation excavations of Site 15Fa408 were conducted between January 8 and February 5, 2024. The testing of the site included the excavation of six 1-x-1 m test units and eight strip blocks totaling 829.7 sq m. Five of the test units (TUs 1–5) were placed in locations to sample various parts of the site based on the geophysical survey results as well as high probability areas, and TU 6 was excavated specifically to sample a trash pit feature (Feature 4). TU 2 also sampled a feature (Feature 8), but this was inadvertent as the feature was not discovered until the unit excavation was in progress. A total of 11 features and nine postholes were recorded during NRHP evaluation of the site. The features included an early nineteenth-century hammer-dressed limestone building foundation and central chimney base associated with former slave quarters (Features 1 and 2) that actually could date as early as the late eighteenth century; a late nineteenth-century fill/gravel deposit in a shallow depression (Feature 3) capping a large posthole (PH 6) and a small posthole (PH 8); a large late eighteenth-/early nineteenth-century trash pit (Feature 4); a hammer-dressed limestone foundation associated with a late eighteenth-/early nineteenth-century dwelling (Feature 5); a twentieth-century drainage trench (Feature 6); the remains of a twentieth-century artifact concentration adjacent to a line of bricks (Feature 7); a cellar (Feature 8) associated with the former late eighteenth-/early nineteenth-century dwelling (Feature 5); a disturbed limestone foundation with a possible cellar containing voids and a high density of mid-twentieth-century artifacts (Feature 9); a late nineteenth- to early twentieth-century artifact concentration in a depression that may have been located beneath a small outbuilding at one time (Feature 10); and an ash and coal deposit within a rectangular stain that may have actually been a large posthole associated with Feature 3/PH 6. Based on the archaeological data and the preliminary archival research conducted for the phase I survey, it is averred that the house/cellar (Features 5 and 8) was the former dwelling of Henry Gilbert, who resided there with his family in 1850 and 1860 (United States Bureau of the Census [USBC] 1850, 1860, Washington, D.C.), and the slave quarters structure (Features 1 and 2) was the residence of five enslaved persons in 1850, and seven enslaved persons in 1860 (USBC Slave Schedule [SS] 1850, 1860). Based on the archaeological data recorded during the phase II field investigations, the site dates to at least the early nineteenth century and possibly as early as the late eighteenth century. The owners and occupants of the site that resided there before the Gilbert family are currently unknown. With the fieldwork for the current project being concluded, in-depth archival research is being conducted in order to elucidate the ownership and occupation history of the site.

Data Recovery Goals/Research Questions

Phase III data recovery at Site 15Fa408 is anticipated to mitigate adverse effects to the site by the proposed Legacy Business Park project. Data yielded from the investigations may address research questions pertinent to this site including (but not limited to):

- It remains unclear when the property was first settled. Archaeological evidence associated with the structures identified during the NRHP evaluation of the site suggests that the house and slave quarters were constructed by at least the early decades of the nineteenth century, but it is possible that the house was built earlier (1790s). Not all of the house and slave quarter foundations were exposed, and only a small portion of the cellar associated with the house was sampled with a test unit. No builder's trenches were identified during the NRHP evaluation of Site 15Fa408, and further exposure of the building foundations may result in the discovery of builder's trenches that could contain important material evidence of the house and slave

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quarters construction. There also appears to be the possibility that the house was originally a small, one- or two-room cabin that was then incorporated/replaced by the larger structure. Hence, a goal of the data recovery efforts would be to more clearly ascertain the construction dates of the house and slave quarters. The presence of other possible outbuildings and their construction dates also would be ascertained, if found.

- What was the spatial layout of the farm in terms of the house, slave quarters, and other outbuildings and/or activity areas? Were there fences separating activity areas? How did this change over time and were there differences before and after the Civil War?
- What were the daily lifeways of the enslaved individuals and those of the slaveholder's family in the decades before the Civil War? Excavations in the interiors and exteriors of the structures via unit excavation and stripping/feature excavation may reveal artifacts/features that could provide insight into activities within and outside of the structures. It also would be interesting to ascertain differences in activities in the front vs rear and side yards of both structures.
- Were there differences in domestic artifacts, such as ceramic tablewares, between what was used in the house vs the slave quarters? Were there other notable differences in the overall assemblages between the two structures? With the exception of what was sampled in Feature 8 (cellar) with TU 2, all of the other artifacts were recovered from the plan view and backdirt in Blocks 2 and 4. If there are differences and/or similarities, what can they tell us about consumerism, availability of certain goods, were there preferences for certain items (value, symbolism)? Is there any evidence of various occupations/roles of the enslaved individuals that can be gleaned from the slave quarters deposits?
- Were there any pit cellars or small pits below the floor of the slave quarters where certain items may have been hidden from the slaveholders? Is there any evidence of African-derived items or manipulation of European American material culture? Any evidence of curing and magic ritual and/or ritual objects?
- A high density of faunal remains were recovered during the testing of Site 15Fa408, but since such a high density of these remains were recovered from secondary contexts and/or the plan views of the structures, they may not be as reliable for providing detailed data on food preferences, preparation, and consumption as those possibly recovered from intact deposits. Data recovery excavations may reveal detailed information of foodways at the site. Were there differences between what was consumed by the slaveholder's family vs what was consumed by the enslaved persons? Were there changes over time?
- Were there changes to the landscape and the spatial arrangement of outbuildings and activity areas after the Civil War vs before? Since the completion of the phase I report, an in depth look at the 1880 federal census indicates that the Gilbert family continued to reside on the property that year, and that they had five Black and "Mulatto" (i.e., biracial) servants. When Henry Gilbert died in 1897, and his widow moved to Lexington, what happened to these servants?
- Who resided at the site following the Gilbert occupation? Phase I survey archival research and available historic map data indicate that George Wainscott resided there by 1891 followed by M. Young in 1904, but neither could be discovered in the census records. Were the slave quarters still used to house servants and/or tenants? How/why was the site abandoned?
- How does the archaeological data recovered from Site 15Fa408 compare with similar sites in Fayette County and Central Kentucky more broadly? Data recovery research would allow for

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not only a discussion of the daily lifeways of the former site occupants, but comparisons with other archaeological sites in the area may shed light on the settlement and history of the area from a broader perspective.

- Only a very light density of precontact artifacts was recovered during the NRHP evaluation of the site, and all had been recovered from historic contexts. While the precontact component is not considered eligible, if precontact artifacts or features are discovered during the data recovery investigations, the precontact component of Site 15Fa408 will be discussed with regard to similar sites at the local and/or regional level. Whether precontact deposits/features are discovered during the data recovery investigations or not, an overview of the precontact history of the area will be included in the final report.

Data Recovery Work Plan

Data recovery is anticipated for Site 15Fa408 as presented in the submitted management summary (Faberson Hurst 2024). The purpose of the data recovery plan is to collect sufficient information to answer the research questions presented above and to mitigate the impacts of the construction of the proposed business park. Based on the results of the original phase I survey in 2023 and the phase II investigations in January and early February 2024, data recovery will involve historic documentation (archival research and secondary historic research), unit excavation, mechanical stripping, and feature excavation.

Data Recovery Field Methods

Approximately 3,100 sq m of mechanical stripping is proposed for the data recovery excavations to explore high probability areas for the presence of intact, buried features as well as to reopen/expand the exposure of previously recorded/sampled phase II features (Features 1, 2, 4, 5, 8, and 9). The field director will monitor the stripping as it is conducted. A backhoe with a smooth-edged bucket will be used with extra care taken to prevent the disturbance of shallow Features 1, 2, 5, and 8. Once the topsoil is removed, the surface of each strip block will be shovel scraped to examine it for features.

Concurrently with the mechanical stripping, the excavation of 25 1-x-1 m test units will be utilized to sample the interiors and exteriors of the former dwelling and slave quarters (including any hearths) as well as to sample the rear yards and minimally, the front yards.

We anticipate that no more than 10 large historic features, 15 small-medium historic features, and 15 postholes, will be sampled or excavated. In the event that precontact features or deposits are discovered, they will also be properly excavated and recorded to the same standards as the historic features and deposits. A total station will be used to record excavation and feature locations within the site, and the phase III map data will be tied in with the phase II mapping. Flotation samples will be taken of primary feature contexts, such as privies, trash pits, or intact cellar deposits. No more than 12 flotation samples for the features are anticipated.

Photogrammetry of significant features and drone photography of the site will be conducted following the exposure of buried features and completion of the data recovery investigations.

Archival and Secondary Historic Research

In-house and out-of-house archival historic research is recommended for Site 15Fa408. The archival research for the phase II and phase III projects will be combined. The purpose of archival and historic research is to provide more specific data on the occupational history of the site as well as

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address the research questions presented above.

Meetings and Coordination

It is anticipated that there will be one on-site meeting with CRA, USACE, and KHC.

Phase III Laboratory Analysis

Cultural material recovered from the data recovery excavations will be returned to the laboratory for cleaning, analysis, and cataloging following standard practices. Based on the results of the phase I survey as well as preliminary counts of the phase II investigation, it is anticipated that up to 15,000 historic artifacts will be recovered during the data recovery investigations. This phase of the work will also include preparation of flotation samples. It has been estimated that a maximum of 25 features and 15 postholes will be excavated, which are estimated to produce up to 120 liters of flotation samples to be processed (float, sort for artifacts, and catalog) at the laboratory. We propose the Ethnobotanist analyze only samples with good temporal and spatial contexts, about 8 samples (80 liters).

Report Preparation

The results of the phase II NRHP evaluation of Sites 15Fa408 and 15Fa409, and the phase III data recovery results of Site 15Fa408 will be documented in a detailed written report. The report will conform to *Specifications for Conducting Fieldwork and Preparing Cultural Resource Assessment Reports* issued by the Kentucky State Historic Preservation Office. A detailed management summary of the phase III data recovery results will be submitted within three weeks of the completion of fieldwork. The final draft will be submitted to USACE for review within 18 months of the completion of fieldwork. The final report can be submitted within 20 working days of the receipt of USACE comments on the draft report. In addition to the report, CRA will submit to OSA revised site forms.

Data Recovery Schedule

CRA can initiate field research within 20 business days of NTP, depending on current scheduling. The field research will be completed in approximately 40 business days, not including any possible delays due to unsafe (such as heat stress) or inclement weather conditions.

CRA Project Personnel

Project Manager: Jonathan P. Kerr, RPA

Field Director/PI/Report: Tanya Faberson Hurst, PhD, RPA

Laboratory Processing: Robert McCain

Historic Materials Analysis: Tanya Faberson Hurst, PhD, RPA

Ethnobotanical Analysis: Renee Bonzani, PhD

Faunal Analysis: Robert McCain, RPA

Photogrammetry/drone imagery: Jeremy Menzer, PhD

Cost Proposal

CRA can complete the scope of work on a time and materials basis for a fee not to exceed \$594,151.00. This includes the entirety of the phase III work (\$536,343.00) and the remaining phase II work, such as the artifact analyses for both sites and reporting on the results at Site 15Fa409 (\$57,808.00). The remaining authorized funds in the current Work Order (013019-042) is \$136,507.05, requiring the addition of \$457,643.95 to complete the data recovery investigations and reporting of the phase II and III results.

Project invoices will be submitted monthly. Terms are payment in full within 30 calendar days of the receipt of Cultural Resource Analysts, Inc., invoice. A late fee of 1.5% per month on unpaid balance will be applied. In the event that the client does not honor these terms of payment, the client agrees to pay any additional collection, attorney, court and or interest charges.

The following assumptions have been made when preparing the scope of work and estimated cost for this project. These are not intended to be all-inclusive, and it is recognized that unforeseen changes and circumstances may result during the course of the project. Should these situations arise, CRA will, in a timely manner, address specific scope or budget issues with the client to reach an agreement for any needed contract modifications and additional compensation per our standard rate schedule.

- In the event of inclement weather or other adverse conditions, archaeological fieldwork will be delayed until conditions render it safe to resume the excavations. CRA's heat safety protocol requires all field directors to follow National Institute for Occupational Safety and Health (NIOSH) regulations.
- The survey area will be cleared (mowed) in advance of CRA's arrival.
- There will be no issues or delays in obtaining access to the project area.
- No more than approximately 3,100 sq m will need to be mechanically stripped, and no more than 25 1-x-1 m units will need to be excavated.
- No more than 10 large historic features, 15 small-medium historic features, and 15 postholes will be sampled or excavated.
- No more than 12 flotation samples for the features are anticipated.
- No more than 15,000 artifacts will be recovered.
- Any adjustments made to the work plan at the request of USACE or KHC that will increase the data recovery level of effort will require a change order.
- The strip blocks and units will be backfilled, but the area will not require seeding and strawing.
- The installation of silt fencing will not be required.
- Only one on-site meeting with USACE and KHC will be required. Formal meetings with clients, agencies, tribes or others are beyond the scope of this proposal.
- Any additional safety training outside of CRA's safety protocols and in-house training or drug testing is not included.

References Cited

Faberson Hurst, Tanya

2024 Management Summary of National Register of Historic Places Evaluations of Sites 15Fa408 and 15Fa409 for the Legacy Business Park in Fayette County, Kentucky. Cultural Resource Analysts, Inc., Lexington, Kentucky.

Niquette, Richard Mason, and Rose E. Johnson

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2023 *An Archaeological Survey of the Legacy Business Park in Fayette County, Kentucky*. Contract Publications Series 23-190. Cultural Resource Analysts, Inc., Lexington, Kentucky.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM SMITH, FOR PHASE III ARCHEOLOGICAL DATA RECOVERY FOR THE LEGACY BUSINESS PARK, INCREASING THE CONTRACT BY THE SUM OF \$485,094.00, FROM \$2,548,210.00 TO \$3,033,304.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Professional Services Agreement with Gresham Smith, for Phase III archeological data recovery for the Legacy Business Park, increasing the contract price by the sum of \$485,094.00, from \$2,548,210.00 to \$3,033,304.00.

Section 2 – That an additional amount, not to exceed the sum of \$485,094.00, be and hereby is approved for payment to Gresham Smith, from account # 1105-136103-0001-71299 (\$450,894.00) and # 3230-136103-0001-71205 (\$34,200.00), pursuant to the terms of the Change Order and contingent upon passage of a pending budget amendment.

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
0591-24:EPT_4855-3610-0805, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0592-24

File ID: 0592-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Finance

File Created: 06/03/2024

File Name: Medicinal Marijuana Special Fees License

Final Action:

Title: Authorization to amend chapter 13-13(B)(19) of the Code of Ordinances to create medicinal cannabis fees licenses and setting fees, creating sections 13-83 through 13-92 to establish definitions, license requirements, prohibitions on operating without a license within Lexington-Fayette County, taxation, enforcement and appeals provisions, and provisions to deny, revoke, or fail to renew a special fees license. Medicinal cannabis business licensing can begin on July 1, 2024. Kentuckians can apply for a medical cannabis card on January 1, 2025. Local governments may enact ordinances regarding licensed cannabis businesses relating to the time, place, and manner of the business; and may establish reasonable fees to offset the operations of those businesses. No budgetary impact.
(L0592-24) (Holbrook/Hensley)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo -Medicinal Marijuana, Medicinal Marijuana Draft

Enactment Number:

Deed #:

Hearing Date:

Drafter: Wesley Holbrook

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0592-24

Title

Authorization to amend chapter 13-13(B)(19) of the Code of Ordinances to create medicinal cannabis fees licenses and setting fees, creating sections 13-83 through 13-92 to establish definitions, license requirements, prohibitions on operating without a license within Lexington-Fayette County, taxation, enforcement and appeals provisions, and provisions to deny, revoke, or fail to renew a special fees license. Medicinal cannabis business licensing can begin on July 1, 2024. Kentuckians can apply for a medical cannabis card on January

1, 2025. Local governments may enact ordinances regarding licensed cannabis businesses relating to the time, place, and manner of the business; and may establish reasonable fees to offset the operations of those businesses. No budgetary impact. (L0592-24)
(Holbrook/Hensley)

Summary

Authorization to amend chapter 13-13(B)(19) of the Code of Ordinances to create medicinal cannabis fees licenses and setting fees, creating sections 13-83 through 13-92 to establish definitions, license requirements, prohibitions on operating without a license within Lexington-Fayette County, taxation, enforcement and appeals provisions, and provisions to deny, revoke, or fail to renew a special fees license. Medicinal cannabis business licensing can begin on July 1, 2024. Kentuckians can apply for a medical cannabis card on January 1, 2025. Local governments may enact ordinances regarding licensed cannabis businesses relating to the time, place, and manner of the business; and may establish reasonable fees to offset the operations of those businesses. No budgetary impact. (L0592-24)
(Holbrook/Hensley)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: { Select Yes, Completed by Brittany Smith, May 22, 2024}}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

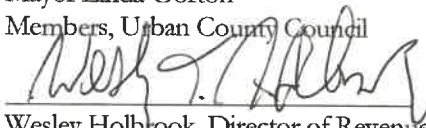
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Members, Urban County Council

FROM: 
Wesley Holbrook, Director of Revenue

DATE: June 3, 2024

SUBJECT: Amend Chapter 13 of the Code of Ordinances to create Medicinal Cannabis Business Special Fees Licenses and establish Medicinal Cannabis business regulatory requirements

Request

Authorization to amend chapter 13-13(B)(19) of the code of ordinances to create medicinal cannabis fees licenses and setting fees, create sections 13-83 through 13-92 to establish definitions, license requirements, prohibitions on operating without a license within Lexington-Fayette County, taxation, enforcement and appeals provisions, and provisions to deny, revoke, or fail to renew a specials fees license.

Why are you requesting?

The Kentucky Medical Cannabis Program was established to implement the requirements established in KRS 218B to govern the safe and effective use of medical cannabis in Kentucky. Business licensing can begin on July 1, 2024. Kentuckians can apply for a medical cannabis card on January 1, 2025. Local governments may enact ordinances regarding licensed cannabis businesses relating to the time, place, and manner of the business; and may establish reasonable fees to offset the operations of those businesses.

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

The cost for this FY is: n/a

The cost for future FY is: n/a

Are the funds budgeted?

There is no budgetary impact

Account number:

File Number: 0592-24

Director/Commissioner: Wesley Holbrook/Erin Hensley



ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING SECTION 13-13(B) OF THE CODE OF ORDINANCES TO CREATE FIVE (5) MEDICINAL CANNABIS BUSINESS (CULTIVATOR, DISPENSARY, PROCESSOR, PRODUCER, AND SAFETY COMPLIANCE FACILITY) SPECIAL FEES LICENSES AND SETTING THEIR FEES; CREATING SECTION 13-83 OF THE CODE TO DEFINE TERMS REGARDING THE REGULATION OF MEDICINAL CANNABIS BUSINESSES; CREATING SECTION 13-84 OF THE CODE TO REQUIRE AN ENTITY WHO OPERATES A MEDICINAL CANNABIS BUSINESS TO OBTAIN THE APPLICABLE SPECIAL FEES LICENSE(S), AS FURTHER DEFINED IN SECTIONS 13-85 THROUGH SECTION 13-89, AND TO PROVIDE THE INFORMATION REQUIRED IN THE APPLICATION FOR A MEDICINAL CANNABIS BUSINESS SPECIAL FEES LICENSE, AND TO SET THE CRITERIA BY WHICH THE DIRECTOR OF REVENUE MAY DENY AN APPLICATION, REFUSE TO RENEW A LICENSE, OR REVOKE A LICENSE; CREATING SECTION 13-90 TO REQUIRE PAYMENT OF OCCUPATIONAL LICENSE FEES ON NET PROFITS AND ON WITHHOLDINGS; CREATING SECTION 13-91 OF THE CODE TO PROVIDE THE AUTHORITY TO ISSUE SUBPOENAS TO THE ADMINISTRATIVE HEARING BOARD, CREATED PURSUANT TO SECTION 12-6 OF THE CODE, TO DETERMINE WHETHER VIOLATIONS OF THIS ORDINANCE HAVE OCCURRED, AND SETTING PENALTIES FOR VIOLATIONS, AND SPECIFYING THE MANNER OF APPEAL FOR CITATIONS; AND CREATING SECTION 13-92 OF THE CODE TO PROVIDE THE PROCEDURE TO USE BEFORE DENYING AN APPLICATION, REVOKING A LICENSE, OR REFUSING TO RENEW A LICENSE; AND AUTHORIZING THE DIVISION OF REVENUE TO AMEND ITS REGULATIONS CONSISTENT WITH THIS ORDINANCE.

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

Section 1 – That a new Section 13-13(b)(19) of the Lexington-Fayette Urban County Code of Ordinances be and hereby is created, to read as follows, with subsequent subsections sequentially re-numbered consistent with the addition of new Section 13-13(b)(19):

	Subject to fee	Minimum fee	Date due
(19)	Medicinal cannabis business		
	Cultivator	\$500.00 per year	Yearly
	Dispensary	\$500.00 per year	Yearly
	Processor	\$500.00 per year	Yearly
	Producer	\$500.00 per year	Yearly
	Safety Compliance Facility	\$500.00 per year	Yearly

Section 2 – That Article VI of Chapter 13 of the Code of Ordinances be and hereby is created to read as follows:

Sec. 13-83. - Definitions.

For the purposes of this Article, the following definitions shall apply:

- (a) *Director* shall mean the Director of the Lexington-Fayette Urban County Government, Division of Revenue.
- (b) *Government* shall mean the Lexington-Fayette Urban County Government.

- (c) *Applicant* shall mean any person who applies for a special fees license pursuant to this Article.
- (d) *Licensee* shall mean any person who currently holds a special fees license(s) for any Medicinal Cannabis Business pursuant to this Article.
- (e) *Operator* shall mean any person who currently operates a Medicinal Cannabis Business, as defined in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (f) *Commissioner of Finance* shall mean whoever is appointed by the Mayor, pursuant to Sec. 6.02 of the Charter, to fill that role.
- (g) *Sufficient Evidence* shall mean the type of substantial evidence sufficient to convince reasonable-minded people, which may include: (1) location map(s) that identify the proposed location for the Medicinal Cannabis Business and also identify all properties and current uses of same, located within 1,000 feet of the proposed site of the Medicinal Cannabis Business; and/or (2) plans submitted to the Division of Planning.
- (h) *Medicinal Cannabis Business* shall mean either a Cultivator, Dispensary, Processor, Producer, or Safety Compliance Facility, as defined in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (i) *Cultivator* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (j) *Dispensary* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (k) *Processor* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (l) *Producer* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (m) *Safety Compliance Facility* shall have the same meaning as provided in Chapter 218B of the Kentucky Revised Statutes, as may be amended.

Sec. 13-84. – Medicinal Cannabis Business special fees license.

- (a) No person or entity shall operate a Medicinal Cannabis Business at any location in Lexington-Fayette County unless that entity first possesses a valid business license and the required special fees license(s) for each type of Medicinal Cannabis Business operating at that location, as provided in Section 13-13 of the Code and further specified in Sec. 13-85 through 13-89 of this Article.
- (b) The Director is authorized to promulgate such forms and implement procedures as reasonably necessary and consistent with state law and this Article for the orderly and efficient processing of Medicinal Cannabis Business special fees license applications and renewals. Provided, however, that an applicant shall be required to provide the following information as part of its application for the initial special fees license and each renewal:
 - (1) Address of each proposed Medicinal Cannabis Business;
 - (2) Identification of each type of proposed Medicinal Cannabis Business operating at that location (Cultivator, Dispensary, Producer, Processor, Safety Compliance Facility);
 - (3) Name, address, phone number, and email address of the Applicant;

- (4) Name, address, phone number, and email address of the Operator, if different from the Applicant;
 - (5) Sufficient Evidence that the location of the proposed Medicinal Cannabis Business is not within 1,000 feet of an existing child-care center, as defined by KRS Chapter 199.894(3), family child-care home, as defined in KRS Chapter 199.894(5), or a registered childcare provider in the Child Care Assistance Program, as regulated by 922 KAR 2:180;
 - (6) A Zoning Compliance Permit issued by the Division of Planning;
 - (7) An affidavit confirming that the applicant complies and shall continue to comply with all aspects of the applicable building codes, fire codes, and all other applicable state and local laws or regulations.
- (c) All applications for a special fees license and renewal shall be accompanied by the fee referenced in Section 13-13 of the Code for Medicinal Cannabis Business special fees license and shall be conditioned upon issuance of a valid license issued by the appropriate Cabinet pursuant to Chapter 218B of the Kentucky Revised Statutes, as may be amended.
- (d) The Operator of the Medicinal Cannabis Business may apply on behalf of the owner of the Medicinal Cannabis Business, with the express written permission of the owner.
- (e) All Medicinal Cannabis Business special fees licenses and renewals shall expire upon the earlier of (1) December 31st following the most recent application or renewal; (2) the revocation of any licenses or permits issued by the Commonwealth of Kentucky authorizing the entity to operate the Medicinal Cannabis Business.
- (f) The Director may refuse to issue a license or renew the license of an existing Medicinal Cannabis Business in the following circumstances:
- (1) When the Applicant intentionally or knowingly makes a false statement as to a material matter in an application;
 - (2) When the Applicant fails to complete any part of the application;
 - (3) When the Licensee has failed to pay any fee, tax, fine, or penalty related to a violation of this Article;
 - (4) When the Medicinal Cannabis Business is subject to unsatisfied penalties, fines, or liens assessed or levied by the Government, for any reason;
 - (5) When the Applicant of the Medicinal Cannabis Business cannot provide Sufficient Evidence that its proposed location is more than 1,000 feet from an existing child-care center, as defined by KRS Chapter 199.894(3), family child-care home, as defined in KRS Chapter 199.894(5), or a registered childcare provider in the Child Care Assistance Program, as regulated by 922 KAR 2:180;
 - (6) When the Operator of the Medicinal Cannabis Business fails to comply with any applicable state or local law or regulation, including, without limitation, mandatory zoning, building, safety, maintenance, health, sanitation, fire, electrical, plumbing, and mechanical codes.
- (g) The Director may revoke the special fees license held by any Licensee of any Medicinal Cannabis Business for any of the following reasons:
- (1) When any one of the circumstances provided in subsection (f), above, occurs; or

- (2) When the Licensee has been found to be in violation of this Article two (2) or more times during the relevant license term.

A Licensee whose special fees license is revoked is not eligible to apply for another Medicinal Cannabis Business special fees license at the location for which the special fees license was revoked for a period of one (1) year.

- (h) Relevant divisions and departments with necessary information for the Director to perform his or her responsibilities under this article should provide such information to the Director at his or her request. Members of the public may also provide complaints and relevant evidence indicating violation of this article to the Director.

Sec. 13-85. – Cultivator.

No entity shall engage as a Cultivator of medicinal cannabis at any location within Lexington-Fayette County unless that entity first possesses a valid special fees license, as required by Section 13-84 of this Article, providing that it intends to operate a Medicinal Cannabis Business as a Cultivator at that location.

Sec. 13-86. – Dispensary.

No entity shall operate a Dispensary of medicinal cannabis at any location within Lexington-Fayette County unless that entity first possesses a valid special fees license, as required by Section 13-84 of this Article, providing that it intends to operate a Medicinal Cannabis Business as a Dispensary at that location.

Sec. 13-87. – Producer.

No entity shall operate as a Producer of medicinal cannabis at any location within Lexington-Fayette County unless that entity first possesses a valid special fees license, as required by Section 13-84 of this Article, providing that it intends to operate a Medicinal Cannabis Business as a Producer at that location.

Sec. 13-88. – Processor.

No entity shall operate as a Processor of medicinal cannabis at any location within Lexington-Fayette County unless that entity first possesses a valid special fees license, as required by Section 13-84 of this Article, providing that it intends to operate a Medicinal Cannabis Business as a Processor at that location.

Sec. 13-89. – Safety Compliance Facility.

No entity shall operate a Safety Compliance Facility of medicinal cannabis at any location within Lexington-Fayette County unless that entity first possesses a valid special fees license, as required by Section 13-84 of this Article, providing that it intends to operate a Medicinal Cannabis Business as a Safety Compliance Facility at that location.

Sec. 13-90. – Taxes.

Pursuant to Article I of this Chapter, Licensees are responsible for payment of occupational license fees on net profits earned from the operation of a Medicinal Cannabis Business and on withholdings from employee compensation paid for work done or services performed in the urban county, subject to any applicable exemptions, including for rental property.

Sec. 13-91. – Enforcement and Appeals.

- (a) Pursuant to Section 14-10 of the Code, this Article shall be enforced by the Director of Revenue, citation officers within the Division of Revenue, and the Administrative Hearing Board established in Sec. 12-6 of the Lexington-Fayette County Code of Ordinances in accordance with the rules and procedures established therein.
- (b) Pursuant to KRS 65.8821, the Administrative Hearing Board established in Sec. 12-6 of the Lexington-Fayette County Code of Ordinances and assigned hearing officer(s) shall have the authority to subpoena information from any person to determine whether there has been a violation of any ordinance that the Board or hearing officer has jurisdiction to enforce. Any such subpoena shall:
 - (1) Be served upon the person, or its registered agent, if applicable, via certified mail;
 - (2) Identify the provision(s) of any ordinance that the Government has reason to believe may have been violated; and
 - (3) Describe with reasonable specificity the evidence supporting the Government's reasonable belief that a violation of said ordinance has occurred.
- (c) Any person that violates Section 13-84(a) through 13-89 of this Article shall be subject to civil penalties, as imposed by a citation officer within the Division of Revenue in accordance with Section 2B-6 of the Lexington-Fayette County Code of Ordinances, in the amount of \$500 per offense.
- (d) Any person that violates Sec. 13-90 of the Lexington-Fayette Urban County Code of Ordinances shall be subject to the civil penalty provided in Article I of this Chapter for failure to pay the applicable tax or occupational license fee.
- (e) Any person issued civil penalties for violations of Section 13-84 through Sec. 13-90 of this Article may appeal to the Administrative Hearing Board in accordance with Section 12-6 and Section 2B of the Code of Ordinances.
- (f) Each day that a violation continues after notice of the offense has been served shall constitute a separate offense.
- (g) The Government shall possess a lien on the property owned by the Licensee in accordance with section 2B-9 of the Code of Ordinances for all final citations issued under this Section.
- (h) In addition to the penalties provided herein, the Director is authorized, with the assistance of the Department of Law, to bring and prosecute civil actions for violations of this Article as appropriate, including, without limitation, actions for injunctive relief and declarations of rights, in any court of competent jurisdiction.
- (i) Nothing provided herein shall limit the power of the Director, as provided in Sec. 13-84, to deny, revoke, or fail to renew the registration of a Medicinal Cannabis Business.

Section 13-92. – Procedure to deny, revoke, or fail to renew a special fees license.

- (a) Upon finding that a condition exists to deny an application, revoke a license, or fail to renew a special fees license, the Director shall issue a letter to the Licensee or Applicant requiring that it come forward and show cause why the above action should not be taken.

- (b) The Licensee or Applicant shall have ten (10) calendar days to respond to the Director's letter in writing and present evidence showing that the proposed action should not be taken.
- (c) The Director shall determine whether the Licensee or Applicant has produced sufficient evidence to contest the proposed action and shall request review by the Commissioner of Finance, if such evidence exists.
- (d) Within thirty (30) days, the Commissioner of Finance shall review all evidence and hold a hearing at which the Licensee or Applicant shall be allowed to present witnesses on its behalf. The Commissioner's decision whether to deny an application, revoke a special fees license, or fail to renew a license shall be final. The Licensee or Applicant may then pursue appeal through the Circuit Court.
- (e) Failure to respond to the Director's letter or otherwise present evidence shall result in the Director taking the proposed action described in his or her letter.

Section 3– That the Division of Revenue be and hereby is authorized to amend the Lexington-Fayette Urban County Government, Division of Revenue, License Fee Regulations (5th Edition) as necessary to implement this Ordinance.

Section 4 – That if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL
PUBLISHED:

4864-1530-9238, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0593-24

File ID: 0593-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 06/03/2024

File Name: FY25 Excess Insurance

Final Action:

Title: Authorization to accept the proposals for FY 2025 for Excess Liability Insurance from Marsh & McLennan Insurance Agency, and to execute any necessary contracts and documents on behalf of the Urban County Government with the following insurance companies and/or their respective broker Marsh & McLennan Agency: Aviation from Westchester Fire Insurance (Chubb) at a cost not to exceed \$54,014.06; General, Public Officials, Auto, Employer, Law Enforcement Liabilities from Safety National Casualty Corporation at a cost not to exceed \$779,655.74; On the road Auto from Safety National Casualty Corporation at a cost not to exceed 64,341.66; Excess Liability from Gemini Insurance Co. at a cost not to exceed \$538,850.16; Property from Affiliated Factory Mutual (FM) at a cost estimated at \$800,418.00; Cyber from Axis Company at a cost not to exceed \$56,745.36; Pollution from Illinois Union Insurance Co. (Chubb) at a cost not to exceed \$27,695.96; and Workers' Compensation from Safety National Casualty Corporation at a cost not to exceed \$515,201.00, for a total of \$2,836,921.94 in premiums for FY 2025. All subject to sufficient funds being appropriated. (L0593-24) (George/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 24-0046, LFUCG 24-25 proposal
6.3.24, RESO 0593-24 Excess Property and
Casualty Insurance Renewals 4867-1790-7909
v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0593-24

Title

Authorization to accept the proposals for FY 2025 for Excess Liability Insurance from Marsh & McLennan Insurance Agency, and to execute any necessary contracts and documents on behalf of the Urban County Government with the following insurance companies and/or their respective broker Marsh & McLennan Agency: Aviation from Westchester Fire Insurance (Chubb) at a cost not to exceed \$54,014.06; General, Public Officials, Auto, Employer, Law Enforcement Liabilities from Safety National Casualty Corporation at a cost not to exceed \$779,655.74; On the road Auto from Safety National Casualty Corporation at a cost not to exceed 64,341.66; Excess Liability from Gemini Insurance Co. at a cost not to exceed \$538,850.16; Property from Affiliated Factory Mutual (FM) at a cost estimated at \$800,418.00; Cyber from Axis Company at a cost not to exceed \$56,745.36; Pollution from Illinois Union Insurance Co. (Chubb) at a cost not to exceed \$27,695.96; and Workers' Compensation from Safety National Casualty Corporation at a cost not to exceed \$515,201.00, for a total of \$2,836,921.94 in premiums for FY 2025. All subject to sufficient funds being appropriated. (L0593-24) (George/Hamilton)

Summary

Authorization to accept the proposals for FY 2025 for Excess Liability Insurance from Marsh & McLennan Insurance Agency, and to execute any necessary contracts and documents on behalf of the Urban County Government with the following insurance companies and/or their respective broker Marsh & McLennan Agency: Aviation from Westchester Fire Insurance (Chubb) at a cost not to exceed \$54,014.06; General, Public Officials, Auto, Employer, Law Enforcement Liabilities from Safety National Casualty Corporation at a cost not to exceed \$779,655.74; On the road Auto from Safety National Casualty Corporation at a cost not to exceed 64,341.66; Excess Liability from Gemini Insurance Co. at a cost not to exceed \$538,850.16; Property from Affiliated Factory Mutual (FM) at a cost estimated at \$800,418.00; Cyber from Axis Company at a cost not to exceed \$56,745.36; Pollution from Illinois Union Insurance Co. (Chubb) at a cost not to exceed \$27,695.96; and Workers' Compensation from Safety National Casualty Corporation at a cost not to exceed \$515,201.00, for a total of \$2,836,921.94 in premiums for FY 2025. All subject to sufficient funds being appropriated. (L0593-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, June 4, 2024

Risk Management: Yes, Completed by Mike Skidmore June 3, 2024

Fully Budgeted [select]: included in FY 25 proposed budget

Account Number: 1101-XXXXX-XXXX-73101
 1115-XXXXX-XXXX-73101
 4002-XXXXX-XXXX-73101
 4051-XXXXX-XXXX-73101

This Fiscal Year Impact: \$2,836,921.94

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: included in FY 25 proposed budget



MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: June 3, 2024

SUBJECT: **FY 2025 Excess Property & Casualty Insurance Renewals** - Aviation Liability & Hull Damage, Excess Retained Limit Liability Package (GL/POL/EL/AL/LEL), Auto—OTR, Excess Liability, Excess Property, Cyber Liability, Pollution Liability, Excess Workers' Compensation

Request:

The attached is requesting authorization to bind coverage with the recommended insurance carriers (table #1).

Why are you requesting:

The current excess insurance policies listed in the "Policy" Column in Table I below will expire on June 30, 2024. The policies listed in Table 1 have been recommended for renewal by LFUCG's broker Marsh & McLennan Agency.



Table 1

FY 2025 - LFUCG Excess Property & Casualty Proposals					
POLICY	FY 2024 Current Carrier	FY 2024 Premium + Surcharges	FY 2025 Carrier Recommended	FY 2025 Premium + Surcharges	Increase/ Decrease +/(-)
Aviation Liability & Hull Damage	Westchester Fire Insurance Company (Chubb)	\$46,310.86	Westchester Fire Insurance Company (Chubb)	\$54,014.06	16.63%
Retained Limit Liability Package GL/POL/AL/EL LEL	Safety National Casualty Corporation	\$645,856.00	Safety National Casualty Corporation	\$779,655.74	20.71%
Auto Physical – On the Road	Affiliated Factory Mutual	AFM has discontinued all coverages for vehicles on the road	Safety National Casualty Corporation	\$64,341.66	NA
Excess Liability	Gemini Insurance Company	\$421,889.65	Gemini Insurance Company	\$538,850.16	27.72%
Excess Property	Affiliated Factory Mutual	\$774,752.00	Affiliated Factory Mutual	* \$800,418.00	3.31%
Cyber Liability	Berkley Assurance Company	\$77,255.28	Axis Company	\$56,745.36	(36.14)
Pollution Legal Liability	Illinois Union Insurance Company/Chubb	\$26,337.73	Illinois Union Insurance Company/Chubb	\$27,695.96	5.15%
Workers' Compensation	Safety National Casualty Corporation	\$491,845.00	Safety National Casualty Corporation	\$515,201.00	22.11%
Totals		\$2,484,246.52		\$2,836,921.94	14.20%

**Includes estimated taxes, subject to change based on allocation of premium to specific locations by AFM at policy issuance.*

The recommended Insurance Policies represent **\$2,836,921.94** in premiums for FY 2025. This is an increase of **\$352,761.42** or **14.20%** compared to FY 2024 premiums.



The following Self-Insured Retentions, Deductibles, and Limits apply as noted in **Table 2**.

Table 2

Policy	Self-Insured Retention/Deductibles/Limits
Aviation Liability	\$20,000,000 Combined Single Liability Limit for two Police helicopters with medical pay limit of \$25,000 per person per occurrence.
Aviation Hull Damage	\$18,750 deductible In-Motion/Ingestion with \$375,000 limit; \$1000 deductible for hull/equipment value of \$1,268,485.
Liability (Auto/General/Public Officials & Employment Practices/Law Enforcement)	\$1,500,000 Self-Insured Retention (SIR) per occurrence. \$5,000,000 per occurrence/aggregate limits. Auto Liability \$5,000,000 Combined Single Limit per occurrence.
Auto Physical - On the Road	\$250,000 per vehicle for collision
Excess Liability	\$5,000,000 per occurrence/aggregate limits. Excluding perfluoroalkyl and polyfluoroalkyl. Excluding cyber incident and biometric information.
Cyber Liability	\$150,000 Self-Insured Retention (SIR) per occurrence with \$2,000,000 limit. \$250,000 Combined including cryptojacking
Pollution Liability	\$100,000 Self-Insured Retention (SIR) per occurrence with \$1,000,000 limit. Added limitation endorsement for maintenance, upgrades, improvements, or installations. Added amendatory endorsement for public entity coverage.
Property (Buildings, Contents, Boiler & Machinery, Property in the Open, Vehicles, Animals)	\$250,000 deductible per location for wind and hail with various sub-limits for flood, earthquakes with a \$500,000,000 all perils limit per occurrence. Excluding Auto Physical Damage while in motion.
Workers' Compensation	\$1,000,000 Self-Insured Retention (SIR) per occurrence. \$5,000,000 occurrence/aggregate limits.

The funds for insurance premiums are included in the proposed FY 2025 budget – Property & Casualty Insurance Premiums Account, **Table 3** as estimated by the Division of Accounting and Budgeting.

Table 3 (FY 2025 Allocations – Excess Insurance)

Fund	Cost Allocation %	Premium	Allocation By Fund - \$
1101-XXXXXX-XXXX-73101	71.84	\$2,836,921.94	\$2,038,044.72
1115-XXXXXX-XXXX-73101	7.28	\$2,836,921.94	\$206,527.92
4002-XXXXXX-XXXX-73101	20.69	\$2,836,921.94	\$586,959.15
4051-XXXXXX-XXXX-73101	.19	\$2,836,921.94	\$5390.15

File Number: **0593.24**

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton





**MarshMcLennan
Agency**

Proposal for Insurance Services

**Lexington Fayette Urban County
Government**

Policy Term:

July 1, 2024 - July 1, 2025

Presented By:

William Milward, CIC
Executive Vice-President

Your future is limitless.™

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Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

360 East Vine Street
Lexington, KY 40588
Phone: 859-254-8023
Fax: 859-254-8020

Insurance Placement Administration	
Producer: William Milward, CIC Executive Vice-President	Phone: 859-244-7628 Email: Will.Milward@MarshMMA.com
Account Manager: Brenda S Stickrod AAI Sr. Account Manager	Phone: 859-244-7684 Email: Brenda.Stickrod@MarshMMA.com
Marketing Leader: Susan Cook, CPCU	Phone: 859-244-7635 Email: Susan.Cook@MarshMMA.com Mobile: 502-338-3155
Consultative Claims Services	
Claims Representative: Kate McAllister Claims Analyst	Phone: 859-244-7623 Email: Kate.McAllister@MarshMMA.com

Premium Summary and Comparison

Policy	Annualized Expiring Premium	Proposed Premium
Commercial Property	\$774,666.00	\$800,418.00*
Auto Physical Damage – Collision Coverage	Included in Property Premium	\$64,341.66
Public Entity Excess Casualty Liability (Included General Liability, Auto Liability, Public Officials & Employment Practices Liability, and Law Enforcement Liability)	\$645,856.00	\$779,655.74
Excess Workers' Compensation	\$491,845.00	\$515,201.00
Excess Liability	\$421,889.65	\$538,850.16
Aviation	\$46,310.86	\$54,014.06
Pollution Legal Liability	\$26,337.73	\$27,695.96
Cyber Liability	\$77,255.28	\$77,549.54
Premium Total	\$2,484,160.52	\$2,857,726.12

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

**Includes estimated taxes, subject to change based on allocation of premium to specific locations by AFM at policy issuance.*

Premium payment: all premiums are full annual pay and due within 30 days of binding.

CYBER OPTIONAL QUOTE:

The Social Engineering Validation Endorsement can be removed, if you elect to increase the retention to \$250,000 on each Cryptojacking, Invoice Fraud, Cyber Crime and Social Engineering Fraud from \$150,000 to \$250,000. The annual premium would be reduced from \$70,628 to \$70,608, excluding taxes.

Program Subjectivities

Policy	Subjectivity Terms
Public Entity Excess Casualty Liability	<ol style="list-style-type: none"> 1. Completed and signed TRIA acceptance / rejection form 2. Binding is contingent upon also binding the Excess Workers' Compensation program with Safety National.
Auto Physical Damage Over-The-Road	Binding is contingent upon binding the Casualty lines with Safety National
Commercial Property	Completed and signed TRIA acceptance/rejection form
Excess Workers' Compensation	<ol style="list-style-type: none"> 1. Binding is contingent upon binding casualty lines of coverage quoted by Safety National 2. Completed and signed Program Commitment Agreement
Excess Liability (Gemini)	Completed and signed TRIA acceptance/rejection form
Pollution Legal Liability	<ol style="list-style-type: none"> 1. Resign Chubb Environmental application (closer to the effective date) 2. Signed TRIA disclosure form, only if rejecting TRIA coverage (rejected in 2023)
Cyber Liability	Select Berkley quote option 1) as expiring, or 2) with the increased retention on Cryptojacking, Invoice Fraud, Cyber Crime and Social Engineering Fraud, and the Social Engineering Validation Endorsement removed.

Material Changes in Terms and Conditions

Coverage	Expiring Program	Proposed Program
Commercial Property	<ol style="list-style-type: none"> 1. No separate wind/hail deductible 2. Auto Physical Damage coverage while in motion and while parked. 	<ol style="list-style-type: none"> 1. Added \$250,000 wind/hail deductible per location with a maximum \$5,000,000 per occurrence 2. Excluding Auto Physical Damage while in motion
Excess Liability		Added two new exclusion: <ol style="list-style-type: none"> 1. Perfluoroalkyl and Polyfluoroalkyl Exclusion 2. Cyber Incident and Biometric Information Exclusion
Aviation	In Motion Deductible – \$5,000 Ingestion Deductible - \$5,000 Equipment Deductible - \$500	In Motion Deductible Increased to - \$18,750 Ingestion Deductible Increased to - \$18,750 Equipment Deductible Increased to \$1,000
Pollution Legal Liability		Added Maintenance, Upgrades, Improvements, or Installations Limitation Endorsement Added Public Entity Coverage Amendatory Endorsement
Cyber Liability	Cyber Crime - \$150,000 Sublimit Social Engineering - \$150,000 Sublimit Telecommunication Fraud - \$150,000 Sublimit Invoice Fraud - \$150,000 Sublimit Cryptojacking - \$150,000 Sublimit	Cyber Crime, Social Engineering, Telecommunication Fraud, Invoice Fraud and Cryptojacking sublimits all increased to \$250,000.

The above is not inclusive of all material changes in terms and conditions. Please refer to your policies for a complete list.

Named Insured Schedule

Named Insureds listed below may not apply to all coverages depending upon their insurable interest. Special care must be taken to insure all legal entities of your business, including any LLC (Limited Liability Corporation), JV (Joint Venture), and Partnerships. Many insurance policies do not cover these entities unless they are specifically named on the policy. It is important to notify your agent if an entity is formed during the policy term. Let us know if one of your entities is not listed below.

Named Insured	General Liability	Property	Excess Workers' Compensation	Excess Liability	Aviation	Pollution Legal Liability	Cyber Liability
Lexington Fayette Urban County Government	X	X	X	X	X	X	X

Schedule of Locations

Loc #	Address	City	State	Zip Code
	Refer To Statement of Values on File	Lexington	KY	40507

Additional Interests

Policy Term: 07/01/2024 to 07/01/2025
Insurer: Affiliated FM Insurance Company

Coverage	Effective Date	Expiration Date	Company	Policy Number
CL Commercial Property	07/01/2024	07/01/2025	Affiliated FM Insurance Company	APP1116971

Name	Address	City	ST	Zip	Interest Description
Commonwealth of Kentucky's Administrative Office of the Court	1001 Vandalay Drive	Frankfort	KY	40601	Mortgagee
LFUCG Public Facilities Corporation	200 East Main Street	Lexington	KY	40507	Mortgagee
US Bank; Global Corporate Trust Services	One Financial Square	Louisville	KY	40202	Mortgagee
Bank of New York Mellon Trust Company, N.A.	614 West Main Street, Suite 2600	Louisville	KY	40202	Loss Payee
Art's Rental Equipment, Inc.	215 East Sixth Street	Newport	KY	41071	Loss Payee
Lenovo Financial Services % Insurance Service Center	PO Box 202133	Florence	SC	29502	Loss Payee

Additional Interests

Policy Term: 07/01/2024 to 07/01/2025
Insurer: Safety National Casualty Corporation

Coverage	Effective Date	Expiration Date	Company	Policy Number
CL General Liability	07/01/2024	07/01/2025	Safety National Casualty Corporation	APPXPR4068304

Name	Address	City	ST	Zip	Interest Description
NFL Properties LLC, NFL Ventures LP, the Nat'l Football (Contd)	280 Park Avenue	New York	NY	10017	Additional Insured
Columbia Gas of Kentucky Inc	200 East Main Street	Lexington	KY	40507	Additional Insured
Cellco Partnership, A Delaware General Partnership dba Verizon	Wireless; One Verizon Way, Mail Stop 4AW100	Basking Ridge	NJ	07920	Additional Insured
CSX Transportation Inc	500 Water Street J-180	Jacksonville	FL	32202	Additional Insured
Fayette County Board of Education	1126 Russell Cave Road	Lexington	KY	40505	AI - Manager/Lessor (CG 20 11)

Commercial Property

Policy Term: 07/01/2024 to 07/01/2025
Insurer: Affiliated FM Insurance Company
AM Best Rating: A+ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
 Rated on January 26, 2024

LIMITS

Description	Coverage Amount	Valuation Basis	Coinsurance Percentage	Cause of Loss Form	Deductible
Blanket Combined Building Personal Property and Business Interruption	\$500,000,000	Replacement Cost	None	Special	\$250,000

Total Insured Values: \$1,280,312,068 (refer to statement / schedule of values)

SCHEDULE OF SUBLIMITED LOCATIONS

1265 Manchester Street, Lexington, KY

Description	Coverage Amount	Valuation Basis	Coinsurance Percentage	Cause of Loss Form	Deductible
Real Property	\$675,000	Replacement Cost	None	Special	\$250,000

Deductibles (per occurrence)

Boiler and Machinery	\$100,000
Earthquake	\$250,000
Fine Arts	\$100,000
Flood	\$250,000, except \$500,000 per location for the following locations: - 1760 McGrathiana Parkway, Lexington, Kentucky, 40511-1270 - 2500 Bowman Mill Road, Lexington, Kentucky, 40513-9702, - 335 Jimmie Campbell Drive, Lexington, Kentucky, 40504 - 689 Byrd Thurman Drive, Lexington, Kentucky 40510-9665 - 200 W Hickman Plant Rd, Nicholasville, Kentucky, 40356 - 3318 Buckhorn Drive, Lexington, Kentucky 40515 - 1104 Kilrush Drive, Lexington, Kentucky, 40504-1307 - 2401 Richmond Road, Lexington, Kentucky, 40502-1309
Motor Vehicle Coverage	\$250,000
Water Damage	\$250,000

Wind and Hail	NEW \$250,000 per location subject to a maximum of \$5,000,000 per occurrence
All Other Losses	\$250,000

Qualifying Periods:

The Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of the loss or damage. The Qualifying Period for the following coverages are as follows:

Communicable Disease – Property Damage and Communicable Disease – Business Interruption	48 hours
Data Restoration	48 hours
Data Service Provider – Property Damage and Data Service Provider – Business Interruption	48 hours
Off-Premises Service Interruption – Property Damage and Off-Premises Service Interruption – Business Interruption	24 hours
Owned Network Interruption	48 hours

Property – Notable Sublimits

The coverage extensions and the additional coverages have limitations, are not in addition to policy limits, and are subject to certain conditions.

Description	Amount
Accounts Receivable	\$10,000,000
Animals Coverage	\$2,500,000 Not to exceed \$50,000 Per Animal
Arson or Theft Reward	\$100,000
Attraction Property	\$100,000
Boiler & Machinery	Policy Limit
Brand Protection	Policy Limit
Change of Temperature	\$100,000
Civil or Military Authority	30 days
Communicable Disease – Combined Property Damage and Business Interruption	\$1,000 annual aggregate, not to exceed 12 months
Contract Penalty Clause	\$100,000
Crisis Management	\$100,000, not to exceed 30 days
Cyber Event	<ol style="list-style-type: none"> 1. \$1,000 annual aggregate for Data Restoration and Owned Network Interruption Combined 2. \$1,000 annual aggregate for Data Service Provider – Property Damage and Data Service Provider – Business Interruption combined 3. \$50,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from Cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
Data Restoration	\$50,000 annual aggregate
Data Service Provider- Property Damage and Data Service Provider - Business Interruption Combined	\$50,000 annual aggregate
Debris Removal	Policy Limit
Decontamination Costs	Policy Limit
Deferred Payments Coverage	\$100,000

Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	\$100,000,000 annual aggregate, not to exceed \$50,000 annual aggregate for Data Service Provider – Business Interruption, Data Service Provider – Property Damage, Errors and Omissions, Off-Premises Service Interruption – Business Interruption, Off-Premises Service Interruption – Property Damage, Supply Chain and Unnamed Property, combined
Errors and Omissions	\$10,000,000
Expediting Expense	\$10,000,000
Extended Period of Liability	90 days
Extra Expense	\$10,000,000
Fine Arts	\$5,000,000, not to exceed \$10,000 per item for irreplaceable fine arts
Flood - Six (6) specified locations per policy	<p>\$50,000,000 annual aggregate, not to exceed the following:</p> <ol style="list-style-type: none"> \$2,000,000 annual aggregate for the following locations, combined: <ul style="list-style-type: none"> 1760 McGrathiana Parkway, Lexington, Kentucky, 40511-1270 2500 Bowman Mill Road, Lexington, Kentucky, 40513-9702, 335 Jimmie Campbell Drive, Lexington, Kentucky, 40504 689 Byrd Thurman Drive, Lexington, Kentucky 40510-9665 200 W Hickman Plant Rd, Nicholasville, Kentucky, 40356 3318 Buckhorn Drive, Lexington, Kentucky 40515 1104 Kilrush Drive, Lexington, Kentucky, 40504-1307 2401 Richmond Road, Lexington, Kentucky, 40502-1309 \$50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Green Coverage	\$50,000 not to exceed 25% of the amount of the property damage loss
Gross Earnings	\$1,000,000, not to exceed 30 days for ordinary payroll
Gross Profits	<p>\$1,000,000, not to exceed the following:</p> <ol style="list-style-type: none"> 12 months 30 days for ordinary payroll
Ingress/Egress	\$1,000,000
Land and Water Clean Up Expense	\$500,000 annual aggregate
Leasehold Interest	\$10,000,000

Locks and Keys	\$100,000
Logistics Extra Costs	\$100,000
Miscellaneous Equipment	\$10,000,000
Money and Securities	\$500,000
Motor Vehicle Coverage (Valuation is Actual Cash Value)	\$25,000,000
Newly Acquired Properties	\$10,000,000
Off-Premises Service Interruption – Property Damage	\$5,000,000
Off-Premises Service Interruption – Business Interruption	\$1,000,000
Owned Network Interruption	Included in cyber event limit
Professional Fees	\$250,000
Property Removed from a Location	Policy Limit
Protection and Preservation of Property – Business Interruption	Policy Limit
Protection and Preservation of Property – Property Damage	Policy Limit, not to exceed \$250,000 for security costs
Rental Income	NOT COVERED
Research and Development	NOT COVERED
Soft Costs	\$1,000,000
Supply Chain	\$500,000
Tax Treatment	\$100,000
Tenants Legal Liability	\$100,000
Terrorism	\$100,000 annual aggregate, not to exceed \$100,000 annual aggregate for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	\$500,000,000, if the option to purchase coverage is elected.
Transit	\$2,500,000, not to exceed \$250,000 for Business Interruption
Unnamed Property	\$10,000,000
Valuable Papers and Records	\$10,000,000, not to exceed \$10,000 per item for irreplaceable valuable papers and records

Additional Exclusions:1. Transmission and Distribution Systems Exclusion

Property Excluded is amended to include: transmission and distribution systems, except at a described location but not within the 1,000 feet extension provided by the Property Insured wording.

Special Terms and Conditions:1. Miscellaneous Equipment

This Policy covers the following equipment:

Traffic Equipment, as per the descriptions and values located in the Traffic Equipment schedule on file with the Company.

The Company's maximum liability for any one loss under this Policy for each piece of Equipment will not exceed their respective limit(s) shown above per occurrence.

Miscellaneous Equipment Valuation: On property insured under this coverage, the loss amount will not exceed the actual cash value.

2. Pavement and Roadways Described Location

This policy is extended to cover insured property for Pavements and Roadways at a described location only.

3. Animals Coverage

Coverage provided by this policy is extended to include physical loss or damage to animals while at **described locations**.

PROPERTY EXCLUDED, item 2., is amended to: Growing Crops or standing timber.

Animals Coverage Exclusion: As respects Animals Coverage, the following additional exclusions apply:

This Policy excludes animal mortality, including any physical injury or death caused by other animals, unless directly caused by **named perils**.

Animal Coverage Valuation: On property covered under this coverage, the loss amount will not exceed the lesser of:

- a. The cost to replace the animal with a similar species of animal; or
- b. The value designated for the animal in the most recent statement of values submitted by the Insured; or
- c. The sub-limit for animals.

Historical Replacement Cost

LOSS ADJUSTMENT AND SETTLEMENT item L., Valuation, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under Section D.ADDITIONAL PROPERTY DAMAGE COVERAGE, Item 10., Demolition and Increased Cost of Construction.

4. United States Certified Act of Terrorism

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of terrorism contained in DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered terrorism within the terms of this policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the Policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

5. Motor Vehicle Coverage

This policy covers motor vehicles, trucks and trailers owned, leased or rented by the Insured licensed for highway use.

PROPERTY EXCLUDED, item 7., is amended to:

6. Motor vehicles licensed for highway use except such motor vehicles owned, leased or rented by the Insured

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

NEW This Policy does not cover loss or damage resulting from:

- a) Collision; or
- b) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Motor Vehicle Coverage: On property insured under this coverage, the loss amount will not exceed the **actual cash value**.

Index of Forms:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations Page	PRO DEC 4100	01/24
Declarations	PRO S-1 4100	01/20
Schedule of Miscellaneous Equipment, Appendix A		Version 001
All Risk Coverage	PRO AR 4100	01/23
Supplemental United States Certified Act of Terrorism Endorsement	AFM 7312	06/21
Kentucky Amendatory Endorsement	AFM 6504	04/15

Commercial General Liability

Policy Period: 07/01/2024 to 07/01/2025

Insurer: Safety National Casualty Corporation

AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on November 15, 2023

COVERAGE FORM:

Occurrence Form: Yes

Claims Made Form: Yes (Employee Benefits Liability)

Occurrence Basis: Covers a loss caused by an occurrence that happened during the policy period, although the claim may be made after the policy expires.

Claims Made Basis: Covers a claim made during the policy period for a loss that happened after the retroactive date.

Limits

Description	Coverage Amount
General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Fire Damage – Any One Fire	\$1,000,000
Medical Expense – Any One Person	NO COVERAGE

Self-Insured Retained Limit: \$1,500,000 Each Occurrence

Audit Provision	Not subject to audit	NA
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Additional Coverages

Description	Coverage Amount	Retroactive date
Employee Benefits – Annual Aggregate	\$5,000,000	07/01/2017
Employee Benefits – Each Claim	\$5,000,000	07/01/2017

Scheduled Watercraft:

2014 Lowe Boats R1160R
2023 Inmar 430-ST-L-HD
2023 Inmar 430-ST-L-HD
1984 Fisher Aluminum 16'
2018 Zodiac MK3GR

Scheduled Dams:

Shillito Park Dam (Wellington Unit 1-B) – KY01162
Wellington Park Dam (Unit 4) – KY01173

FORMS APPLY TO GENERAL LIABILITY, EMPLOYEE BENEFITS LIABILITY, AUTOMOBILE LIABILITY, LAW ENFORCEMENT LIABILITY, PUBLIC OFFICIALS and EMPLOYMENT PRACTICES LIABILITY

Schedule of Forms and Endorsements:	
PEERLL 00 00 12 22	Public Entity Excess Retained Limits Liability Insurance Policy
PE 10 00 01 22	Public Entity Excess Retained Limits Liability Insurance Policy Declarations
PE 116 00 01 22	Kentucky Amendatory Endorsement
CP 99 03 05 19	Commercial Policy Cover
PN 99 02 02 09	Privacy Statement
IL P 001 01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
IL 10 06 12 08	Schedule of Forms and Endorsements
PE 001 00 12 22	Additional Insured – Scheduled Contracts
PE 009 00 01 22	Contractual Liability – Railroads (As Required by Written Contract)
PE 012 00 01 22	Earlier Notice of Cancellation Provided By Us
PE 013 00 02 22	Employee Benefits Liability Coverage
PE 020 00 01 22	Scheduled Dams (Shillito Park and Wellington Park dams)
PE 022 00 01 22	Scheduled Watercraft
PE 026 00 01 22	Exclusion – Failure to Supply
PE 030 00 01 22	Cap on Losses From Certified Acts of Terrorism
PE 031 00 01 22	Disclosure Pursuant To Terrorism Risk Insurance Act

Business Automobile Liability

Policy Period: 07/01/2024 to 07/01/2025

Insurer: Safety National Casualty Corporation

AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on November 15, 2023

Limits

Description	Symbols	Limit or Deductible
Bodily Injury & Property Damage Liability	1	\$5,000,000 each occurrence
Uninsured / Underinsured Motorists		Excluded
Personal Injury Protection		Excluded

Symbol Definitions		
1. Any "Auto"	5. Owned "Autos" Subject to No-Fault	9. Non-Owned "Autos" Only
2. Owned "Autos" Only	6. Owned "Autos" Subject to a Compulsory Uninsured Motorists Law	10. "See Definition"
3. Owned Private Passenger "Autos" Only	7. Specifically Described "Autos"	11. "See Definition"
4. Owned "Autos" Other than Private Passenger "Autos" Only	8. Hired "Autos" Only	19. Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only

Self-Insured Retained Limit: \$1,500,000 Each Occurrence

Notable Exclusions or Limitations:

- Liability from the use of Amphibious Vehicles (only applies while the amphibious vehicle is being launched into, used in or beached from the water)
- Exclusion of Federal Employees Using Autos in Government Business

Public Officials & Employment Practices Liability

Policy Period: 7/1/2023 to 7/1/2024

Insurer: Safety National Casualty Corporation

AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on November 15, 2023

Limits

Description	Limit
Each Wrongful Act	\$5,000,000
Annual Aggregate	\$5,000,000

Self-Insured Retention: \$1,500,000 Each Wrongful Act

Law Enforcement Liability

Policy Period: 7/1/2023 to 7/1/2024

Insurer: Safety National Casualty Corporation

AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on November 15, 2023

Limits

Description	Limit
Each Occurrence	\$5,000,000
Policy Aggregate	\$5,000,000

Self-Insured Retention: \$1,500,000 Each Occurrence

Workers' Compensation

Policy Period: 07/01/2024 to 07/01/2025

Insurer: Safety National Casualty Corporation

AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on November 15, 2023

Contract Terms	Specific Excess Only
Liability Period	07/01/2024 – 07/01/2025
Payroll Reporting Period	07/01/2024 – 07/01/2025
Payroll	\$228,369,443
Manual Premium	\$3,642,076
Standard Premium	\$3,642,076
Self-Insured Retention	\$1,000,000
Specific Limit	Statutory
Employers Liability Limit	\$5,000,000 per Occurrence \$5,000,000 Aggregate
Premium Rate (Rate \$100 Payroll)	\$0.2256
Deposit Premium	\$515,201
Minimum Premium	\$463,681
Pay Plan	Annual Payment
Audit Type	Voluntary

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

Endorsements

- Kentucky Mandatory Endorsement(s), If Applicable
- 0288 00 09 08 (XWC) Employers' Liability Per Occurrence & Aggregate Maximum Limits of Liability
- 0467 02 1105 (XWC) Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity
- 6000 00 0121 (XWC) Terrorism Risk Insurance Program Reauthorization Act Endorsement

Please Note: Safety National is again offering the Program Commitment Agreement which would keep the rate flat for the next renewal.

Workers' Compensation Exposures

State: KY

Class Code	Description	Exposure Amount
0106	Tree Pruning, Spraying, Repairing, & Drivers	\$317,742.72
4299	Printing	\$167,143.89
5506	Street or Road Construction: Paving or Repaving & Drivers	\$2,582,883.57
6306	Sewer Construction--All Operations & Drivers	\$84,740.27
7580	Sewage Disposal Plant Operation & Drivers	\$7,153,944.81
7590	Garbage Works	\$1,464,146.81
7600	Telecommunications Co.--Cable TV, or Satellite--All Other Employees & Drivers	\$948,100.51
7610	Television or Radio Broadcasting Station--All Employees & Clerical, Drivers	\$926,624.80
7710	Firefighters & Drivers	\$56,094,937.99
7720	Police Officers & Drivers	\$71,448,340.51
8380	Automobile Service or Repair Center & Drivers	\$3,065,514.98
8810	Clerical Office Employees NOC	\$35,910,666.74
8820	Law Office--All Employees & Clerical, Messengers, Drivers	\$2,121,029.46
8864	Social Services Org All Employees & Salespersons, Drivers	\$5,095,821.14
8869	Non-Specialty Day Camp	\$308,174.66
9015	Buildings-Operation by Owner or Lessee	\$4,499,496.56
9102	Park NOC	\$13,509,765.39
9403	Garbage Ashes or Refuse Collection & Drivers	\$8,913,404.87
9410	Municipal Township County or State Employee NOC	\$13,483,505.66
9516	Electronic Equipment--Installation, Service, or Repair--Shop and Outside & Drivers	\$273,455.31
Total Payroll		\$228,369,440.65

Excess Liability

Policy Period: 07/01/2024 to 07/01/2025

Insurer: Gemini Insurance (Non-Admitted Carrier)

AM Best Rating: A+ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on June 1, 2023

Limits

Description	Limit
Each Occurrence, Accident, Act or Claim	\$5,000,000
Policy Aggregate (excluding Auto Liability which is not subject to an Aggregate)	\$5,000,000

Schedule of Underlying

General Liability

Self-Insured Retention - \$1,500,000

Each Occurrence	General Aggregate	Products & Completed Operations Aggregate	Personal & Advertising Injury	Employee Benefits – Annual Aggregate	Employee Benefits – Each Employee
\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

Employee Benefits Liability

Self-Insured Retention - \$1,500,000

Each Employee Limit	Aggregate Limit
\$5,000,000	\$5,000,000

Automobile Liability

Self-Insured Retention - \$1,500,000

Bodily Injury & Property Damage - Combined Single Limit
\$5,000,000

Public Officials and Employment Practices Liability

Self-Insured Retention - \$1,500,000

Each Wrongful Act	Aggregate Limit
\$5,000,000	\$5,000,000

Law Enforcement Liability

Self-Insured Retention - \$1,500,000

Each Occurrence Limit	Aggregate Limit
\$5,000,000	\$5,000,000

Employer's Liability

Self-Insured Retention - \$1,000,000

Each Occurrence Limit	Aggregate Limit
\$5,000,000	\$5,000,000

Policy is subject to a 35% Minimum Earned Premium at inception.**Schedule of Forms and Endorsements:**

XFP 3001 02/20	Berkley Public Entity Follow Form Policy
XFP 3004 09/20	Signatures
XFP 3005 02/20	Cap on Losses From Certified Acts of Terrorism
XFP 3006 02/20	Exclusion of Certified Acts of Terrorism
XFP 3007 02/20	Trade or Economic Sanctions Endorsement
XFP 3008 01/23	Service of Suit Endorsement
XFP 3036 05/20	Exclusion – Communicable Disease
XFP 4000 05/23	Berkley Public Entity Premier – Excess Liability Follow Form Policy
	Declarations
XFP 4002 05/23	Schedule of Forms and Endorsement
XFP 4003 05/23	Schedule of Underlying Insurance
XFP 4001 05/23	Berkley Public Entity Premier Excess Liability Follow Form Policy
XFP4200 05/23	Signatures
XFP 4202 05/23	Service of Suit
XFP 4203 05/23	Exclusion of Certified Acts of Terrorism (If Terrorism is rejected)
XFP 4204 05/23	Cap on Losses from Certified Acts of Terrorism (If Terrorism is accepted)
XFP 4205 05/23	Trade of Economic Sanctions
XFP 4327 05/23	Communicable Disease Exclusion
XFP 4328 05/23	Ninety (90) Day Notice of Cancellation
XFP 4333 05/23	Cyber Incident and Biometric Information Exclusion - NEW
XFP 4334 05/23	Perfluoroalkyl and Polyfluoroalkyl Exclusion - NEW
IL P 001 01/04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
	Advisory Notice to Policyholders
LOSS Notice	Loss Notice
01/23	

Auto Physical Damage (In Motion)

Policy Period: 07/01/2024 to 07/01/2025

Insurer: Safety National Casualty Corporation

AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on November 15, 2023

Limits

CA Coverage Form (CA 00 01)

Description	Symbols	Limit
Auto Liability		Not Covered
Personal Injury Protection (PIP)		Not Covered
Auto Medical Payments		Not Covered
Uninsured/Underinsured Motorist (UM/UIM)		Not Covered

Physical Damage Coverage

Description	Symbols	Limit
Comprehensive		Not Covered
Collision	7	Actual Cash Value

Physical Damage Deductibles

Description	Amount
Comprehensive	NA
Collision	\$250,000 per vehicle

Symbol Definitions

1. Any "Auto"	5. Owned "Autos" Subject to No-Fault	9. Non-Owned "Autos" Only
2. Owned "Autos" Only	6. Owned "Autos" Subject to a Compulsory Uninsured Motorists Law	10. "See Definition"
3. Owned Private Passenger "Autos" Only	7. Specifically Described "Autos"	11. "See Definition"
4. Owned "Autos" Other than Private Passenger "Autos" Only	8. Hired "Autos" Only	19. Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only

Schedule of Forms/Endorsements:

Mandatory State Endorsements	As Required by Covered States
Amphibious Vehicles	CA 23 97
Audio, Visual & Data Electronic Equipment	CA 20 02
Auto Physical Damage Deductibles Applies to Fire & Lightning	CAM 002
Broad Form Named Insured	SNCA 038
Commercial Auto Liability Coverage Form	CA 00 01
Unintentional Failure to Disclose Material Facts	SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss	SNCA 030
Waiver of Premium Audit Condition	CAM 001

Aviation Insurance

Policy Period: 07/01/2024 to 07/01/2025
Insurer: Westchester Fire Insurance Company
AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
 Rated on December 7, 2023

Location: The aircraft is based in Lexington, Kentucky.
Purpose of Use: All uses required by the "Named Insured."
Territory: Insurance is only provided under this policy for accidents or Occurrences that take place during the policy period while the Aircraft insured under this policy is in the United States of America (excluding Alaska), Canada or Mexico, or while the Aircraft is dismantled and is being transported between ports in the territory where insurance is provided under this policy.

Coverage		Limit
Single Limit including Passengers	Each Occurrence	\$ 20,000,000
Medical Payments	Each Person Each Occurrence	\$ 25,000 \$ 500,000

Schedule Of Aircraft

F.A.A. Number	Year	Make and Model	Aircraft Type	Total Seats Incl Crew
N911LP	1968	Bell OH-58C	R	4
N912LP	1970	Bell OH-58C	R	4

Hull Coverages and Deductibles

F.A.A. Number	Amount of Insurance	Not in Motion Deductible	In Motion Deductible	Ingestion Deductible
N911LP	\$375,000	\$0	\$18,750	\$18,750
N912LP	\$375,000	\$0	\$18,750	\$18,750

Aircraft Additional Equipment And Deductibles

F.A.A. Number	Amount of Insurance	Deductible
N911LP	\$809,885	\$1,000
N912LP	\$458,600	\$1,000

Notable Coverage Exclusions, Limitations or Extensions:

- War and Other Perils Exclusion Clause
- Noise, Pollution and other Perils Exclusion Clause
- Pilots Who May Fly The Aircraft: Any pilot approved by the named insured's chief pilot or by his or her designee.
- Passenger Voluntary Settlement Endorsement – Cover Crew – Limit of Settlement \$250,000
- Non-Owned Aircraft Liability Endorsement – Max Seating (including crew) – Twenty (20)

- War, Hi-Jacking and Other Perils Endorsement
- Governmental Entity Limited Enhanced Coverage Endorsement
 - Temporary Replacement Component Part Expense \$500,000
 - Maximum Daily Expense Limit \$10,000
 - Per Incident of Damage to the Aircraft Limit \$375,000
 - Spare Parts – Amount of Insurance Any One Location or Sending \$500,000
 - Spare Parts – Deductible Amount Each and Every Loss \$1,000
 - Limit of Liability for Personal Injury – Limited to (Aggregate) \$20,000,000
- Nuclear Risk Exclusion Clause
- Date Recognition Exclusion Endorsement
- Date Recognition Limited Coverage Endorsement
- Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
- Extended Coverage – War, Physical Damage Coverage Endorsement (Aircraft Physical Damage Coverage)
- Pollution Endorsement
- Limited Terrorism Coverage Endorsement
- Unearned Premium Insurance Endorsement
- Volunteers Endorsement
- Emergency Landing Endorsement
- Cancellation Notification – Kentucky
- Trade or Economic Sanctions Endorsement
- U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
- Amendment to Limits in Endorsement AC1200

Aviation Insurance Definitions

Aircraft Liability Insurance: Protects the insured against claims for bodily injury and property damage caused by or arising out of the ownership, maintenance, or use of the aircraft.

Aircraft Physical Damage Insurance: Reimburses the insured for physical damage to the aircraft due to an accident or incident. Typically does not cover loss of use, diminished value, or wear and tear.

Medical Payments: Voluntary payments to passengers for direct medical expenses as a result of an accident or incident. Paid without regard to legal liability.

Purpose of Use: Defined in each policy, this spells out the approved uses of the aircraft under the policy. Some common uses are:

- **Pleasure and Business:** Non-commercial use of the aircraft for personal or business travel where no charge is made for such use.
- **Industrial Aid:** Non-commercial use of the aircraft for business travel where no charge is made for such use, but the aircraft is flown exclusively by professional pilots employed for that purpose.
- **Commercial:** Commercial uses include such operations as instruction, rental, charter, aerial photography, banner towing, and many more.

OPW OR OPC: The open pilot warranty or open pilot clause sets forth the minimum requirements for a pilot to fly the aircraft under a policy without specific approval of the insurance company.

Named Insured: The policy owner. The person or entity whose name appears on the first page of the policy and who has the authority to change or cancel the policy.

Additional Insured: A person or entity with an interest to be protected but who is not a named insured.

Combined Single Limit: A combined limit of liability applying to bodily injury and property damage. Usually stated as a limit per occurrence.

Smooth Limit: A single limit as above with no internal per person limits. The entire limit is available to satisfy a claim by one individual.

Sub-limit: A single limit of liability for bodily injury and property damage per occurrence which is further limited to a smaller maximum amount payable to one person.

Pollution Liability

Policy Period: 07/01/2024 to 07/01/2025

Insurer: Illinois Union Insurance Company

AM Best Rating: A++ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on December 7, 2023

Limits

Description	Limit	Self-Insured Retention
Per Pollution Condition or Indoor Environmental Condition	\$1,000,000	\$100,000
Aggregate All Pollution Conditions or Indoor Environmental Condition	\$1,000,000	

Retroactive Date:	07/01/2011
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Notable Coverage Exclusions, Limitations or Extensions:

- Policy Form: PF-44887b (08/18) Premises Pollution Liability Insurance Policy
 - A. Pollution Conditions or Indoor Environmental Conditions Coverage
 - B. Transportation Coverage
 - C. Non-Owned Disposal Site Coverage
- Premium is 25% Minimum-Earned as of inception of the Policy
- Automatic Acquisition and Due Diligence (New Fungi Conditions Only) Endorsement
- Communicable, Infectious or Contagious Diseases Exclusionary Endorsement
- Dedicated Defense Aggregate Limit Endorsement
- Notice of Cancellation Amendatory (Generic Time Frame) Endorsement
- Premium Earn-Out (Staggered – One Year – Acceleration) Endorsement
- Prior Claims Exclusionary (Broad) Endorsement
- Schedule of Covered Locations Endorsement
- Maintenance, Upgrades, Improvements, or Installations Limitation Endorsement – **NEW**
- Public Entity Coverage Amendatory Endorsement – **NEW**
- Service of Suit Endorsement
- Trade or Economic Sanctions Endorsement
- Signatures
- Kentucky Surplus Lines Notification
- Chubb Producer Compensation Practices & Policies
- U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Network Security (Cyber) & Privacy Liability

Policy Period: 07/01/2024 to 07/01/2025

Insurer: Berkley Assurance Company

AM Best Rating: A+ (Superior), XV (Greater than or Equal to USD 2.00 Billion),
Rated on June 1, 2023

LIMITS

Cyber Liability Coverages	Berkley Per Expiring	Alt. Option Berkley
AGGREGATE LIMIT OF LIABILITY FOR ALL DAMAGES AND LOSS (INCLUSIVE OF COSTS OF DEFENSE)	\$2,000,000	\$2,000,000
Breach Costs	\$2,000,000	\$2,000,000
Cyber Liability		
Network Security & Privacy Liability	\$2,000,000	\$2,000,000
Regulatory Liability and Defense	\$2,000,000 *\$1,000,000 for claims <i>not</i> alleging a Privacy Event	\$2,000,000 *\$1,000,000 for claims <i>not</i> alleging a Privacy Event
PCI Fines and Assessments	\$2,000,000	\$2,000,000
First Party Loss		
Data Asset Loss	\$2,000,000	\$2,000,000
Business Interruption - Security Event	\$2,000,000 Waiting Period: 12 Hours	\$2,000,000 Waiting Period: 12 Hours
Business Interruption - System Failure	\$2,000,000	\$2,000,000
Dependent Business Interruption	\$2,000,000	\$2,000,000
Bricking (Computer Hardware Replacement Costs)	\$2,000,000	\$2,000,000
Reputational Loss	\$2,000,000	\$2,000,000
Cryptojacking	\$150,000	\$250,000
Multimedia Liability	\$2,000,000	\$2,000,000
eCrime Loss		
Social Engineering	\$150,000	\$250,000*
Cyber Crime Loss	\$150,000	\$250,000
Telephone System Fraud	\$150,000	\$250,000
Invoice Manipulation	\$150,000	\$250,000
Fraudulent Funds Transfer	Not Included	Not Included
Cyber Extortion Loss	\$2,000,000	\$2,000,000
Cyber Extortion Coinsurance	None	None
Forensic Accounting Services	\$75,000	\$75,000

Coverage enhanced compared expiring

Coverage limited compared to expiring

Notable Provisions	Berkley Per Expiring	Alt. Option Berkley
Retention	\$150,000 Income Loss: 12 Hours	\$150,000 except, \$250,000 for all Cyber Crime and Social Engineering Income Loss: 12 Hours
Indemnity Period (days)		
Business Interruption	180 Days	180 Days
Reputational Loss Event	60 Days or until net profits restored	60 Days or until net profits restored
Full prior acts	Yes	Yes
Voluntary Shutdown	Included	Included
Breach Response Outside the Limit	No	No
Policy Territory	Applies to Claims made, acts committed, or Loss occurring anywhere in the world.	Applies to Claims made, acts committed, or Loss occurring anywhere in the world.
Cyber Risk Solutions Services <i>Outside the Limits of Liability</i>	<u>Pre-Breach:</u> Return premium equal to the lesser of \$10,000 or 10% of total annual premium approved security upgrades.	<u>Pre-Breach:</u> Return premium equal to the lesser of \$10,000 or 10% of total annual premium approved security upgrades.
Costs/Expenses to comply with injunctive/non-monetary relief for covered Claim Sublimit	Included in definition of Damages	Included in definition of Damages
Extended Reporting Period	1 year - 75% of annual premium 2 years - 150% of annual premium 3 years - 200% of annual premium	1 year - 75% of annual premium 2 years - 150% of annual premium 3 years - 200% of annual premium
Subsidiary Threshold	20%	20%

Endorsements:

BCRS 01 (02/18)	Policyholder Notice
CYB000010 (02/18)	Forms Scheduled
265-0220	Policyholder Disclosure – Notice of Terrorism Insurance Coverage
BAC-E906 (08/21)	Service of Suit
CYB000015 (12/18)	System Failure Business Interruption – Scheduled Outsourced Provider with Sublimit Endorsement: Any Provider - \$1,000,000 Limit
CYB000019 (02/18)	Contingent Business Interruption – Blanket Outsourced Provider Endorsement
CYB000057 (02/18)	Media Endorsement
CYB000082 (12/20)	Telecommunication Fraud Coverage Endorsement - \$150,000 Limit
CYB000085 (02/18)	Cap on Losses From Certified Acts of Terrorism
CYB000113 (05/18)	BYOD (Bring Your Own Device) Endorsement
CYB000119 (12/20)	Voluntary Shutdown Endorsement – Period of Restoration: 14 days
CYB000130 (12/20)	Data Protection Regulation – Regulatory Endorsement - \$1,000,000 Limit
CYB000134 (12/20)	Cryptojacking Endorsement - \$150,000 Limit
CYB000136 (12/20)	Invoice Fraud Coverage Endorsement - \$150,000 Limit
CYB000155 (12/20)	Bricking Amended Endorsement - \$2,000,000 Limit
MS132 (12/20)	Amended Premier Protect Endorsement <ul style="list-style-type: none"> - Amended Extended Reporting Period Additional Premiums - Forensic Accounting - \$75,000 Limit
MS260 (03/23)	Social Engineering Validation Endorsement <p><i>As a condition to Social Engineering Coverage, the following conditions must be met. Insured must verify the details of the instruction:</i></p> <ol style="list-style-type: none"> <i>with a person other than the person providing the instruction, using a telephone number previously on file for authentication,</i> <i>with a person other than the person providing the instruction, using an email address with a recognized company domain and previously on file for authentication; or</i> <i>using a unique authentication code, password, or security question.</i> <p>*Can be removed by choosing the Berkley alternative quote.</p>
MS285 (03-24)	NEW ENDORSEMENT - Crisis Counseling - \$50,000 Limit
MS69 (10/22)	Breach Counsel Retention Endorsement <ul style="list-style-type: none"> - Data Breach Response Retention - \$150,000 - Breach Counsel Selected From The Insurer's Website Retention - \$50,000

Risk Management Offerings:

- **Endpoint Security Offering:** Berkley Cyber Risk Solutions policyholders have access to the latest in cloud delivered endpoint security products provided by CrowdStrike. Policyholders will have a suite of product bundles available to choose from that meet their specific needs at discounted prices. To get started with access to your discounted services, please click here <https://go.crowdstrike.com/BerkleyCyberOffer.html>
- **Free Cyber Security Resources:** Berkley Cyber Risk Solution's eRisk Hub is a free resource to all of our policyholders and provides a full suite of educational and technical resources to help mitigate our policyholders' exposures. To take advantage of these free resources, click here <https://eriskhub.com/berkeleycyberrisk>

Claim / Incident Reporting:

Claim Department, Berkley Cyber Risk Solutions
412 Mount Kemble Avenue, Suite G50
Morristown, NJ 07960
or Email: claims@berkeleycyberrisk.com

Non-Admitted Carrier Disclaimer

Surplus Lines / Non-Admitted Carriers

The proposal being presented to you contains one or more coverages which are being underwritten by an insurer which is Non-Admitted in your state but is a Surplus Lines carrier. Premium taxes and fees are additional amounts payable that are over and above the premium for the policy.

In the United States, states have the authority to regulate insurance companies and have controlled insurance mainly through their licensing powers. The license is a document that indicates an insurer has met the minimum requirements established by state statute and is authorized to engage in the lines of business for which it has applied. A surplus lines insurer is a company that underwrites risks for which insurance coverage generally is not available through a company licensed in the insured's state (an admitted insurer). This business, therefore, is placed with a non-admitted insurer. A non-admitted insurer is not licensed in the state but allowed to operate in accordance with excess or surplus lines provisions of state insurance laws.

The importance of a company being licensed in a particular state also determines the protection afforded a policyholder by the state's Insurance Guaranty Fund laws and regulations regarding non-renewals and premium increases that generally apply only to licensed insurers. The Guaranty Fund may provide additional financial protections in the event a licensed/admitted carrier becomes bankrupt.

Coverage	Insurer
Excess Liability	Gemini Insurance
Pollution Liability	Illinois Union Insurance Company
Network Security (Cyber) & Privacy Liability	Berkley Assurance Company

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+", or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

For the most current version, visit www.ambest.com/ratings/index.html. BCRs are distributed via the AM Best website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

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Version 121719

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
Commercial Property	07/01/2024 – 07/01/2025
Public Entity Excess Casualty Liability	07/01/2024 – 07/01/2025
Excess Workers' Compensation	07/01/2024 – 07/01/2025
Excess Liability	07/01/2024 – 07/01/2025
Auto Physical Damage (In Motion)	07/01/2024 – 07/01/2025
Aviation	07/01/2024 – 07/01/2025
Pollution Legal Liability	07/01/2024 – 07/01/2025
Cyber Liability	07/01/2024 – 07/01/2025

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev March 15, 2024

Minimum Earned & Deposit Premiums

Minimum Deposit

Minimum and deposit is the amount of premium due at inception. Although the policy is “ratable”, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum deposit premium. The policy may generate an additional premium on audit, but will not result in a return. If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers typically do not allow flat cancellations. Once the policy is in effect, some premium will be earned, and the amount or percentage is outlined in the policy.

Direct Bill Policies

Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Proposal Disclaimer

Marsh & McLennan Agency LLC (“MMA”) thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

Credit Policy

Marsh & McLennan Agency LLC (MMA) strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest items on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.

If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. MMA does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Account Manager maintains on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Did you know Marsh McLennan Agency offers two options to pay your bill online, using a valid checking/savings account or via credit card? Our system is safe and secure and is an easy tool to pay your invoices online.

Pay Your Bill Online

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

Frequently Asked Questions

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address
- There will be a 3.5% fee charged to the cardholder by SecureFee for Credit Card Payments.
- Checking/Savings payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address.
- There will be a non-refundable \$4.00 security and delivery fee charged by SecurFee for ACH/Checking payment transactions.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT THE PROPOSALS FOR FY 2025 FOR EXCESS LIABILITY INSURANCE FROM MARSH & MCLENNAN INSURANCE AGENCY, AND TO EXECUTE ANY NECESSARY CONTRACTS AND DOCUMENTS ON BEHALF OF THE URBAN COUNTY GOVERNMENT WITH, THE FOLLOWING INSURANCE COMPANIES AND/OR THEIR RESPECTIVE BROKER MARSH & MCLENNAN AGENCY: AVIATION FROM WESTCHESTER FIRE INSURANCE (CHUBB) AT A COST NOT TO EXCEED \$54,014.06; GENERAL, PUBLIC OFFICIALS, AUTO, EMPLOYER, AND LAW ENFORCEMENT LIABILITIES FROM SAFETY NATIONAL CASUALTY CORPORATION AT A COST NOT TO EXCEED \$779,655.74; ON THE ROAD AUTO FROM SAFETY NATIONAL CASUALTY CORPORATION AT A COST NOT TO EXCEED \$64,341.66; EXCESS LIABILITY FROM GEMINI INSURANCE COMPANY AT A COST NOT TO EXCEED \$538,850.16; PROPERTY FROM AFFILIATED FACTORY MUTUAL (FM) AT A COST NOT TO EXCEED AT \$800,418.00; CYBER FROM AXIS COMPANY AT A COST NOT TO EXCEED \$56,745.36; POLLUTION FROM ILLINOIS UNION INSURANCE COMPANY (CHUBB) AT A COST NOT TO EXCEED \$27,695.96; AND WORKERS' COMPENSATION FROM SAFETY NATIONAL CASUALTY CORPORATION AT A COST NOT TO EXCEED \$515,201.00; ALL SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED.

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 accept the proposals for FY 2025 for excess liability insurance, which are attached hereto and incorporated herein by reference, and to execute, on behalf of the Lexington-Fayette Urban County Government, any necessary contracts or documents with the following insurance companies by and through Marsh & McLennan Agency as broker: Westchester Fire Insurance Company (Chubb) for aviation; Safety National Casualty Corporation for general, public officials, auto, employer, and law enforcement; Safety National Casualty Corporation for on the road auto; Gemini Insurance Company for excess liability; Affiliated Factory Mutual (FM) for property; Axis Company for cyber; Illinois Union Insurance Company/Chubb for pollution; and Safety National Casualty Corporation for workers' compensation.

Section 2 – That an amount, not to exceed the sums stated, be and hereby is approved for payment to Marsh & McLennan Agency on behalf of the insurance companies, and/or the companies: Westchester Fire Insurance Company - \$54,014.06; Safety National Casualty Corporation - \$779,655.74; Safety National Casualty Corporation - \$64,341.66; Gemini Insurance Company - \$538,850.16; Affiliated Factory Mutual (FM) - \$800,418.00; Axis Company - \$56,745.36; Illinois Union Insurance Company -

\$27,695.96; and Safety National Casualty Corporation - \$515,201.00 from FY 2025 account numbers 1101-XXXXXX-73101 (\$2,038,044.72), 1115-XXXXXX-73101 (\$206,527.92), 4002-XXXXXX-73101 (\$586,959.15), and 4051-XXXXXX-73101 (\$5,390.15) pursuant to the terms of the proposed contracts, and subject to sufficient funds being appropriated in these accounts.

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

0593-24:GET: 4867-1790-7909, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0594-24

File ID: 0594-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Waste
Management

File Created: 06/04/2024

File Name: AE Electrical Solutions Sole Source

Final Action:

Title: Authorization to establish AE Electrical Solutions as a sole source provider for on-going maintenance to the electrical system at the LFUCG Materials Recovery Facility (MRF). (L0594-24) (Thurman/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: AE MEMO 05012024, AE SOLE SOURCE
CERTIFICATION FORM 05012024

Enactment Number:

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0594-24

Title

Authorization to establish AE Electrical Solutions as a sole source provider for on-going maintenance to the electrical system at the LFUCG Materials Recovery Facility (MRF). (L0594-24) (Thurman/Albright)

Summary

Authorization to establish AE Electrical Solutions as a sole source provider for on-going maintenance to the electrical system at the LFUCG Materials Recovery Facility (MRF). (L0594-24) (Thurman/Albright)

Budgetary Implications [select]: **Yes/NO**

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Tracey Thurman, Director
Division of Waste Management

DATE: June 4, 2024

SUBJECT: Request Council Authorization to Execute a Sole Source Agreement with AE Electrical Solutions to provide on-going maintenance to the electrical system at the LFUCG Materials Recovery Facility (MRF).

Request: The purpose of this memorandum is to request approval to enter into an agreement with AE Electrical to provide on-going maintenance to the electrical system at the LFUCG Materials Recovery Facility.

Authorization to: Approve AE Electrical Solutions as a Sole Source Vendor.

Why are you requesting? AE Electrical Solutions has installed the electrical system in this facility. In addition they are an authorized dealer for the equipment and are familiar with the system and the systems used to process the recyclable materials at this facility due to the on-going maintenance they have provided.

Department needs this action because why: it would improve system down time by reducing the time it takes to secure a vendor and the turn-around time for repairs.

Are the funds budgeted? Yes

The funds are budgeted, or a budget amendment is in process: Yes

cc: Nancy Albright, Commissioner - EQPW





JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

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

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0595-24

File ID: 0595-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Waste
Management

File Created: 06/03/2024

File Name: Machinex Sole Source

Final Action:

Title: Authorization to establish Machinex Technologies as a sole source vendor for parts and services at the Materials Recovery Facility (LEX-MRF). (L0595-24) (Thurman/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Machinex MEMO 05012024, Machinex SOLE
SOURCE CERTIFICATION FORM 05012024

Enactment Number:

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0595-24

Title

Authorization to establish Machinex Technologies as a sole source vendor for parts and services at the Materials Recovery Facility (LEX-MRF). (L0595-24) (Thurman/Albright)

Summary

Authorization to establish Machinex Technologies as a sole source vendor for parts and services at the Materials Recovery Facility (LEX-MRF). (L0595-24) (Thurman/Albright)

Budgetary Implications [select]: **Yes/NO**

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Tracey Thurman, Director
Division of Waste Management

DATE: June 4, 2024

SUBJECT: Request Council Authorization to set up Machinex Technologies as a sole source vendor for parts and services at the Materials Recovery Facility (LEX-MRF).

Request: The purpose of this memorandum is to set up Machinex Technologies as a sole source vendor to provide parts and services at the Lexington Materials Recovery Facility (LEX-MRF).

Authorization to: Approve Machinex Technologies as a sole source vendor.

Why are you requesting? The Materials Recovery Facility requires ready access to parts and equipment in the most cost effective and timely manner. Availability of parts is vital to efficient operations. Machinex maintains a wide inventory of parts. Machinex provides rapid turnaround of parts and service helping to reduce downtime.

Are the funds budgeted? Yes

The funds are budgeted, or a budget amendment is in process: Yes

cc: Nancy Albright, Commissioner - EQPW





JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

☐ One Time Purchase

☐ To Establish Sole Source Provider Contract

(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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.)

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☐ 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.).

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.)

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



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0596-24

File ID: 0596-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Waste
Management

File Created: 06/04/2024

File Name: RRS Sole Source

Final Action:

Title: Authorization to establish Resource Recycling Systems (RRS) as a sole source provider to obtain Professional Consulting Services for the Division of Waste Management to assist with various capital and operational improvements at the Materials Recovery Facility. (L0596-24) (Thurman/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: RRS Bluesheet Memo-no amount-05012024, RRS
SOLE SOURCE CERTIFICATION FORM 05012024

Enactment Number:

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0596-24

Title

Authorization to establish Resource Recycling Systems (RRS) as a sole source provider to obtain Professional Consulting Services for the Division of Waste Management to assist with various capital and operational improvements at the Materials Recovery Facility. (L0596-24) (Thurman/Albright)

Summary

Authorization to establish Resource Recycling Systems (RRS) as a sole source provider to obtain Professional Consulting Services for the Division of Waste Management to assist with various capital and operational improvements at the Materials Recovery Facility. (L0596-24) (Thurman/Albright)

Budgetary Implications [select]: **Yes/NO**

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:


Budget Reference:

Current Balance:



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Tracey Thurman, Director
Division of Waste Management

DATE: June 4, 2024

SUBJECT: Request Council Authorization to Execute a Sole Source Agreement with Resource Recycling Systems (RRS) to Obtain Professional Consulting Services Between LFUCG Division of Waste Management and RRS

Request: The purpose of this memorandum is to request approval to enter into an agreement with Resource Recycling Systems (RRS) to purchase professional consulting services to assist with various capital and operational improvements at the Materials Recovery Facility. This agreement would allow the division to issue work-specific task orders with RRS including Operational Facility Health Checks, Commodity Market Support, and other On-Demand Support.

Authorization to: Approve sole source with Resource Recycling Systems for professional consulting services.

Why are you requesting? Resource Recycling Systems has been working with the Division of Waste Management on several projects including the recent capital improvement project at the Materials Recovery Facility. Their staff is familiar with both the equipment and commodities produced at the MRF. This agreement would allow the Division to work with RRS consultants to continue to improve the operations of the MRF.

Are the funds budgeted? Yes

The funds are budgeted, or a budget amendment is in process: Yes

cc: Nancy Albright, Commissioner- EQPW





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.

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

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

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

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

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0597-24

File ID: 0597-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Waste
Management

File Created: 06/04/2024

File Name: Bullitt County Belting Sole Source

Final Action:

Title: Authorization to establish Bullitt County Belting & Supply as a sole source provider to purchase parts, repairs and installation services for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0597-24) (Thurman/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Bullitt County Belting MEMO 05012024, Bullitt
County Belting SOLE SOURCE CERTIFICATION
FORM 05012024

Enactment Number:

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0597-24

Title

Authorization to establish Bullitt County Belting & Supply as a sole source provider to purchase parts, repairs and installation services for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0597-24) (Thurman/Albright)

Summary

Authorization to establish Bullitt County Belting & Supply as a sole source provider to purchase parts, repairs and installation services for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management. (L0597-24) (Thurman/Albright)

Budgetary Implications [select]: **Yes/NO**

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Tracey Thurman, Director
Division of Waste Management

DATE: June 4, 2024

SUBJECT: Request Council Authorization to Execute a Sole Source Agreement with Bullitt County Belting & Supply to purchase parts, repairs and installation services for the Materials Recovery Facility (MRF) on behalf of the LFUCG Division of Waste Management and Bullitt County Belting & Supply

Request: The purpose of this memorandum is to request approval to enter into an agreement with Bullitt County Belting & Supply to purchase Conveyor Belts, Saddles, Lacing and Belt Repair and installation for the Materials Recovery Facility (MRF).

Authorization To: Approve a Sole Source with Bullitt County Belting & Supply

Why are you requesting? This agreement supports the operational efficiency in acquiring required parts, supplies and installation of non-standard conveyor belts for material sorting system. This company provides 24 hour installation and repair services that are critical in ensuring facility productivity.

Department needs this action because why: The vendor is available in a timely basis to supply transport and install/volume per year/essential pieces of equipment

Are the funds budgeted? Yes

The funds are budgeted, or a budget amendment is in process: Yes

cc: Nancy Albright, Commissioner - EQPW





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.

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

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

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

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

Cost: _____

Sole Source Request for the Purchase of: _____

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

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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.)

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



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0600-24

File ID: 0600-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Fire and
Emergency
Services

File Created: 06/05/2024

File Name: American Response Vehicle contract

Final Action:

Title: Authorization to enter into an agreement with American Response Vehicle (ARV) for the purchase of four (4) new emergency care apparatus at the cost of \$1,737,000. Funds are budgeted in FY 2024 Bond Fund. (L0600-24) (Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: American Response Vehicle contract 2024 blue
sheet memo, HGAC AM10-23 ARV Contract

Enactment Number:

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0600-24

Title

Authorization to enter into an agreement with American Response Vehicle (ARV) for the purchase of four (4) new emergency care apparatus at the cost of \$1,737,000. Funds are budgeted in FY 2024 Bond Fund. (L0600-24) (Wells/Armstrong)

Summary

Authorization to enter into an agreement with American Response Vehicle (ARV) for the purchase of four (4) new emergency care apparatus at the cost of \$1,737,000. Funds are budgeted in FY 2024 Bond Fund. (L0600-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, under review

Risk Management: No

Fully Budgeted: Yes

Account Number: 2614-505707-5713-96957

This Fiscal Year Impact: \$1,737,000.00

Annual Impact:

Project: FIRE_TRUCK_2024

Activity: VEHICLE

Budget Reference: 2024

Current Balance: requisition in process



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: 06/05/2024
SUBJECT: Contract with American Response Vehicle

File Summary:

Request Council authorization to enter into a contract agreement with American Response Vehicle, (ARV) for the purchase of 4 new emergency care apparatuses at the cost of \$1,737,000.00.

Contract termination language / clause: N/A

Why are you requesting?

These units will replace high mileage ageing units. The units scheduled for replacement will then be assigned to the division's reserve fleet, replacing older units.

The cost for this FY is: \$1,737,000.00

The cost for future FY is: N/A

Are the funds budgeted? Yes.

Account information:

2614 505707 96957 Fire_TRUCK_2024

Has an RFP been obtained? N/A

Sole source? N/A

Name of cooperative purchasing agreement if being utilized:

Yes, Houston Galveston Area Council, (HGAC). Contract #AM10-23.

File Number:

Director/Commissioner: Wells/Armstrong



H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - American Response Vehicles, Inc. - Public Services - ID: 11090

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and American Response Vehicles, Inc., hereinafter referred to as the Contractor, having its principal place of business at 521 Hillsdale Road, Columbia, MO 65201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document.

The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406.

Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

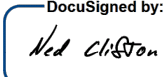
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

American Response Vehicles, Inc.

Signature 
A171DFA8FD1C45D...

Name Ned Clifton

Title Executive Vice President

Date 11/15/2023

H-GAC

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/16/2023