

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, September 28, 2021

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

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

- a** [0967-21](#) Table of Motions: Council Work Session, September 21, 2021

Attachments: [ws motions 9 21 21](#)

IV. Budget Amendments**V. New Business****VI. Continuing Business/ Presentations**

- a** [0968-21](#) Neighborhood Development Funds: September 28, 2021

Attachments: [NDF List 9 28 21](#)

- b** [0973-21](#) Committee Summary: Budget, Finance & Economic Development, August 31, 2021

Attachments: [08-31-21 BFED Summary](#)

- c** [0969-21](#) Presentation: Dantzler Court Greenspace Neighborhood Improvements; By: Kristan Curry & Demetria Mehlhorn

Attachments: [Dantzler Court Greenway Council Presentation 9-28-21](#)

VII. Council Reports**VIII. Mayor's Report****IX. Public Comment - Issues Not on Agenda****X. Adjournment**

Administrative Synopsis - New Business Items

- a **0911-21** Authorization to execute Change Order #1 in the amount of \$2,830 with Central Kentucky Sprinkler, Inc. for fire suppression system at Tates Creek Community Center. The original purchase order amount was \$116,000, with a new total of \$118,830. \$37,170 remains in the budget. This change order is to install a new air compressor for the facility's fire sprinkler system and to install a new pump for the existing compressor to provide a backup compressor for a total of \$2,830. Compressor replacement was not anticipated in the initial quote. Funds are budgeted. (L0911-21) (Conrad/Ford)

Attachments: [Tates Creek Fire Suppression Chg Order 1 memo](#)
 [Change order form TC Fire Suppression](#)
 [CKS Tates Creek Air Compressor Proposal](#)
 [TC Sprinkler CERTIFICATE OF EMERGENCY Procurement-signed](#)

- b **0933-21** Authorization to approve Burdine Security Group as a sole source vendor. Burdine Security Group has installed electronic access systems in the majority of LFUCG owned buildings. They are this area's authorized dealer and service provider for security systems. Budgetary impact is dependent on services requested. (L0933-21) (Baradaran/Ford)

Attachments: [Blue Sheet Memo Burdine.pdf](#)
 [Sole source certification.pdf](#)
 [00738601.DOCX](#)

- c **0937-21** Authorization to execute a Memorandum of Understanding with Fayette County Public Schools for transportation services for the 2021-2022 academic school year with the Family Care Center. This Agreement provides transportation service for enrolled students and their children to and from the Family Care Center. The Agreement covers the 2021-2022 school calendar year, from August 11, 2021 through May 24, 2021 (or as affected by weather), for a total of 177 instructional days. This service Agreement entails a fleet of two school buses with respective drivers and monitors. (L0937-21) (Rodes/Allen-Bryant)

Attachments: [0937-21 Bluesheet Memo FCPS MOU 19-20 Transportation](#)
 [2021-2022 FCPS Bus MOU Signed](#)

- d **0946-21** Authorization for approval of an agreement between the Lexington Housing Authority and LFUCG to mitigate sanitary / storm sewer construction punch list obligations associated with

Bluegrass-Aspendale Phases 2 and 3. Approval of the agreement authorizes the Housing Authority to pay Lexington the amount of \$399,000 in exchange for Lexington's acceptance of sanitary / storm infrastructure in its present condition, with an accompanying full release of outstanding letters of credit. (L0946-21) (Martin/Albright)

Attachments: [LHA Blue Sheet Memo Law approved.pdf](#)
[LHA Agreement.pdf](#)
[Bluegrass Aspendale Map.pdf](#)
[Bluegrass Aspendale apts phase 2 housing auth \(apts\).pdf](#)
[Bluegrass Aspendale apts phase 2 housing auth 2.pdf](#)
[Bluegrass Aspendale apts phase 3 sect 1 housing auth \(apts\).pdf](#)
[Bluegrass Aspendale apts single housing 2020 \(1\).pdf](#)
[Bluegrass Aspendale III Apartments 03172021 update.pdf](#)
[Bluegrass Aspendale Infrastructure Ph3 S1 Apts Infrastructure Bridlewood Fu](#)
[Bluegrass Aspendale Infrastructure Sngl Fmly 03172021 update.pdf](#)
[Bluegrass Aspendale Ph 2 Apts 03172021 update.pdf](#)
[Bluegrass Aspendale Ph 2 Apts Parcel 2 03172021 update.pdf](#)
[Bluegrass Aspendale Ph 2 Apts Parcel 3 03172021 update.pdf](#)

- e **0947-21** Authorization to accept an agreement with the Drug Enforcement Administration (DEA), Tactical Diversion Squad Task Force Agreement. The term of this agreement shall be from October 1, 2021 through September 30, 2022. No budgetary impact. (L0947-21) (Weathers/Armstrong)
- Attachments:** [Cover Memo - DEA Agreement- Tactical Diversion Squad Task Force Agreeen](#)
[DEA Tactical Diversion Squad Task Force Agreement](#)
- f **0948-21** Authorization to accept an agreement with the Drug Enforcement Administration (DEA) Program Funded State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0948-21) (Weathers/Armstrong)
- Attachments:** [Cover Memo - DEA Agreement - Program Funded State and Local Task Force](#)
[DEA Program Funded State & Local Task Force Agreement](#)
- g **0949-21** Authorization to accept the attached agreement with the Drug Enforcement Administration (DEA) Provisional State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0949-21) (Weathers/Armstrong)
- Attachments:** [Cover Memo - DEA Agreement - Provisional State and Local Task Force \(Del](#)
[DEA Provisional State and Local Task Force Agreement](#)
- h **0950-21** Authorization to accept a donation of \$3,500 from Michael and Allison Johnson for a memorial bench in Harrods Hill Park for Michael Johnson

and \$40 toward a memorial tree. (L0950-21) (Conrad/Ford)

Attachments: [Memorial bench & tree memo](#)

- i **0955-21** Authorization for the Mayor to execute the Management Agreement with the Friends of the Kentucky Theatre (FOKT). This agreement is for the day-to-day operation and management of the Kentucky and State Theaters, located at 212 and 218 East Main Street. This agreement will begin on November 1, 2021 and expires on October 31, 2022. The lease shall automatically renew for four (4) additional terms of one (1) year each. The *Friends of the Kentucky Theatre* will remit 10 percent of gross receipts generated through operation of the theatre to LFUCG. In addition, LFUCG will also receive 5 percent of gross receipts of special events hosted by the management team (FOKT).

Attachments: [Memo KY Theatre Mgmt Agreement.pdf](#)

[KY Theatre Management Agreement.pdf](#)

- j **0956-21** Authorization to execute Change Order No. 2 with ATS Construction for the Town Branch Trail Phase 6, increasing the contract price by the sum of \$239,388.75 from \$3,908,798.25 to \$4,148,187.00. Funds are budgeted. (L0956-21) (Burton/Albright)

Attachments: [21-blue sheet memo ATS CO No. 2](#)

[CO No. 2 - TBT6](#)

[Change Order No. 2 - Approved](#)

- k **0957-21** Authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs, subject to the availability of sufficient funds in FY 2022. Budget amendment in process. (L0957-21) (Rodes/Allen-Bryant)

Attachments: [21-Bluesheet Memo CACFP](#)

[BA 11327](#)

- l **0958-21** Authorization to submit an application to the Federal Emergency Management Agency (FEMA) requesting funding in the amount of \$287,072 from the Hazard Mitigation Grant Program to overhaul electrical infrastructure at the Division of Streets and Roads maintenance and dispatch facilities. Match in the amount of \$37,320 is required, a budget amendment will be completed if the project is approved. (L0958-21) (Dugger/Armstrong)

Attachments: [21-blue sheet SR Generator](#)
[Hazard Mitigation Application - Proposed Project](#)
[Hazard Mitigation Application](#)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0967-21

File ID: 0967-21

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/22/2021

File Name: ws motions 9 21 21

Final Action:

Title: Table of Motions: Council Work Session, September 21, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: ws motions 9 21 21

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0967-21

Title

Table of Motions: Council Work Session, September 21, 2021

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
September 21, 2021**

Mayor Gorton called the meeting to order at 3:01pm. Council Members Kay, Ellinger, J. Brown, MCurn, LeGris, Sheehan, Kloiber, F. Brown, Baxter, Bledsoe and Reynolds were present. Council Members Moloney, Lamb, Worley and Plomin were absent.

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

Motion by Sheehan to approve the September 14, 2021 work session summary. Seconded by Baxter. Motion passed without dissent.

- IV. Budget Amendments
- V. New Business

Motion by Sheehan to approve new business. Seconded by Ellinger. Motion passed without dissent.

- VI. Continuing Business/Presentations

Motion by Baxter to approve neighborhood development funds. Seconded by LeGris. Motion passed without dissent.

Council Member J. Brown provided a summary of the August 10, 2021 Planning & Public Safety Committee meeting. There were no motions to report from the meeting.

Finance Commissioner, Erin Hensley provided an overview of the ARPA project life cycle.

- VII. Council Reports

Motion by F. Brown to place on the docket for the September 30, 2021 Council meeting, an allocation of up to \$15M in ARPA funds to compensate qualified front line Urban County Government employees for exposure pay during the pandemic. Seconded by Ellinger. Motion passed without dissent.

Motion by Kay to amend and direct the administration to come back to the next COW (September 30, 2021) with more detailed information related to the number of employees and different payment amount scenarios. Seconded by Reynolds. The motion was withdrawn.

Bledsoe referred the discussion of a one-time salary supplement for non ARPA personnel to the October Budget, Finance & Economic Development Committee meeting.

Motion by Bledsoe to schedule a workshop to discuss the compensation policy and recommendations to strengthen the recruitment and retention of non-sworn employees with the Urban County Government. Seconded by Kay. Motion passed without dissent.

Motion by Baxter to refer a presentation of crime reduction technology by police to the Planning & Public Safety Committee. Seconded by Ellinger. Motion passed without dissent.

Motion by J. Brown to place on the Council Meeting docket for Thursday, September 30, 2021, an Ordinance amending the Richmond Road Landscape Ordinance, Ordinance 213-83, to allow for installation of a privacy fence on the Richmond Road frontage of the properties located at 3604 through 3672 Green Park Court. Seconded by Bledsoe. Motion passed without dissent.

Motion by J. Brown to refer a presentation on housing rehab grants to the General Government & Social Services Committee. Seconded by Sheehan. Motion passed without dissent.

- VIII. Mayor's Report
- IX. Public Comment – Issues Not on Agenda
- X. Adjournment

Motion by Baxter to adjourn at 4:15pm. Seconded by LeGris. Motion passed without dissent.

SAM, 9/22/21



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0968-21

File ID: 0968-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/22/2021

File Name: ndf 9 28 21

Final Action:

Title: Neighborhood Development Funds: September 28, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 9 28 21

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0968-21

Title

Neighborhood Development Funds: September 28, 2021

..Summary

Organization:

Central KY Hockey Association
448 Paddock Drive
Lexington, KY 40505
Gary McKale

Purpose:

To assist with the aftermath of a structure fire at their primary rink.

Amount:

\$850.00

Organization:

Lexington Fairness
2659 Regency Road, Ste. 120
Lexington, KY 40509
Joseph Miniard

Purpose:

To sponsor the Pride 5K Run.

Amount:

\$950.00

Organization:

North Limestone CDC
714 North Limestone Street
Lexington, KY 40516
Andrea James

Purpose:

To assist with tree week events.

Amount:

\$550.00

Organization:

The Lansdowne Neighborhood Assoc., Inc.
811 Overbrook Circle
Lexington, KY 40502
Case Davis

Purpose:

To assist with the cost or redesigning the landscape of the Lansdowne medians.

Amount:

\$1,500.00

**Neighborhood Development Funds
September 28, 2021
Work Session**

Amount	Recipient	Purpose
\$ 850.00	Central KY Hockey Association Gary McKale 448 Paddock Drive Versailles, KY 40383	To assist with the aftermath of a structure fire at their primary rink.
\$ 950.00	Lexington Fairness Joseph Miniard 2659 Regency Road, Ste. 120 Lexington, KY 40503	To sponsor the Pride 5K Run.
\$ 550.00	North Limestone CDC Andrea James 714 North Limestone Street Lexington, KY 40508	To assist with tree week events.
\$ 1,500.00	The Lansdowne Neighborhood Assoc., Inc. Case Davis 811 Overbrook Circle Lexington, KY 40502	To assist with the cost or redesigning the landscape of the Lansdowne medians.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0973-21

File ID: 0973-21

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/23/2021

File Name: Approval of August 31, 2021, Committee Summary

Final Action:

Title: Committee Summary: Budget, Finance & Economic Development, August 31, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: 08-31-21 BFED Summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0973-21

Title

Committee Summary: Budget, Finance & Economic Development, August 31, 2021



Budget, Finance & Economic Development Committee

August 31, 2021

Summary and Motions

Committee chair, Council Member Amanda Bledsoe, called the meeting to order at 1:01 p.m. Committee members Vice Mayor Steve Kay and Council Members Richard Moloney, Chuck Ellinger, James Brown, Josh McCurn, Susan Lamb, Fred Brown, and Kathy Plomin were present. Council Member Preston Worley was absent. Council Members Liz Sheehan and Jennifer Reynolds attended as non-voting members.

I. Approval of June 29, 2021 Committee Summary

Motion by Plomin to approve the June 29, 2021, Budget, Finance, and Economic Development Committee summary; seconded by Ellinger. The motion passed without dissent.

II. Items Referred to Committee

Motion by F. Brown to remove the following items: *assessment of LFUCG owned property for potential revenue and cost savings opportunities* (No. 7), *industrial revenue bond fee schedule amendments* (No. 12), *proposals for coronavirus relief funds and fund balance* (No. 13), and *economic development partnership services RFP* (No. 17); seconded by Kay. The motion passed without dissent.

Initiatives related to item no. 7 remain in the LFUCG Property Assessment Subcommittee. Bledsoe said the *economic development partnerships update* (item no. 11) would become an annual update item.

III. Monthly Financial Update – July 2021

The monthly financial report was provided for information only. Bledsoe reviewed a few highlights. The last few pages of the financial update include up-to-date revenue and expenses for ARPA State and Local Recovery Funds, which will remain a component of the committee's financial reports going forward.

F. Brown and Erin Hensley, Commissioner of Finance, discussed two reports that were due by August 31st for ARPA, the interim report and the (annual) recovery plan, which totaled 67 pages for the previously allocated \$8M. Each project will have a detailed form. LFUCG is required to report expenditures by code (e.g. EC 1, 2, etc.) The information provided in the packet mirrors what is in the reports. F. Brown pointed out line-items for neighborhood recreation improvements for each park, which provides insight for the projects that the council approves and required details. Hensley explained they will track how much was allocated and how much the city is spending for each project, to know if they have met the budgetary requirements. Projects can also qualify differently, which they are also tracking; for example, within a qualifying census tract or for tourism.

Lamb believes it's in the best interest for the public to understand the details that LFUCG has to consider to use ARPA funds. Bledsoe clarified that once a project is approved it will be added to the reporting structure included in this financial report. Kay agreed it would be helpful for the public to understand the reporting requirements. He invited council members to submit other suggestions for information that would be helpful for the next committee of the whole meeting dedicated to ARPA. He said a lot of details will come after they have narrowed down the list of projects. Lamb and Bledsoe discussed how some projects that were submitted are conceptual and how LFUCG is learning as we go, particularly how

ARPA funds are not the best use for some projects because they would be too cumbersome administratively. Lamb concluded the projects list creates a wish list for the future and said ideas won't be thrown to the curb. No action was taken on this item.

July 2021 YTD Actual Compared to Adopted Budget:

<u>Revenue Category</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>% Var</u>
OLT- Employee Withholding	14,376,233	12,270,000	2,106,233	17.2%
OLT - Net Profit	1,468,398	910,000	558,398	61.4%
Insurance	2,450,488	3,220,000	(769,512)	-23.9%
Franchise Fees	2,376,097	2,320,000	56,097	2.4%
TOTALS	20,671,216	18,720,000	1,951,216	10.4%

July 2021 YTD/July 2020 YTD Current Year Compared to Prior Year:

<u>Revenue Category</u>	<u>Jul '21</u>	<u>Jul '20</u>	<u>Diff</u>	<u>% Var</u>
OLT- Employee Withholding	14,376,233	13,002,271	1,373,962	10.6%
OLT - Net Profit	1,468,398	8,144,267	(6,675,869)	-82.0%
Insurance	2,450,488	2,820,646	(370,158)	-13.1%
Franchise Fees	2,376,097	2,339,091	37,006	1.6%
TOTALS	20,671,216	26,306,275	(5,635,059)	-21.4%

FY2021 – Cash Flow Variance Revenue (Actual to Budget)

<u>For the one month ended July 31, 2021</u>				
	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>% Var</u>
<u>Revenue</u>	-	-	-	-
<u>Payroll Withholding</u>	<u>14,376,233</u>	<u>12,270,000</u>	<u>2,106,233</u>	<u>17.2%</u>
<u>Net Profit</u>	<u>1,468,398</u>	<u>910,000</u>	<u>558,398</u>	<u>61.4%</u>
<u>Insurance</u>	<u>2,450,488</u>	<u>3,220,000</u>	<u>(769,512)</u>	<u>-23.9%</u>
<u>Franchise Fees</u>	<u>2,376,097</u>	<u>2,320,000</u>	<u>56,097</u>	<u>2.4%</u>
<u>Other Licenses & Permits</u>	<u>43,693</u>	<u>270,583</u>	<u>(226,890)</u>	<u>-83.9%</u>
<u>Property Tax Accounts</u>	<u>-</u>	<u>15,333</u>	<u>(15,333)</u>	<u>-100.0%</u>
<u>Services</u>	<u>1,986,937</u>	<u>1,949,768</u>	<u>37,169</u>	<u>1.9%</u>
<u>Fines and Forfeitures</u>	<u>10,315</u>	<u>20,833</u>	<u>(10,518)</u>	<u>-50.5%</u>
<u>Intergovernmental Revenue</u>	<u>77,539</u>	<u>22,178</u>	<u>55,361</u>	<u>249.6%</u>
<u>Property Sales</u>	<u>35,115</u>	<u>8,333</u>	<u>26,782</u>	<u>321.4%</u>
<u>Investment Income</u>	<u>-</u>	<u>16,020</u>	<u>(16,020)</u>	<u>-100.0%</u>
<u>Other Income</u>	<u>158,393</u>	<u>101,883</u>	<u>56,510</u>	<u>55.5%</u>
<u>Total Revenues</u>	<u>\$22,983,208</u>	<u>\$21,124,931</u>	<u>\$1,858,277</u>	<u>8.8%</u>

FY2021 – Cash Flow Variance Expense (Actual to Budget)

<i>For the one month ended July 31, 2021</i>				
	Actuals	Budget	Variance	% Var
<u>Expense</u>				
Personnel	11,823,432	12,395,985	572,553	4.6%
Operating	4,525,138	7,256,046	2,730,908	37.6%
Insurance Expense	226	226	0	-
Debt Service	4,538,622	4,538,622	0	-
Partner Agencies	1,498,394	1,837,054	338,660	18.4%
Capital	5,832	241,208	235,376	97.6%
Total Expenses	\$22,391,644	\$26,269,141	\$3,877,497	14.8%
Transfers	463,087	463,087	0	-
Change in Fund Balance	\$128,477	(\$5,607,297)	\$5,735,774	

IV. Local Small Business Economic Stimulus Program 2020

Tyrone Tyra, Senior Vice President of Community & Minority Business Development for Commerce Lexington, first talked about the 2020 Local Small Business Economic Stimulus Program. The information provided is based on a form that LFUCG created for program reporting and the data comes from 77 percent of participants. The average monthly payroll and average total monthly full-time employees were outlined for January, March and December 2020, and May 2021. Tyra pointed out the dip in full-time employees in December and said the employment level has not fully recovered yet. He provided a brief update on the 2021 Small Business Economic Recovery Program, which is more extensive than the 2020 program. They continue to hear how important these funds are to the businesses. They dispersed \$3.79M and about \$500,000 remained available for allocation. Members and the Access Loan Committee and Traditional Bank were thanked for making this work possible.

Worley spoke about businesses as the lifeblood of Lexington's economy. He talked about these programs showing the need for support is overwhelming, particularly by how quickly the funds have gone out. Reynolds confirmed the 2021 stimulus program is still open and accepting applications. Tyra explained this program requires a lot of applications for funds because of the program criteria, which helps determine the appropriate level of funds to award. Applicants can only apply once for this program. They discussed the effort made to follow up with people and answer questions; Commerce Lexington has four people returning calls.

Tyra said they hired Falon McFarland to assist with the program. J. Brown asked what the next step is to help the small business community bounce back from the pandemic. Tyra said he is encouraging businesses to look at their finances. Tyra also suggested making it easier for businesses to get involved in city contracts, which LFUCG's minority business liaison is working on, and helping businesses to develop partnerships to expand and identify new targets. He is working with Sherita Miller on reworking a training program as well.

Ellinger pointed out this program is different from the 2020 program because funds have to be returned if outcomes aren't met. Tyra said the closing of the grant helps emphasize it is a one-year agreement.

Commerce Lexington has planned three check-ins with the awarded businesses. That process will start once all funds have been expended.

Moloney asked if the businesses are having a hard time with employment. Tyra said a lot of the awarded businesses are using the money to retain employees, for example, giving them bonuses. He talked about several employment factors. Some employers, who have strong benefits, are turning people away. Many folks are switching jobs by choice. People are starting businesses at a record rate. Tyra added that a consultant who advises Commerce Lexington doesn't anticipate a "magic bounce back" in employment.

Lamb asked about the number of new businesses that Commerce Lexington has met through these programs and if it has increased the diversity of its membership. Tyra said some businesses are visiting their offices for the first time and the Accelerator program is asked about frequently. They plan to follow up with these businesses in the future.

In response to Bledsoe, Kevin Atkins, Chief Development Officer, said Commerce Lexington met and exceeded on all fronts of the program. Payroll and employment numbers show the average number of employees was under 10, meeting the focus to reach true small businesses; past presentations showed the program far exceeded the goal for 50 percent of the funds to reach women- and minority-owned businesses. No action was taken on this item.

V. Bluegrass Farm to Table Update (annual)

This item was postponed and will be rescheduled. No action was taken on this item.

VI. Budgeting Models and LFUCG Budgeting

Bledsoe first recalled the work of a task force in 2019 with Mayor Gorton that looked at how we can improve the city's budget and finances. This presentation covers some of the items from that work. Erin Hensley began the presentation talking about the purpose and goals of a government's budget. She explained four budgeting approaches, reviewing the pros and cons for each. *Incremental budgeting* is most commonly used and easiest to understand. *Budget for outcomes* (focuses on community priorities) and the *performance-based approach* (more data-driven and works well for situations like ARPA) are similar; LFUCG accounting is not set up structurally for them. The *zero-based approach* requires intentional thought and justification for every dollar. Hensley said 65 percent of the city's budget is an inflexible cost due to personnel; if you take into consideration other annual funding obligations (such as occupancy costs, debt service, insurance, the Extended Social Resource program, etc.), these in total represent over 80 percent of the budget and prevent LFUCG from starting at zero.

Hensley reviewed the annual budgeting process, pointing out how the Division of Budgeting meets with each division monthly to review their budget. Divisions are asked to justify their operating budgets each year as well as provide performance measures. LFUCG's hybrid budgeting includes components of *incremental*, *zero-based*, and *performance-based budgeting*. She outlined best practices identified by the Government Finance Officers Association. The 2019 workgroup created a list of criteria they wanted to enhance the budget process with, some of which are already accomplished. Some of those criteria included publishing the *Budget in Brief* book and making the budgeting process more collaborative among the council and mayor earlier in the process. The last two recommendations regard the volume of budget amendments and a process for a Capital Improvement Plan. Budget amendments are cumbersome and some are insignificant; this should be reviewed to see if there are changes the council

is comfortable with. The process for the CIP is designed to look at long-range expenditures to have a better idea of what's coming.

Bledsoe talked about a process for members of the council and the administration to work together before the budget process starts (maybe September) on a long-term CIP; a joint effort to influence the CIP. This could be a pilot project this year that make a recommendation for the process going forward. In regards to budget amendments, Bledsoe pointed out the council's consideration of consent agendas in the past and talked about balancing transparency with being fiscally responsible, for example, staff time to process all the budget amendments. She suggested a pilot project that would modify what budget amendments would require the council's approval for grant projects and funds.

Moloney agreed the council doesn't need to spend as much time as it does on budget amendments for a small amount of money and referenced how it works differently at the state level. He encouraged the administration to share draft language [to amend necessary ordinances] that would modify the process.

F. Brown referenced the GFOA best practices related to unrestricted fund balance; he is not happy with how LFUCG portrays this. He mentioned the Comprehensive Annual Financial Report and outstanding awards in past years, which means the city is doing things right. He prefers all budget amendments that affect fund balance to go through the council for approval no matter the amount. He and Hensley discussed divisions that have a CIP (e.g. Police, Fire, and Parks and Recreation). Bledsoe said the idea is to not wait until the budget process to see the CIP, it would be a joint effort with the council earlier in the year.

J. Brown asked about parameters if a pilot project was tested for budget amendments with grants. They will need to review an ordinance from the 1970s that direct budget amendments. Hensley said the council would need to be informed of the grant budget, major changes in scope or funding, and the end result. Council would want to establish a threshold for change in revenue and determine what level of movement within expenditure categories was allowed if they aren't triggering the funding source.

Lamb recalled changes within LFUCG made over the years to be more efficient, which she compared to the possibility of improving budget amendments. She wants to continue to improve transparency and engagement with the public so they know where to look at things. The council often doesn't discuss CIP projects until the budget or when a project begins. Kay said the city is not looking for a return on investment and therefore the budget process is different from a corporate setting. He is in favor of simplifying budget amendments. Regarding the CIP process, he compared the project list in the Lexington Area Metropolitan Planning Organization; the list could be used as a base and modified. Kay pointed out various categories of fund balance and how they were used in the past to help with cash flow; ultimately he questioned how formal the process for unrestricted fund balance needs to be.

Sheehan talked about how helpful it was to participate in the mayor's budget hearings and asked what else can be done towards a collaborative budget review process. Hensley highlighted a couple of opportunities including the council's involvement in Budgeting's monthly meetings with divisions to review their budget and additional support for new council members before the council's budget process starts. Hensley said the budget retreats that provide an opportunity for a dynamic conversation can only go further in future years.

Sally Hamilton, CAO, said the CIP process doesn't mean each division submits their full CIP. She then explained the state process. Every state agency submits their (two-year) capital budget, a committee composed of various parts of the government ranks those projects, and then the ranked list is submitted

to the legislature. The legislature would often amend the list but it was a good guidance process. Hamilton talked about this kind of process helping everyone. Moloney and Bledsoe discussed the at-large council members serving on the group, particularly because the purpose is long-range planning and they have four-year terms. Bledsoe asked the administration to come back with (1) a proposal on how to do a CIP process and (2) what a modified process for budget amendments tied to grants would look like, including changes to the ordinance for the next meeting. No action was taken on this item.

Motion by Kay to adjourn (at 2:24 p.m.); seconded by Ellinger. The motion passed without dissent.

Materials for the meeting:

<https://lexington.legistar.com/MeetingDetail.aspx?ID=890624&GUID=46E8842D-4BCD-467F-A532-3DDC75512071&Options=info|&Search>

Video recording of the meeting: http://lfucg.granicus.com/player/clip/5423?view_id=4&redirect=true

HBA 9/22/21



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0969-21

File ID: 0969-21

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 09/22/2021

File Name: Pres: Dantzler Court Greenspace

Final Action:

Title: Presentation: Dantzler Court Greenspace Neighborhood Improvements; By: Kristan Curry & Demetria Mehlhorn

Notes:

Sponsors:

Enactment Date:

Attachments: Dantzler Court Greenway Council Presentation
9-28-21

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0969-21

Title

Presentation: Dantzler Court Greenspace Neighborhood Improvements; By: Kristan Curry & Demetria Mehlhorn

DANTZLER COURT GREENSPACE NEIGHBORHOOD IMPROVEMENTS

***LFUCG Greenspace Commission/Trust
Water Quality Lot Improvement Program***

Council Work Session

September 28, 2021



LEXINGTON



Mission of the Greenspace Commission:

*“The Mission of the Greenspace Commission is to **preserve, protect, enhance and maintain the open space** throughout the Lexington Urban Service Area and Fayette County.”*

Purpose of the Greenspace Trust:

*“... be an agency and instrumentality of the urban county government. **It is organized for the purpose of applying for and receiving funds, contributions and donations, to further the purposes of the Greenspace Commission, including the acquisition and donation of real property.**”*



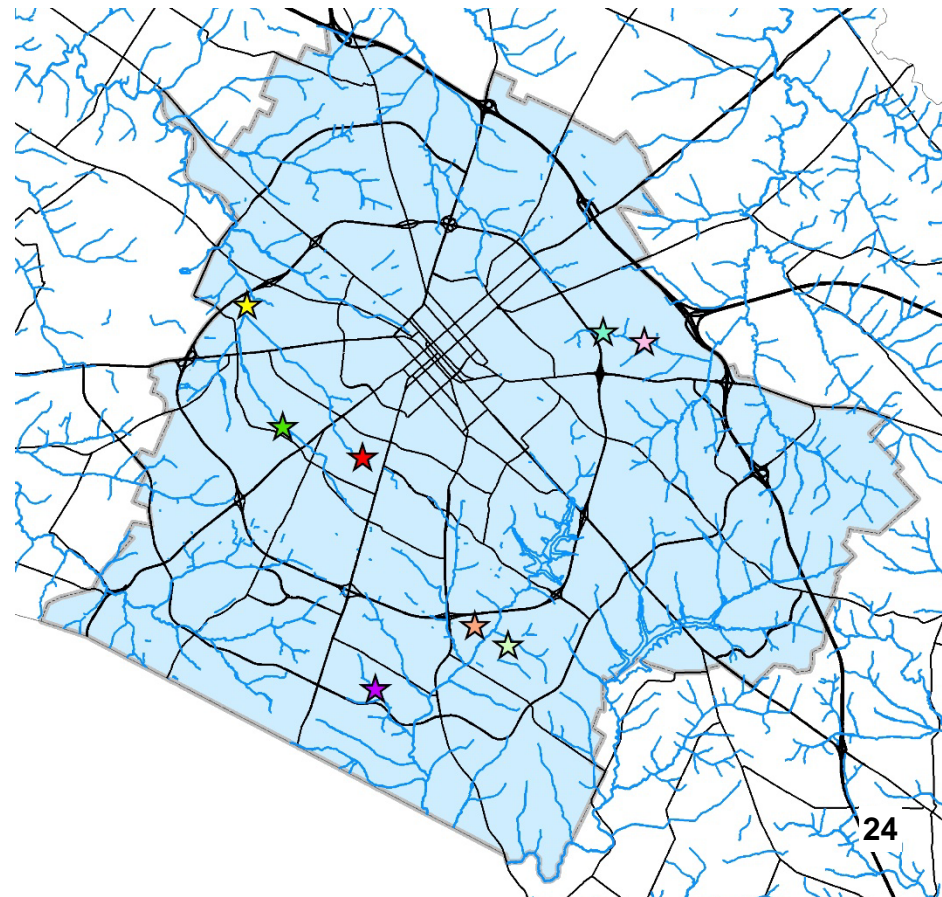
LFUCG Greenspace

- Division of Environmental Services (DES) manages / maintains approximately 500 acres of greenspace.
 - greenways (larger tracks of land); detention basins; water quality lots; and vacant parcels
- Funded by the Water Quality Management Fee for turf mowing, managed naturalized areas and no-mow zones.
- In 2018, DES Staff challenged the Greenspace Commission/Trust to create a plan for underutilized greenspaces.

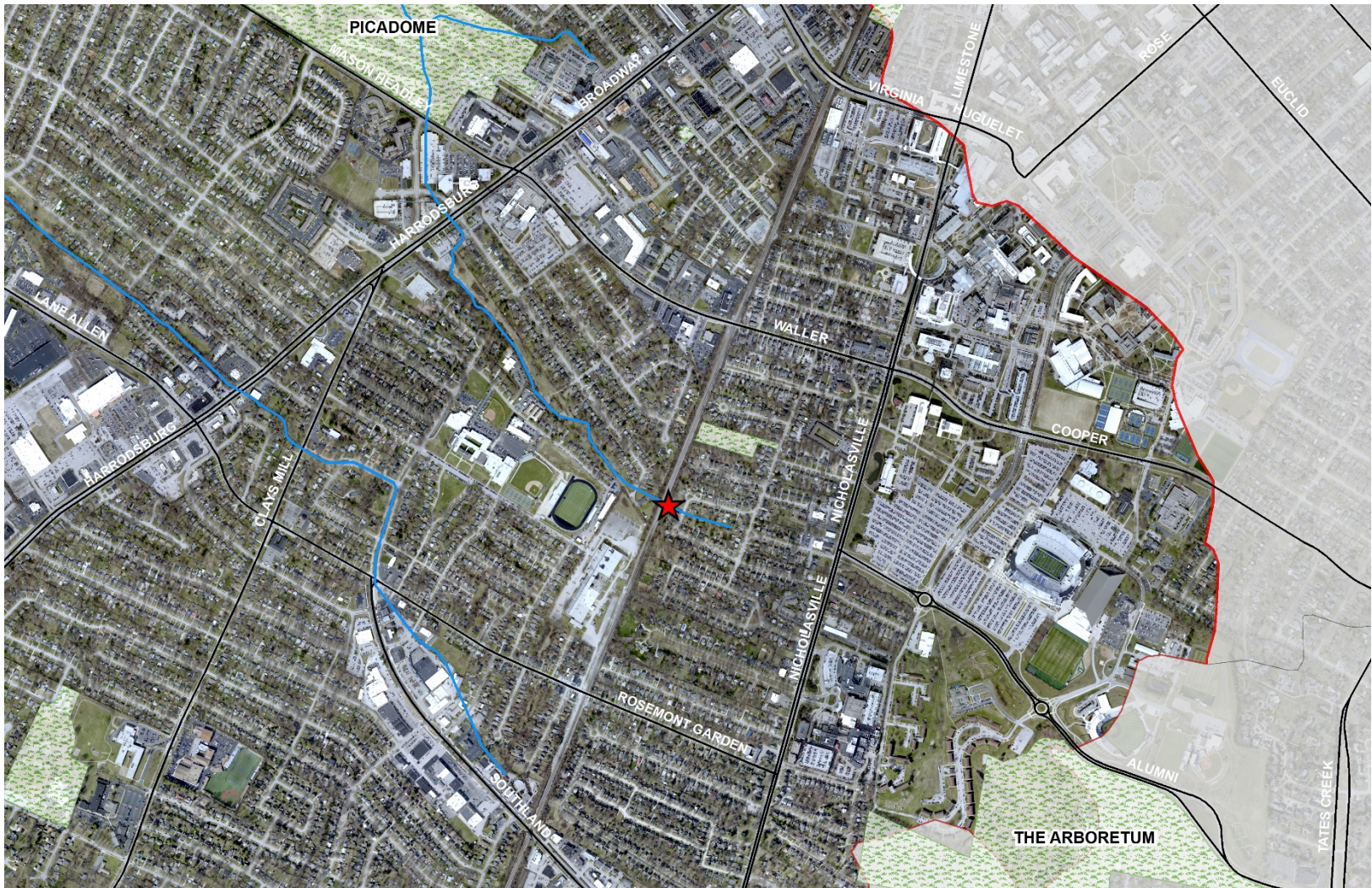


Original Greenspaces Reviewed

- ☐ Dantzler Court Water Quality Lots (CD3)
- ☐ Meadowbrook Park Greenspace (CD4)
- ☐ Dartmoor Water Quality Lot (CD6)
- ☐ Ft. Sumter Water Quality Lots (CD6)
- ☐ Crimson King Water Quality Lots (CD8)
- ☐ Gainesway Greenspace (CD8)
- ☐ Valley Park Stream Buffer (CD11)
- ☐ Furlong Drive Water Quality Lots (CD11)



Dantzler Court Water Quality Lots



Dantzler Court Water Quality Lots (2007)

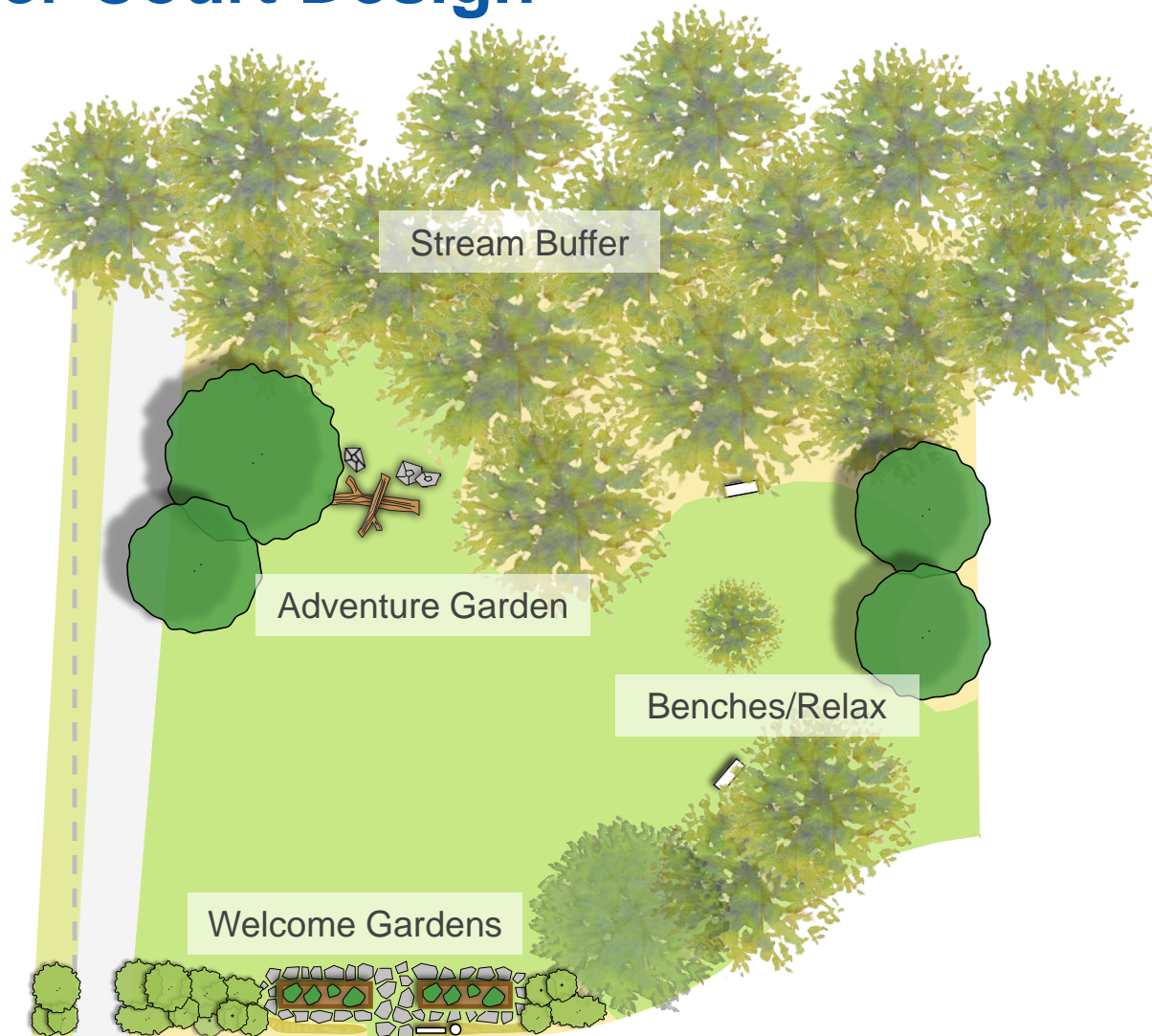


Dantzler Court Water Quality Lots (2019)





Dantzler Court Design





Funding

Funds Received / Committed -- \$16,000

- \$ 1,000 LFUCG Neighborhood Development Funds (FY 2019)
- \$ 2,500 Blue Grass Community Foundation (January 2020)
- \$10,000 LFUCG Discretionary Funds (FY 2020)
- \$ 2,500 LFUCG Discretionary Funds (FY 2021)

Phase I (2019-2020):

- Bench Purchased (NDF)
- Invasive Removal / Herbicide Applied (LFUCG DES Operations Crew)
- Trees Purchased & Planted (BGCF Funds)

Phase II (Spring 2021):

- Adventure Garden Installation
- Bench Installation
- Stream Buffer & Wildflower Border Planted

Phase III (Fall 2021):

- Educational Signage Designed, Purchased & Installed
- Bicycle Rack (Donated by Parks) Installed
- Geocaching Station Developed

Planted 10 Native Trees (May 2020)



- Sugar Maples
- Redbud
- Dogwood
- Tulip Poplar
- Service Berry
- Plane Tree

Field Discussion – Next Steps (Sept 2020)



Planted Stream Buffer (Spring 2021)



June 2021

Planted Native Wildflower Border (Spring 2021)



June 2021



Installed Adventure Garden (May 2021)



June 2021

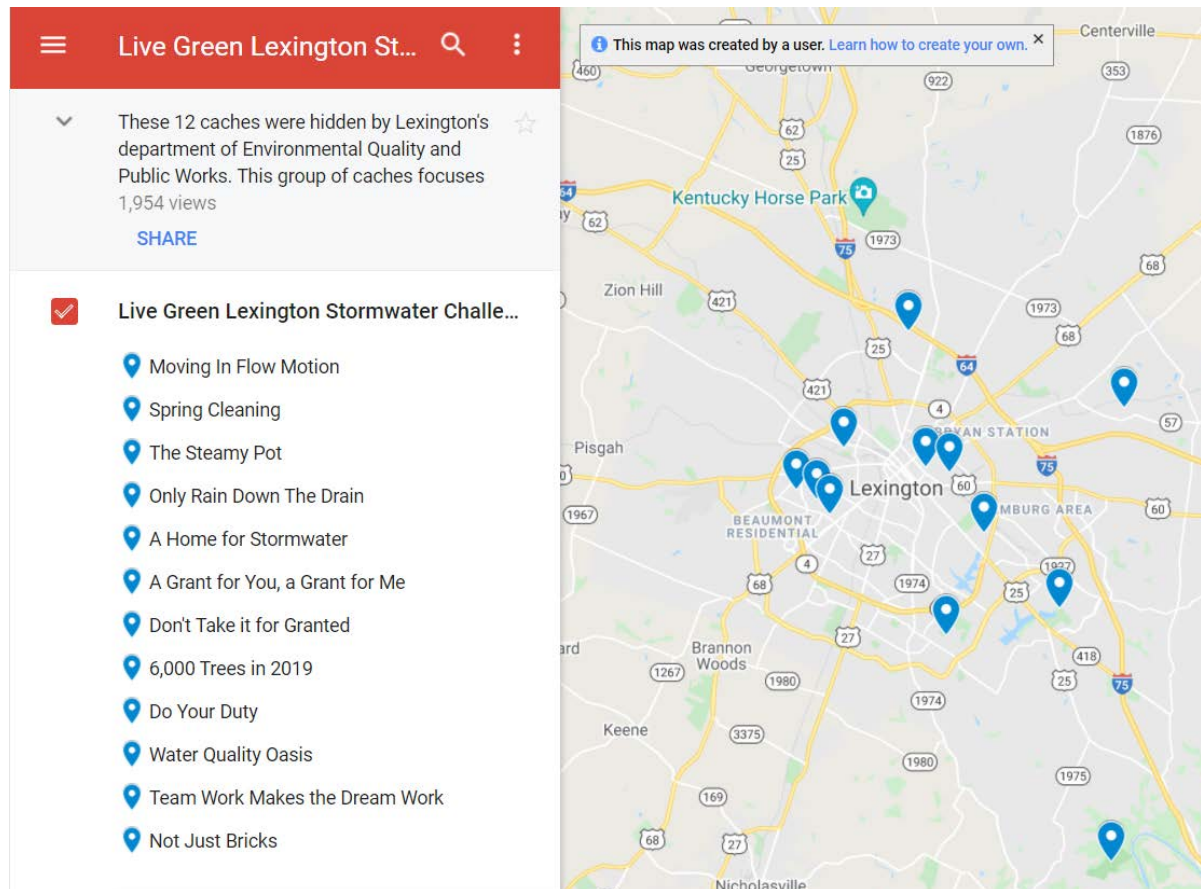




Developed Geocaching Station

(<https://www.lexingtonky.gov/geocaching>)

Geocaching is a real-world, outdoor treasure hunting game using GPS-enabled devices. Participants navigate to a specific set of GPS coordinates and then attempt to find the **geocache** (container) hidden at that location





Installed EnviroSign and Bicycle Rack

WELCOME!

This greenspace is a water quality lot, property purchased by the city because it floods. The city removed the house that used to be here. Now the lot can absorb more water, helping to mitigate flooding issues downstream. It is in the Seven Parks Historic District.

The property is being managed to serve the community and protect the environment.

RIPARIAN BUFFER

A transition area between land and water that contains a mix of trees, shrubs, grasses and wildflowers. This vegetated strip of land cleans water as it moves toward the stream and protects the streambank from erosion.

Zona de influencia ribereña – Un área de transición entre la tierra y el agua que contiene una mezcla de árboles, arbustos, pastos y flores silvestres. Esta franja de tierra con vegetación, limpia el agua a medida que avanza hacia el arroyo y protege la ribera del río de la erosión.

Black-eyed Susans are native to Kentucky and attract pollinators like birds and butterflies.

Rudbeckia bicolor son autóctonas de Kentucky y atraen a polinizadores como pájaros y mariposas.

¡BIENVENIDOS!

Este espacio verde es un solar de calidad de agua, propiedad comprada por la ciudad debido a que se inunda. La ciudad retiró la casa que solía estar aquí. Ahora el solar puede absorber más agua, lo que ayuda a mitigar los problemas de inundaciones río abajo. Está en el Distrito Histórico de los Siete Parques.

La propiedad está siendo administrada para servir a la comunidad y proteger el medio ambiente.

ADVENTURE GARDEN

Logs are great for exploring and playing. Count the rings on the log to find out how old the tree was. See what creatures you can find living on, near or under the log. And, of course, climb, sit, balance – just play!

Jardín de aventuras – Los troncos son excelentes para explorar y jugar. Cuenta los anillos del tronco para saber cuántos años tenía el árbol. Busca animales que puedan vivir encima, cerca o debajo del tronco. Y, por supuesto, trepa, siéntate, mantén el equilibrio, ¡juega!

This is the Big Elm Fork. It flows under the concrete path to your left (box culvert) and resurfaces at the rear of this site. The creek begins on the UK campus and flows into Wolf Run.

Este es el Big Elm Fork. Fluye a través del camino de concreto (alcantarilla de cajón) a su izquierda y sale a la superficie en la parte trasera de este lugar. El arroyo nace en el campus de UK y desemboca en Wolf Run.

DANTZLER CT GREENSPACE

Dos árboles que crecen en este espacio verde son el ciclamor del Canadá y el arce azucarero. Desarrollan hermosos colores y proporcionan semillas y refugio a las ardillas y pájaros.

Two trees that grow in this greenspace are the redbud and the sugar maple. They develop beautiful colors and provide seeds and shelter for squirrels and birds.







Next Steps

Goal

- To spend up to a year on choice / funding / design, followed by up to a year to implement design elements.

Themes to Continue:

- Looking for opportunities to use green infrastructure for water quantity and quality management;
- Making greenspace accessible and equitable;
- Emphasizing connectivity where possible and needed (5-minute and 10-minute walk / ride radius, linking parks / greenspaces / trails to neighborhoods and to each other);
- Improving vacant / underutilized greenspace to provide vibrant focal points within neighborhoods with relatively small infusions of funding makes a significant impact.

Eureka Springs Detention Area (2021/2022)



- Outdoor Public Meeting – October 5th
- Design Ideas Presented - November 17th
Greenspace Commission/Trust Meeting
- Greenspace Trust Applying for Funds
- Project Implementation Spring 2022



Questions?



LEXINGTON



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0607-21

File ID: 0607-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 06/09/2021

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 0607-21



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0911-21

File ID: 0911-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Parks and
Recreation

File Created: 09/09/2021

File Name: Tates Creek Fire Suppression Change Order No. 1

Final Action:

Title: Authorization to execute Change Order #1 in the amount of \$2,830 with Central Kentucky Sprinkler, Inc. for fire suppression system at Tates Creek Community Center. The original purchase order amount was \$116,000, with a new total of \$118,830. \$37,170 remains in the budget. This change order is to install a new air compressor for the facility's fire sprinkler system and to install a new pump for the existing compressor to provide a backup compressor for a total of \$2,830. Compressor replacement was not anticipated in the initial quote. Funds are budgeted. (L0911-21)
(Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Tates Creek Fire Suppression Chg Order 1 memo,
Change order form TC Fire Suppression, CKS Tates
Creek Air Compressor Proposal, TC Sprinkler
CERTIFICATE OF EMERGENCY Procurement-signed

Enactment Number:

Deed #:

Hearing Date:

Drafter: Rose Olive

Effective Date:

Related Files:

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 0911-21

Title

Authorization to execute Change Order #1 in the amount of \$2,830 with Central Kentucky Sprinkler, Inc. for fire suppression system at Tates Creek Community Center. The original

purchase order amount was \$116,000, with a new total of \$118,830. \$37,170 remains in the budget. This change order is to install a new air compressor for the facility's fire sprinkler system and to install a new pump for the existing compressor to provide a backup compressor for a total of \$2,830. Compressor replacement was not anticipated in the initial quote. Funds are budgeted. (L0911-21) (Conrad/Ford)

Summary

Authorization to execute Change Order #1 in the amount of \$2,830 with Central Kentucky Sprinkler, Inc. for fire suppression system at Tates Creek Community Center. The original purchase order amount was \$116,000, with a new total of \$118,830. \$37,170 remains in the budget. This change order is to install a new air compressor for the facility's fire sprinkler system and to install a new pump for the existing compressor to provide a backup compressor for a total of \$2,830. Compressor replacement was not anticipated in the initial quote. Funds are budgeted. (L0911-21) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 2609 707602 7221 91019

This Fiscal Year Impact: \$2,830

Annual Impact: \$

Project: TATES_CRK_2019

Activity: FIRESUPSYS

Budget Reference: 2019

Current Balance: \$37,170.00



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Monica Conrad, Director, Parks and Recreation

DATE: September 9, 2021

SUBJECT: Change Order No. 1 with Central Kentucky Sprinkler, Inc. – Bates Creek Community Center

Request:

Request Council Authorization for the Mayor to execute Change Order #1 in the amount of \$2,830 with Central Kentucky Sprinkler, Inc. for fire suppression system at Bates Creek Community Center. This is the first change order to an emergency procurement purchase order requested to address multiple sprinkler system failures and code issues with the building after three unsuccessful bid processes beginning February 2019. The original purchase order amount was \$116,000, with a new total of \$118,830. \$37,170 remains in the budget.

Purpose:

This change order is to install a new air compressor for the facility's fire sprinkler system and to install a new pump for the existing compressor to provide a backup compressor for a total of \$2,830. Compressor replacement was not anticipated in the initial quote.

Budgetary Implication:

One time cost.

Are the funds budgeted?

2609 707602 7221 91019 791 2019 TATES_CRK_2019 / FIRESUPSYS

File Number: 0911-21

Director/Commissioner: Conrad/Ford



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	September 8, 2021	
		Project:	Tates Creek Fire Suppression	
		Location:	1400 Gainesway Dr , Lex KY	
To :Central Kentucky Sprinkler, Inc. 243 Industry Parkway Nicholasville, KY 40356		Contract No.	LF00177597	
		Original Contract Amt.	\$116,000.00	
		Cumulative Amount of Previous Change Orders	\$0.00	
		Percent Change - Previous Change Orders		0.00%
		Total Contract Amount Prior to this Change Order	\$116,000.00	
		Change Order No.	1	
You are hereby requested to comply with the following changes from the contract plans and specification;				
Current Change Order				
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Install new compressor		\$1,900.00	
2	Install new pump for existing compressor		\$930.00	
	Total decrease	\$0.00		
	Total increase		\$2,830.00	
	Net Amount of this Change Order	\$2,830.00		
	New Contract Amount Including this Change Order	\$118,830.00		
	Percent Change - This Change Order			2.38%
	Percent Change - All Change Orders			2.44%
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. Mgr.) Date <u>9/16/21</u>		
Accepted by <u>Susan Starnes</u>		(Contractor) Date <u>9/17/21</u>		
Approved by <u>Monica Conrad</u>		(Director) Date <u>9/17/21</u>		
Approved by _____		(Commissioner) Date _____		
Approved by _____		(Mayor or CAO) Date _____		

JUSTIFICATION FOR CHANGE

PROJECT: Tates Creek Fire Suppression

CONTRACT NO. LF00177597

CHANGE ORDER: 1

1. Necessity for change: To replace the compressor for the for the Tates Creek fire Suppr
2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? ___Yes XNo
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes XNo
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: System is currently functioning on a comp
8. Effect on contract completion date: N/A

Mayor_____
Date

Proposal

Central Kentucky Sprinkler, Inc.

243 Industry Parkway

Nicholasville, KY 40356

Phone (859) 885-7990

Fax (859) 885-7991

Proposal Submitted to: LFUCG DIV OF PARKS AND REC	Date: 8-9-2021 Recieved 8/24/21
Street:	Job Name: TATES CREEK – AIR COMPRESSORS
City, State, Zip:	Job Location: LEXINGTON, KY
Fax:	Attn: ANTHONY WILLIAMS

We hereby submit specifications and estimates for:

- 1) INSTALL NEW AIR COMPRESSOR FOR THE FACILITY'S FIRE SPRINKLER SYSTEM
..... \$ 1,900.00
- 2) INSTALL A NEW PUMP FOR THE EXISTING COMPRESSOR \$930.00

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

SEE ABOVE

All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standards practices. Any alteration to deviation from above specifications involving extra costs will be excited only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____ **STEVE SCHMIDT**

Note: This proposal may be withdrawn by us if not accepted within ____ 30 ____ days.

Note: **PAYMENT TERMS SHALL BE NET 25.**

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____



**LEXINGTON-FAYETTE COUNTY GOVERNMENT
CERTIFICATE OF EMERGENCY PROCUREMENT**

Revised Date: 05/03/11

(Pursuant to KRS 424.260)

STEP I

TO: Mayor

FROM: General Services/Parks
(requesting Department/Division)

DATE: October 8, 2020

I recommend the immediate purchase of 1 of Repair and
(quantity) (description)
replacement of the failing fire sprinkler system at the Bates Creek Community Center.

from Central Kentucky Sprinkler
(vendor)

for the total price of \$116,000.00 without competitive bidding on
the ground that an emergency exists (as provided in KRS 424.260) and the purchase must be
made not later than November 30, 2020 because of the following circumstances
(date)

(describe the emergency in detail, attach separate sheet if necessary), and after consulting
with the Director of Purchasing it was decided that the normal procurement process would
result in a delay in the LFUCG obtaining relief from this situation such that I have also
determined further damage or harm to the LFUCG or the general public is likely to occur:

The existing fire sprinkler system which is well past it's service life of 20 years
has had multiple failures in the last few months causing loss of property. After
being unable to secure a contractor through 3 separate bids over the past 2
years, we were able to negotiate an acceptable agreement to accomplish the
needed repairs within our budget and time allowed.

[Signature] 10/8/2020
DIRECTOR, REQUESTING DIVISION

[Signature] 10/8/2020
COMMISSIONER, REQUESTING DIVISION

[Signature] 10/9/2020
DIVISION OF CENTRAL PURCHASING





**LEXINGTON-FAYETTE COUNTY GOVERNMENT
CERTIFICATE OF EMERGENCY PROCUREMENT**

(Pursuant to KRS 424.260)

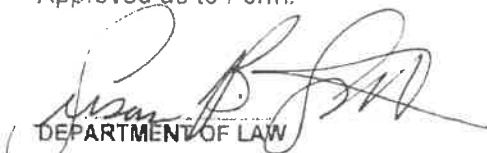
Page 2

STEP II

Approved as to budgetary concerns:


COMMISSIONER OF FINANCE



Approved as to Form:


DEPARTMENT OF LAW

STEP III

Based on the foregoing information, I hereby certify that an emergency exists as described above necessitating the above purchase without competitive bidding pursuant to the authority provided pursuant to KRS 424.260.

Filed with me this _____ day of _____, 20____

for  MAYOR  - CAO 11/2/2020

ATTEST

CLERK OF THE URBAN COUNTY COUNCIL



• AUTOMATIC FIRE SPRINKLER SYSTEMS • DESIGNED AND INSTALLED •

9-4-2020

To: LFUCG – DIVISION OF PARKS AND RECREATION

Re: TATES CREEK CENTER – FIRE SPRINKLER SYSTEM REPAIR

Attn: ANTHONY WILLIAMS

Following are responses to the request for information letter dated 8-11-2020.

Budget Item #1: Deduct for normal business hours

I did not include a labor premium for off hour work. It is more for our benefit, as most of the work will be performed in an attic space, so night time is a better temperature for that work. It is assumed work in the Golf Pro shop area would be off hours regardless.

Budget Item #2: Unit prices

I added unit pricing at the end of the proposal. Please note that I used a “per day” unit for piping replacement instead of “per foot”.

It is very likely the riser assembly will need to be replaced to insure the proper function of the nitrogen system. This cost is already included in the budget number #2. Also included is replacing the control valve and alarm devices with new.

Budget Item #3: Code corrections

The areas of work are noted in the proposal.

Budget Item #3: “Other system modifications:

The other modifications only include adding oxygen bleed off valves and a few low point drains. Otherwise the system will remain as is.

Additionally: Other items

The unit prices have been added to the proposal. A time frame has also been added.

I included replacing the Golf Pro Shop sprinklers in the repair number, but I did not include the remaining sprinklers in this area. There are approximately thirty more in this area, so I added a cost allowance for these sprinklers, too.

Please let me know if you need any further information or want to discuss any of this.

Thank You


Steve Schmidt
Central Kentucky Sprinkler, Inc.



• AUTOMATIC FIRE SPRINKLER SYSTEMS • DESIGNED AND INSTALLED •

Pg 1 of 3

REVISED 9-4-2020

TO: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

RE: TATES CREEK CENTER SPRINKLER SYSTEM REPAIRS
LEXINGTON, KENTUCKY

Following are some budgetary numbers for the phases of the fire sprinkler work for the above project. Please note if the prices are firm, not to exceed, or a cost allowance. The final costs will be determined by the outcomes of other phases.

BUDGET #1 – NOT TO EXCEED PRICE: INSPECTION OF THE EXISTING PIPING SYSTEM **\$9,500.00**

- The existing fire sprinkler system piping will be investigated for leaks and interior piping corrosion. This investigation includes an internal pipe investigation of the existing supply mains, branch lines, and valving. Corrosion samples will be lab tested.
- After the visual investigation the existing fire sprinkler system piping will be air pressure tested to inspect for leakage. If the air pressure adequately holds, a water pressure test will be performed.
- Included is air compressor rental and off hour work time. It will be very likely this work will need to be scheduled at night if this work is performed during summer months.

BUDGET #2 – COST ALLOWANCE: REPLACE UP TO 500 FEET OF SPRINKLER MAIN PIPING **\$44,500.00**

- It is very likely that the majority of the existing leaks are located on the supply main piping. A majority of this piping will likely need to be replaced. Included in this cost allowance is replacing up to five hundred feet of sprinkler main. Not all of this piping will likely need replacing. The branch line piping is assumed to remain.
- Also included in this allowance is replacing the existing riser assembly. This may not be necessary.
- The existing sprinkler piping that is replaced will be removed from the site.
- New low point drains will be installed.

1 | Page

BUDGET #3 – FIRM COST FOR BELOW WORK: REPAIR CODE DEFICIENCIES

..... **\$29,500.00**

This allowance is to cover the costs associated with leak repairs and correcting the existing sprinkler spacing in the rooms that are currently out of code coverage compliance. See list below.

- Relocate/Add up to ten fire sprinklers in the Golf Pro Living Room and Pool Check In area.
- Replace one painted fire sprinkler in the Pool Check In area.
- Relocate/Add up to six fire sprinklers in the Ball Room.
- Relocate/Add sprinklers in the following rooms: 107, 118, 112, 114, 112, Hall by 132, 136, 138. This will be approximately ten sprinklers.
- Replace damaged/painted sprinklers or replace existing with longer sprinklers in the following rooms: 105, 112, 116, 122, 128, 132, 135, 140, 142. This will be approximately seventeen sprinklers.
- Add sprinkler piping and sprinklers in the unprotected patio area outside the Men's Locker Room.
- Add sprinkler piping and sprinklers in the unprotected patio area in front of the Pro Shop
- Replace the existing sprinklers with new in the Pro Shop (Room 136). This will be approximately six sprinklers.

BUDGET #4 – FIRM COST: NITROGEN GENERATING SYSTEM

..... **\$32,500.00**

- This cost is to install a nitrogen generating system for the sprinkler piping. This cost includes other system modifications to allow the nitrogen system conversion.

INCLUDED SITE FIRE MAIN UTILITY WORK:

The existing site underground fire main will remain. No new site underground fire main work is included in this price and scope.

NOT INCLUDED IN THE FIRE SPRINKLER BUDGETS:

Site fire main work
Replacing existing sprinkler heads (except as noted)
Alarm panel / Central station monitoring / Digital dialer
Painting of pipe / Paint preparation of pipe
Prevailing Wage
Seismic protection of the new piping system (Seismic Design Category not provided)
Use of galvanized piping (see below)
Ceiling repairs
Flushing of the piping system (see below)

BUDGETARY UNIT PRICES:

Per day for replacing up to sixty three feet of branch line piping \$1,600.00
Per day for replacing up to sixty three feet of main line piping \$1,800.00
Cost per foot to install galvanized piping instead of black steel piping \$20.00 ft.
Cost to flush system after air pressure test \$10,500.00
Cost to replace approximately thirty dry pendent sprinklers \$8,500.00

The above work will take approximately sixty work days. The work can begin ten work days after a notice to proceed is given.

Thank you for the opportunity of providing these budget numbers. Please contact us if you have any questions.

Sincerely



Steve Schmidt
Central Kentucky Sprinkler, Inc.
859-885-7990



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0933-21

File ID: 0933-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Facilities and Fleet
Management

File Created: 09/14/2021

File Name: Burdine Security Sole Source Provider

Final Action:

Title: Authorization to approve Burdine Security Group as a sole source vendor. Burdine Security Group has installed electronic access systems in the majority of LFUCG owned buildings. They are this area's authorized dealer and service provider for security systems. Budgetary impact is dependent on services requested. (L0933-21) (Baradaran/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo Burdine.pdf, Sole source
certification.pdf, 00738601.DOCX

Enactment Number:

Deed #:

Hearing Date:

Drafter: Teresa Grider

Effective Date:

Related Files:

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 0933-21

Title

Authorization to approve Burdine Security Group as a sole source vendor. Burdine Security Group has installed electronic access systems in the majority of LFUCG owned buildings. They are this area's authorized dealer and service provider for security systems. Budgetary impact is dependent on services requested. (L0933-21) (Baradaran/Ford)

Summary

Authorization to approve Burdine Security Group as a sole source vendor. Burdine Security Group has installed electronic access systems in the majority of LFUCG owned buildings. They are this area's authorized dealer and service provider for security systems. Budgetary impact is dependent on services requested. (L0933-21) (Baradaran/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: NA

Account Number: 1101-707201-0001-76101

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Jamshid Baradaran, Director, Facilities & Fleet Management

DATE: September 14, 2021

SUBJECT: Sole Source Burdine Security Group

Request:

Request Council Authorization to approve Burdine Security Group as a sole source vendor.

Purpose:

Burdine Security Group has installed electronic access systems in the majority of LFUCG owned buildings. They are this area's authorized dealer and service provider for security systems. Other vendors providing this type of maintenance and repair service would have to acquire parts from Burdine.

Budgetary Implication:

The cost for Fiscal Year 2022 is dependent on services provided.

Are the funds budgeted?

Yes. This will be paid from 1101-707201-0001-76101.

File Number: 0933-21

Director/Commissioner: Jamshid Baradaran / Chris Ford





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 David Pugh/Jamshid Baradaran Division/Dept F & FM / Access & Parking

Phone 859-258-3901 Email dpugh@lexingtonky.gov

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

Cost: determined by services requested

Sole Source Request for the Purchase of: service and parts for electronic access systems in
LFUCG owned facilities

☐ 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 Burdine Security Group

Contact Name Will Burdine

Address 1475 Leestown Road, Lexington KY 40511

Phone 859-254-2084 Email will@burdinesecurity.com



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)

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

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

This vendor is the authorized dealer and service provider for electronic/security access systems for this area. Other vendors hired to repair our systems would have to purchase parts from this vendor, likely delaying the completion of repairs

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.).

The use of other vendors has resulted in their contacting Burdine for parts.

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.

Use of this vendor provides a one-stop shop for repairs and maintenance of our systems eliminating any potential price mark-up for parts that another vendor would have to order through Burdine.

RESOLUTION NO. _____-2021

A RESOLUTION ESTABLISHING BURDINE SECURITY GROUP AS A SOLE SOURCE PROVIDER FOR INSTALLING AND PERFORMING REPAIRS ON SECURITY SYSTEMS FOR LFUCG OWNED BUILDINGS, FOR THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, AND AUTHORIZING THE MAYOR OR DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH BURDINE SECURITY GROUP RELATED TO THE PROCUREMENT OF THESE GOODS AND SERVICES.

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

Section 1 - That Burdine Security Group, be and hereby is established as a sole source provider for performing installation and repairs of security systems for the Division of Facilities and Fleet Management, and authorizing the Mayor or designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Burdine Security Group, related to the procurement of these goods and services.

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
933-21 EPT:X:\Cases\GENERAL\21-LE0001\LEG\00738601.DOCX



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0937-21

File ID: 0937-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Social Services

File Created: 09/15/2021

File Name: FCC MOU with FCPS Transportation 21-22 School
Year

Final Action:

Title:

Authorization to execute a Memorandum of Understanding with Fayette County Public Schools for transportation services for the 2021-2022 academic school year with the Family Care Center. This Agreement provides transportation service for enrolled students and their children to and from the Family Care Center. The Agreement covers the 2021-2022 school calendar year, from August 11, 2021 through May 24, 2021 (or as affected by weather), for a total of 177 instructional days. This service Agreement entails a fleet of two school buses with respective drivers and monitors. (L0937-21) (Rodes/Allen-Bryant)

Notes: In office 9/20/2021. MS

Sponsors:

Enactment Date:

Attachments: 0937-21 Bluesheet Memo FCPS MOU 19-20
Transportation, 2021-2022 FCPS Bus MOU Signed

Enactment Number:

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

Related Files:

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 0937-21

Title

Authorization to execute a Memorandum of Understanding with Fayette County Public Schools for transportation services for the 2021-2022 academic school year with the Family Care Center. This Agreement provides transportation service for enrolled students and their children to and from the Family Care Center. The Agreement covers the 2021-2022 school calendar

year, from August 11, 2021 through May 24, 2021 (or as affected by weather), for a total of 177 instructional days. This service Agreement entails a fleet of two school buses with respective drivers and monitors. (L0937-21) (Rodes/Allen-Bryant)

Summary

Authorization to execute a Memorandum of Understanding with Fayette County Public Schools for transportation services for the 2021-2022 academic school year with the Family Care Center. This Agreement provides transportation service for enrolled students and their children to and from the Family Care Center. The Agreement covers the 2021-2022 school calendar year, from August 11, 2021 through May 24, 2021 (or as affected by weather), for a total of 177 instructional days. This service Agreement entails a fleet of two school buses with respective drivers and monitors. (L0937-21) (Rodes/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review: Law: Brittany Smith 7.6.21

Fully Budgeted: Yes

Account Number: 1101-606403-0001-71299

This Fiscal Year Impact: \$91,662.99

Annual Impact: N/A

Project:


Activity:

Budget Reference:

Current Balance: \$96,561



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 16, 2021

SUBJECT: Memorandum of Understanding for Transportation Services
Fayette County Public Schools and Family Care Center's Parent Education Program

Request:

Request Council Authorization for the Mayor to execute a Memorandum of Understanding with Fayette County Public Schools for transportation services for the 2021-2022 academic school year with the Family Care Center.

Why are you requesting?

This Agreement provides transportation service for enrolled students and their children to and from the Family Care Center. The Agreement covers the 2021-2022 school calendar year, from August 11, 2021 through May 24, 2021 (or as affected by weather), for a total of 177 instructional days. This service Agreement entails a fleet of two school buses with respective drivers and monitors.

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

The cost of the agreement for FY22 will be \$517.87 per day, a total of \$91,662.99.

Are the funds budgeted?

Yes, Account 1101-606403-0001-71299.

File Number: 0937-21

Director/Commissioner: Joanna Rodes / Kacy Allen-Bryant



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into the ____ day of _____, 2021 (the "Effective Date") by and between Fayette County Public Schools ("FCPS") and Lexington-Fayette Urban County Government ("LFUCG") (individually, each a "Party" and collectively, the "Parties").

RECITALS

1. FCPS is willing to provide temporary transportation service in the form of two school buses and crews consisting of a driver and monitor to transport enrolled students and their children to and from Family Care Center for the period from August 11, 2021 through May 24, 2022, a period of approximately 177 school days, and to provide buses for field trip purposes under the same conditions and pricing as is provided to schools within the FCPS.
2. LFUCG agrees to reimburse FCPS for the cost of transportation provided by two buses with crews, not to exceed \$517.87 per day for each day service is provided during the period from August 11, 2021 through May 24, 2022 (or as affected by weather), up to 177 days, and the cost of field trip buses under the prevailing conditions and cost as is provided to schools within the FCPS.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS OF FCPS

- 1.1 FCPS shall be responsible for providing school bus transportation service from locations as close to students' homes in Fayette County, as permitted by FCPS policy, to the Family Care Center located at 1135 Harry Sykes Way, Lexington, Kentucky 40504.
- 1.2 FCPS shall invoice LFUCG at the end of each month for reimbursement of costs associated with providing this transportation service not to exceed the rate of \$517.87 for each day service is provided.
- 1.3 FCPS transportation service will consist of the routes and schedules needed to provide service to students and their children enrolled at the Family Care Center.
- 1.4 When school is cancelled or delayed for FCPS students due to inclement weather, the same changes will apply to transportation service for students covered by this agreement.
- 1.5 In the event of student misconduct while riding FCPS buses disciplinary issues will be referred to the Family Care Center staff for resolution and any continuation of misconduct may lead to suspension from riding the bus as a sole decision of FCPS.
- 1.6 FCPS is an independent entity at all times during the performance of the services specified.
- 1.7 FCPS shall procure and maintain for the duration of this MOU the following or equivalent insurance policies at no less than the limits shown below to cover damage to personnel, including students, or property which may arise from or in connection with the performance of the work hereunder by FCPS.

Coverage

Limits

General Liability

\$1 million per occurrence,
\$2 million aggregate

Auto Liability

\$1 million per occurrence

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Excess/Umbrella Liability	\$5 million per occurrence

The policies above shall contain the following conditions:

- a. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- 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 cancelled or non-renewed.
- d. Copies or the certificates reflecting such coverage and any renewal shall be provided to LFUCG upon request. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with the 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.

1.8 FCPS will provide necessary equipment to secure child car seats on buses.

2. OBLIGATIONS OF LFUCG

- 2.1 LFUCG shall be responsible for updating student addresses and the addition or deletion of students being provided transportation under this agreement by providing that information to the Routing Section, Transportation Division, FCPS two business days prior to the effective date of the update.
- 2.2 LFUCG will provide reimbursement of invoices received from FCPS. Payment shall be due to FCPS within 45 days from invoice date.
- 2.3 In the event of student failure to comply with FCPS Student Code of Conduct\Bus Rider Rules, immediate action will be taken by LFUCG to resolve the issue and eliminate the potential for future instances of student misbehavior that could adversely affect the general safety of the operation of the bus as determined by FCPS.
- 2.4 LFUCG will follow the established instructional calendar prepared by FCPS.
- 2.5 LFUCG will provide child car seats for transport of young children.

3. MUTUAL OBLIGATIONS

- 3.1 In the event either party to this Agreement fails to fulfill any of its obligations under this Agreement, the other party may terminate this Agreement without further obligation to the other Party with written notice received within 60 days.
- 3.2 Unless otherwise stated, all Parties shall be responsible for any costs incurred in fulfilling respective obligations under this Agreement.
- 3.3 Both Parties shall exercise good faith in fulfilling obligations.

- 3.4 Each party shall be responsible for its own acts and omissions. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall however, retain the right to take any and all actions they believe necessary to protect their own interests. Nothing contained herein is intended to be, and shall not be, a waiver of any defense, including that of sovereign immunity, to any claim.
- 3.5 The Parties agree that without further action this Agreement may be extended from year to year, to cover the complete period of 141 days, except that the cost of service will be adjusted annually pursuant to the SEEK reimbursement rate from the previous year and such adjustment will be made a part of the agreement as an addendum hereto along with a revised list of students.

4. CHOICE OF LAW AND FORUM

- 4.1 This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its choice of laws or rules. Any action regarding the execution, interpretation, or performance of this Agreement shall be filed in the Circuit Court for Fayette County, Kentucky.

5. MISCELLANEOUS

- 5.1 The terms and conditions of this Agreement shall continue until the end of the service period on May 24, 2022, unless either Party receives written notice for revision and/or cancellation of this Agreement.
- 5.2 This Agreement, constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- 5.3 All notices, requests, waivers and other communications provided in this Agreement shall be in writing, sent by First Class Mail to:

If to FCPS:

Fayette County Public Schools
Attn: Demetrus Liggins, Superintendent
1126 Russell Cave Road
Lexington, KY 40505

If to LFUCG:

Lexington-Fayette Urban County Government
Attn: Chris Ford
Commissioner of Social Services
200 E. Main Street
Lexington, KY 40507

OK KUC 8/19/21
MGT.

(SIGNATURE - FCPS)

9/8/2021
(DATE)

(SIGNATURE - LFUCG)

(DATE)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0946-21

File ID: 0946-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Water Quality

File Created: 09/16/2021

File Name: Sanitary and Storm Sewer Infrastructure Agreement

Final Action:

Title: Authorization for approval of an agreement between the Lexington Housing Authority and LFUCG to mitigate sanitary / storm sewer construction punch list obligations associated with Bluegrass-Aspendale Phases 2 and 3. Approval of the agreement authorizes the Housing Authority to pay Lexington the amount of \$399,000 in exchange for Lexington's acceptance of sanitary / storm infrastructure in its present condition, with an accompanying full release of outstanding letters of credit. (L0946-21) (Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: LHA Blue Sheet Memo _ Law approved.pdf, LHA Agreement.pdf, Bluegrass Aspendale Map.pdf, Bluegrass Aspendale apts phase 2 housing auth (apts).pdf, Bluegrass Aspendale apts phase 2 housing auth 2.pdf, Bluegrass Aspendale apts phase 3 sect 1 housing auth (apts).pdf, Bluegrass Aspendale apts single housing 2020 (1).pdf, Bluegrass Aspendale III Apartments 03172021 update.pdf, Bluegrass Aspendale Infrastructure Ph3 S1 Apts Infrastructure Bridlewood Furlong 03172021 update.pdf, Bluegrass Aspendale Infrastructure Sngl Fmly 03172021 update.pdf, Bluegrass Aspendale Ph 2 Apts 03172021 update.pdf, Bluegrass Aspendale Ph 2 Apts Parcel 2 03172021 update.pdf, Bluegrass Aspendale Ph 2 Apts Parcel 3 03172021 update.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Lisa McFadden

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0946-21

Title

Authorization for approval of an agreement between the Lexington Housing Authority and LFUCG to mitigate sanitary / storm sewer construction punch list obligations associated with Bluegrass-Aspendale Phases 2 and 3. Approval of the agreement authorizes the Housing Authority to pay Lexington the amount of \$399,000 in exchange for Lexington's acceptance of sanitary / storm infrastructure in its present condition, with an accompanying full release of outstanding letters of credit. (L0946-21) (Martin/Albright)

Summary

Authorization for approval of an agreement between the Lexington Housing Authority and LFUCG to mitigate sanitary / storm sewer construction punch list obligations associated with Bluegrass-Aspendale Phases 2 and 3. Approval of the agreement authorizes the Housing Authority to pay Lexington the amount of \$399,000 in exchange for Lexington's acceptance of sanitary / storm infrastructure in its present condition, with an accompanying full release of outstanding letters of credit. (L0946-21) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 9/15/2021

Risk Management: No

Fully Budgeted: N/A

Account Number: [4002-303401-3401-46720](#)

This Fiscal Year Impact: \$399,000 revenue

Annual Impact: \$

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: September 15, 2021

SUBJECT: Sanitary and Storm Sewer Infrastructure Agreement
Lexington Housing Authority
Bluegrass-Aspendale Phases 2 and 3

Request

The purpose of this memorandum is to recommend approval of an agreement between the Lexington Housing Authority and LFUCG to mitigate sanitary / storm sewer construction punch list obligations associated with Bluegrass-Aspendale Phases 2 and 3. Approval of this agreement authorizes the Housing Authority to pay Lexington the amount of \$399,000 in exchange for Lexington's acceptance of sanitary / storm infrastructure in its present condition, with an accompanying full release of outstanding letters of credit.

Purpose of Request

Punch list obligations associated with the construction of Bluegrass-Aspendale Phases 2 and 3 have been in effect since the 2008-2011 timeframe. Since that time, the area has fully redeveloped with new homes being serviced by the constructed infrastructure. In February 2021, the Housing Authority and Division of Water Quality engaged in several discussions regarding how to satisfy the outstanding punch list obligations. After several months, it was mutually agreed that since the existing system is operating at a level consistent with standards elsewhere in the system, excavation of the Bluegrass-Aspendale system at this time is not in the best interests of the impacted customers. In order to provide for completion of the remaining infrastructure work, both parties mutually agreed that a cash payment to LFUCG to offset future infrastructure life cycle costs was in the best interest of rate payers.

Project Cost in FY22 and in Future Budget Years

Revenue generating agreement.

Are Funds Budgeted - NA

Martin/Albright



AGREEMENT

This Agreement, made the ___ day of _____, 2021 by and between the Lexington-Fayette Urban County Housing Authority (“Housing Authority”), whose address is 300 W. New Circle Road, Lexington, Kentucky, 40505, and the Lexington-Fayette Urban County Government (“LFUCG”), whose address is 200 East Main Street, Lexington, Kentucky, 40507.

RECITALS

WHEREAS, the Housing Authority redeveloped the Bluegrass-Aspendale Housing Development in Lexington, Kentucky in 2005 into a number of single family residential units and multi-family dwellings (Phases II and III) (“Development”); and

WHEREAS, the construction and dedication of public infrastructure (including, but not limited to, sanitary sewers, storm sewers, and storm water infrastructure) in connection with new development and redevelopment is required to comply with the Land Subdivision Regulations for Lexington-Fayette Urban County, Kentucky; the Zoning Ordinance of Lexington-Fayette County, Kentucky; the LFUCG Engineering Manuals; and LFUCG Standard Drawings (collectively, “LFUCG regulations”); and

WHEREAS, in accordance with LFUCG regulations, a developer is required to post a combination performance and warranty surety to ensure the completion of public infrastructure, as indicated by a punch list describing the work necessary for completion of the public infrastructure; and

WHEREAS, a developer may request final release of performance and warranty surety when LFUCG determines that public infrastructure has been constructed in fulfillment of the requirements of the LFUCG regulations; and

WHEREAS, LFUCG retains the right to call the surety and apply the surety to the cost of completing public infrastructure if the public infrastructure is not constructed in accordance with LFUCG regulations; and

WHEREAS, if a surety is called by LFUCG or forfeited by a developer, the developer is prohibited from submitting surety to LFUCG for a period of three (3) years from call or forfeiture of the surety; and

WHEREAS, with regard to the Development, the Housing Authority constructed public infrastructure, including but not limited to sanitary and storm sewer systems to be dedicated to LFUCG upon completion; and

WHEREAS, certain of the public infrastructure constructed by the Housing Authority requires remediation, for which a punch list has been prepared, a copy of which is attached hereto as Exhibit A; and

WHEREAS, in accordance with LFUCG regulations, cash and letters of credit in favor of the LFUCG were posted by the Housing Authority, as reflected on Exhibit B attached hereto; and

WHEREAS, the remediation work described in the punch list (Exhibit A) has not yet been performed; and

WHEREAS, public bids to complete the remediation items on Exhibit A were received by the Housing Authority on May 10, 2021 with the low bid being \$399,000.00 (“Bid Price”); and

WHEREAS, discussions have arisen between the Housing Authority and LFUCG as to the manner and timing of completion of the public infrastructure; and

WHEREAS, both the Housing Authority and LFUCG desire to provide for the completion of the public infrastructure as required by LFUCG regulations; and

WHEREAS, the Housing Authority and LFUCG acknowledge and agree that, upon consideration of the current value of the surety and the current condition of the public infrastructure, an agreement for completion of the public infrastructure is a more favorable outcome for both parties than the Housing Authority completing the remaining punch list items or LFUCG resorting to the surety; and

WHEREAS, the remaining work consists of sanitary sewer, storm sewer, and other miscellaneous items of such kind and character that LFUCG is willing to assume responsibility for the manner and timing of completion of the public infrastructure, as it may determine to be appropriate, now or in the future, provided that the Bid Price is paid to LFUCG; and

WHEREAS, in order to resolve the outstanding punch lists, the Housing Authority and LFUCG are willing to agree that, in lieu of the Housing Authority completing the remaining punch list items or LFUCG resorting to the surety, the Housing Authority shall pay to LFUCG the Bid Price of \$399,000.00, and, in exchange, LFUCG shall accept the dedication of all public infrastructure in its current condition and assume responsibility for any remaining work, as it may so determine to be appropriate, now or in the future, in the same manner and to the same extent as if the surety had been called or forfeited, as authorized by LFUCG regulations, and shall release the remaining surety reflected on Exhibit B to the Housing Authority.

NOW THEREFORE, for good and valuable consideration set forth herein, IT IS HEREBY AGREED by and between the parties as follows:

1. The Housing Authority shall pay to LFUCG the Bid Price of \$399,000.00, representing the cost of the remaining punch list work for the Development. Such sum shall be held by LFUCG in escrow until such time as the remaining surety has been released, as set forth in this Agreement.

2. In exchange for payment, LFUCG shall return and release the remaining cash and letters of credit as set forth in Exhibit B to the Housing Authority in full recognition of the satisfaction of the remediation of the punch list by and through the provision made for the completion of public infrastructure in this Agreement.

3. By execution of this Agreement, LFUCG shall accept all of the public infrastructure in its current condition and will assume responsibility for whatever remediation and repairs may be necessary now or in the future, as it may so determine to be appropriate, in the same manner and to the same extent as if the surety had been called or forfeited, as authorized by LFUCG regulations.

4. Upon the execution of this agreement and payment of the Bid Price of \$399,000.00 by the Housing Authority to LFUCG, the Housing Authority shall request in writing a final release of the remaining surety, as required by LFUCG regulations, in reliance upon the provision made by this Agreement for completion of the public infrastructure.

5. Upon receipt of the written request for final release of the surety, LFUCG's Division of Engineering shall recognize that provision has been made for completion of public infrastructure by this Agreement in conformity with LFUCG regulations, and the Urban County Engineer shall, in writing, notify the Planning Commission to release the surety, in accordance with LFUCG regulations.

6. Nothing herein shall be construed as a forfeiture of the surety by the Housing Authority or a call of the surety by LFUCG.

7. This Agreement represents a settlement between the parties hereto and is made voluntarily and by mutual agreement in fulfillment of the purposes of LFUCG regulations for construction of public infrastructure, in order to ensure proper completion of public infrastructure and to avoid resort to the surety. Nothing herein is intended to operate nor shall it be construed to operate as a waiver of LFUCG regulations now or in the future, specifically including but not limited to the Land Subdivision Regulations for Lexington-Fayette Urban County, Kentucky or the LFUCG Engineering Manuals.

8. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement of the parties concerning the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements and understandings of the parties with respect to the subject matter hereof.

b. Binding Effect. This Agreement shall be binding upon and enforceable by the Housing Authority, LFUCG, and their respective estates, personal representatives, heirs, successors and assigns.

c. No Third Party Rights. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other

than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement. Nothing expressed herein shall be construed or deemed to modify, supersede, or in any way alter or amend LFUCG regulations related to new development or redevelopment projects, the construction of public infrastructure, the requirement of surety, or LFUCG's rights relating thereto.

d. Amendment. This Agreement may not be modified except by a written document signed by the party or parties to be charged.

e. Governing Law. The laws of the Commonwealth of Kentucky shall govern the interpretation and enforcement of this Agreement, regardless of the conflict of law principals applied by Kentucky or any other jurisdiction.

f. Notices. Any notices to be given under this Agreement shall be deemed to have been validly and effectively given when delivered to the receiving parties by email, fax, certified, or registered U.S. mail or overnight courier at the addresses below their signatures to this Agreement, or to such other address as a party may designate in a written notice hereunder.

g. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which is an original but all of which together shall constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged. Facsimile or electronic (PDF) signatures on this Agreement shall have the same validity as an original hand signed instrument.

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**LEXINGTON-FAYETTE URBAN COUNTY
HOUSING AUTHORITY**

BY: 
Austin Simms, Executive Director

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____
Linda Gorton, Mayor



PLAT: Bluegrass Aspendale Phase 2 (Housing Auth - Apts)
 PRINCIPAL: LFUCG Housing Authority
 NAME: Austin Sims
 TYPE OF SURETY: CK DATE PLATTED: 3/1/2006
 ORIGINAL AMOUNT: \$18,814.00 CURRENT AMOUNT: \$5,968.00
 ESTIMATED 3-YR SAN INSPECTION DATE: 10/4/2008

Bluegrass Aspendale, Phse 2 (Housing Auth-Apts) [6th St Extension
 for Town Homes]
 CK in Lieu of LOC \$18,814.00

Contact Sean Cooper (coopers@lexha.org)

No individual item breakdown of surety from Sherman Carter
 Barnhart Engineering. Project already completed at time of surety.

Summary:	
Stormwater	\$ 8,042.00
Sanitary Sewers	\$ 4,973.00
Roadway	\$ 2,663.00

Subtotal	\$15,679.00
20% Contingency	\$ 3,136.00

Total Surety	\$18,814.00

12/13/2006

Per Barry Brock

Summary:	
Sanitary Sewers	\$ 4,973.00
Roadway	\$ 2,663.00

Subtotal	\$ 7,636.00
20% Contingency	\$ 1,527.00

Total Surety	\$ 9,163.00

2/21/2007

Per Barry Brock

Summary:	
Sanitary Sewers	\$ 4,973.00

Subtotal	\$ 4,973.00
20% Contingency	\$ 995.00

Total Surety	\$ 5,968.00

3/20/2007

A check for \$12,846.00 was mailed to the Lexington Home Ownership
 Commissioner, Inc as a partial refund for the acceptance by LFUCG
 for the Storm Sewer and Roadway work. The remaining \$5,968.00
 will be held until the 3-yr sanitary sewer inspection in March
 2009, is checked and possibly accepted. Any repairs found must be
 completed before the remaining money can be released.

1/14/2008

Per Barry Brock

Check amount may be refunded when the Sanitary Sewer gets its 3-YR
 Inspection and any repairs are made and accepted by Sanitary
 Sewers.

12/18/2008
Per Carol Schoaff
Sanitary Failed 3-yr Insp on 12/18/2008

1/6/2010
Per Donna Byrum
Renew for \$5,968.00 -- Sanitary repairs have not been completed by the Developer and accepted by the Division of Water Quality.

1/10/2011
Per Donna Byrum
Renew for \$5,968.00 -- Sanitary repairs have not been completed by the Developer and accepted by the Division of Water Quality.

8/10/2011
Per Debbie Barnett
Sanitary sewer failed its 3-yr inspection

2/8/2011
Per Barnard Menshouse
Renew for \$5,968.00 -- Sanitary repairs have not been completed by the Developer and accepted by the Division of Water Quality.

2/12/2013
Per Lee Rice
Renew for \$5,968.00 -- Sanitary repairs have not been completed by the Developer and accepted by the Division of Water Quality.

3/11/14
Renew in full per Lee Rice

1/27/15
Renew in full per Lee Rice.

3/1/16
Inspector has not submitted updated punch list. No refund until punch list items are completed.

2/17/17
RIF per Lee Rice.

2/27/18
Inspector has not submitted updated punch list. No refund until punch list items are completed.

Surety is older than 4 years old however, no quantities have been provided so recalculation of surety based on current unit price contract is not possible.

2/26/19
Inspector has not submitted updated punch list. No refund until punch list items are completed.

2/26/20
Inspector has not submitted updated punch list. No refund until punch list items are completed.

1/26/21
Inspector has not submitted updated punch list. No refund until punch list items are completed.

6/12/2008
Per Barry Brock
Sanitary Sewer:

98. Manhole 4' Dia	5EA	\$	2,397.53/EA	\$	11,987.65
89. 8" PVC	293LF	\$	34.64/LF	\$	10,149.52
94. 8" DIP	391LF	\$	45.06/LF	\$	17,618.46

Subtotal	\$ 39,756.00
10% Surety	\$ 3,975.60

Roadway:				
131.Surface 1 1/2"	140TN	\$	59.28/TN	\$ 8,299.20
131.Base 3"	254TN	\$	63.60/TN	\$ 16,154.40
19. DGA 9"	838TN	\$	18.64/TN	\$ 15,620.32
20.Stone #2, 8"	432TN	\$	18.30/TN	\$ 7,905.60

Subtotal				\$ 47,980.00
10% Surety				\$ 4,798.00

Summary:		
Sanitary Sewer		\$ 3,975.60
Roadway		\$ 4,798.00

Subtotal		\$ 8,773.60
20% Contingency		\$ 1,754.72

Total Surety		\$ 10,528.00

12/18/2008
Per Carol Schoaff
Sanitary Failed 3-yr Insp on 12/18/2008

6/25/2009				
Per Barry Brock				
Sanitary Sewer:				
98. Manhole 4' Dia	5EA	\$	2,397.53/EA	\$ 11,987.65
89. 8" PVC	293LF	\$	34.64/LF	\$ 10,149.52
94. 8" DIP	391LF	\$	45.06/LF	\$ 17,618.46

Subtotal				\$ 39,756.00
10% Surety				\$ 3,975.60

Summary:		
Sanitary Sewer		\$ 3,975.60

Subtotal		\$ 3,975.60
20% Contingency		\$ 1,754.72

Total Surety		\$ 5,730.00

12/18/2008
Per Carol Schoaff
Sanitary Failed 3-yr Insp on 12/18/2008

6/1/2010
Per Donna Byrum
Renew for \$5,730.00 --- Sanitary Repairs are not completed

6/17/2010
Refund \$4,798.00 for the release of the roadway (should have been refunded 6/25/2009). Still holding \$5,730.00 for sanitary repairs.

4/4/2011
Per Donna Byrum
Renew for \$5,730.00 -- Sanitary Repairs are not completed

8/10/2011
Per Debbie Barnett
Sanitary sewer failed its 3-yr inspection

5/2/2012
Per Lee Rice
Renew for \$5,730.00 -- Sanitary Repairs are not completed

7/28/13
Renew in full per Lee Rice (\$5,730.00)

6/25/14
Renew in full per Lee Rice.

6/18/15
Renew in full per Lee Rice (\$5,730.00).

6/16/16
Renew in full per Lee Rice (\$5,730.00).

6/9/17
Surety is older than 4 years. Surety recalculated based on current unit price contract. Next recalculation scheduled for 2021.

Sanitary Sewer:			
98. Manhole 4' Dia	5EA	\$ 2,600.00/EA	\$ 13,000.00
89. 8" PVC	293LF	\$ 39.00/LF	\$ 11,427.00
94. 8" DIP	391LF	\$ 59.00/LF	\$ 23,069.00

	Subtotal		\$ 47,496.00
	10% Surety		\$ 4,749.60

Summary:		
Sanitary Sewer		\$ 4,749.60
	20% Contingency	\$ 949.92

	Total Surety	\$ 5,700.00

RIF per Lee Rice. Surety decrease negligible.

6/27/18
Inspector has not submitted updated punch list. No refund authorized at this time.

6/25/19
Inspector has not submitted updated punch list. No refund authorized at this time.

6/28/20
Inspector has not submitted updated punch list. No refund authorized at this time. Next recalculation scheduled for 2021.

PLAT: Bluegrass Aspendale Phase 3 Sect 1 (Housing Auth - Apts)

PRINCIPAL: Lexington-Fayette Urban County Housing Authority

NAME: Barry Holmes

TYPE OF SURETY: LC DATE PLATTED: 8/4/2008

ORIGINAL AMOUNT: \$11,345.00 CURRENT AMOUNT: \$11,345.00

ESTIMATED 3-YR SAN INSPECTION DATE: 2/9/2011

Bluegrass Aspendale, Phase 3, Sect 1 (Apts)
(Phase 3, 3-2, 3-3 Multi-Family -- [Sect 1 - Townhomes])

SCL015059 (Bank name change from National City Bank to PNC Bank,
National Association #12500915-00-000)

Contact Sean Cooper (coopers@lexha.org)

Sanitary Sewer:

86. PVC 6" (lateral 10'+)	1,704LF	\$ 20.91/LF	\$ 35,634.82
89. PVC 8"	1,216LF	\$ 34.64/LF	\$ 42,122.24
98. Manhole 4' Dia.	7EA	\$ 2,397.53/EA	\$ 16,782.71

	Subtotal		\$ 94,539.77

	10% Surety		\$ 9,453.98
	20% Contingency		\$ 1,890.80

	Total Surety		\$ 11,345.00

6/19/2009

This sanitary is not due for its 3-yr inspection.

6/11/2010

Per Lee Rice

This sanitary is not due for its 3-yr inspection at the earliest
of January 15, 2011.

7/6/2011

Per Lee Rice

Renew for \$11,345.00 -- DWQ has not completed its 3-yr inspection

8/10/2011

Per Debbie Barnett

Sanitary sewer failed its 3-yr inspection

9/26/2011

Per Craig Prater

Sanitary failed its 3-yr inspection for tract 2, Apts at 525
Mustang Crossing

7/23/13

Renew in Full - Per Lee Rice

7/10/14

Renew in full per Lee Rice.

4/21/15

Received automatic renewal in the mail (renewed until 8/4/16). Re-
inspection still scheduled for Aug 2015.

7/15/15

Renew if full per Lee Rice.

5/3/16

Received automatic renewal in mail. Renewed until 8/4/17.

5/16/17

Surety is older than 4 years. Surety recalculated based on current unit price contract. Next recalculation scheduled for 2021.

Sanitary Sewer:

86. PVC 6" (lateral 10'+)	1,704LF	\$ 24.00/LF	\$ 40,896.00
89. PVC 8"	1,216LF	\$ 39.00/LF	\$ 47,424.00
98. Manhole 4' Dia.	7EA	\$ 2,600.00/EA	\$ 18,200.00

	Subtotal		\$106,520.00

	10% Surety		\$ 10,652.00
	20% Contingency		\$ 2,130.00

	Total Surety		\$ 12,782.00

Automatic renewal received in mail. Automatic renewal amount is for \$11,345.00.

5/22/18

Automatic renewal received in mail. Automatic renewal amount is for \$11,345.00.

5/7/19

Automatic renewal received in mail. Automatic renewal amount is for \$11,345.00.

2/25/20

Automatic renewal received in mail. Automatic renewal amount is for \$11,345.00. Waiting on sanitary release from DWQ.

PLAT: Bluegrass Aspendale (Single Housing)

PRINCIPAL: Lexington Housing Authority

NAME: Barry Holmes

TYPE OF SURETY: LC DATE PLATTED: 5/2/2008

ORIGINAL AMOUNT: \$611,484.00 CURRENT AMOUNT: \$208,323.00

ESTIMATED 3-YR SAN INSPECTION DATE: 1/15/2011

Bluegrass Aspendale, Infrastructure (Single family housing)
Phase 3-Sect 1,Sect 5,4A,4B,4C,4D
L/C # SCL014803 (Bank name change from National City Bank to PNC
Bank, National Association, #12500914-00-000)

Contact Sean Cooper (coopers@lexha.org)

Miscellaneous (uncompleted work):

1. Final Pavement 1"	31,290SY	\$ 4.00/SY	\$125,160.00
2. Crosswalks @ Intersect.	1,143SY	\$ 15.00/SY	\$ 17,145.00
3. Seed & Mulch	13AC	\$ 1,500.00/AC	\$ 19,500.00
4. Sidewalks @ entrance Aprons to BGA 3	36SY	\$ 30.00/SY	\$ 1,080.00
5. R&R Sidewalks	333SY	\$ 55.00/SY	\$ 18,315.00
6. Handicap Ramps	4EA	\$ 175.00/EA	\$ 700.00
8. Clean Storm Sewers	9,623LF	\$ 1.50/LF	\$ 14,434.50
13. Remove Erosion & Sediment Control	13AC	\$ 500.00/AC	\$ 6,500.00
14. Sidewalks around BGA Phase 3	1,222SY	\$ 30.00/SY	\$ 36,660.00
	Subtotal		\$239,494.50

Storm Sewer:

17. Surface Inlet Type 'B'	11EA	\$ 2,216.53/EA	\$ 24,381.83
18. Curb Box Inlet Type 'A'	59EA	\$ 2,841.26/EA	\$167,634.34
19. Curb Box Inlet Type 'B'	23EA	\$ 2,925.00/EA	\$ 67,275.00
21. Curb Box Inlet Type 'D'	1EA	\$ 2,385.71/EA	\$ 2,385.71
22. Manhole 4' Dia.	14EA	\$ 2,184.00/EA	\$ 30,576.00
25. RCP 15"	4,377LF	\$ 38.51/LF	\$168,558.27
26. RCP 18"	1,243LF	\$ 42.04/LF	\$ 52,255.72
27. RCP 24"	1,117LF	\$ 53.14/LF	\$ 59,357.38
28. RCP 30"	1,217LF	\$ 61.83/LF	\$ 75,247.11
29. RCP 36"	1,178LF	\$ 75.38/LF	\$ 88,797.64
30. RCP 42"	137LF	\$ 93.48/LF	\$ 12,806.76
31. RCP 24"x38"	441LF	\$ 75.38/LF	\$ 33,242.58
32. RCP 29"x45"	373LF	\$ 111.35/LF	\$ 41,533.55
33. Sloped Headwall 15"	4EA	\$ 2,098.57/EA	\$ 8,394.28
35. Sloped Headwall 24"	1EA	\$ 2,955.71/EA	\$ 2,955.71
36. Sloped Headwall 30"	2EA	\$ 3,928.33/EA	\$ 7,856.66
37. Sloped Headwall 36"	1EA	\$ 4,582.57/EA	\$ 4,582.57
38. Sloped Headwall 42"	1EA	\$ 3,936.92/EA	\$ 3,936.92
39. Riser Structure	2EA	\$ 4,300.00/EA	\$ 8,600.00
	Subtotal		\$860,378.03
	10% Surety		\$ 86,037.80

Sanitary Sewer:

40. PVC 6" (lateral 10'+)	863LF	\$ 20.91/LF	\$ 18,045.33
41. PVC 8"	10,000LF	\$ 34.64/LF	\$346,400.00
46. DIP 8"	525LF	\$ 45.06/LF	\$ 23,656.50
48. Manhole 4' Dia.	59EA	\$ 2,397.53/EA	\$141,454.27
	Subtotal		\$529,556.10
	10% Surety		\$ 52,955.61

Roadway:

51. Local Roadway (9" DGA + 3" Binder)	31,290SY	\$	19.72/SY	\$617,038.80
53. Curb & Gutter Type '1'	19,500LF	\$	19.10/LF	\$372,450.00
54. Sidewalks	10,711SY	\$	30.00/SY	\$321,330.00

	Subtotal			\$1,310,818.00
	10% Surety			\$ 131,081.80

Summary:

Miscellaneous (uncompleted work)				\$239,494.50
Storm Sewer				\$ 86,037.80
Sanitary Sewer				\$ 52,955.61
Roadway				\$131,081.80

	Subtotal			\$509,569.71
	20% Contingency			\$101,913.94

	Total Surety			\$611,484.00

4/21/2009

Per Lee Rice

Renew for \$611,484.00 -- Additional Work is not Completed

3/3/2011

Per Lee Rice

Miscellaneous (uncompleted work):

1. Final Pavement 1"	31,290SY	\$	4.00/SY	\$125,160.00
3. Seed & Mulch	9AC	\$	1,500.00/AC	\$ 13,500.00
6. Handicap Ramps	1EA	\$	175.00/EA	\$ 175.00
8. Clean Storm Sewers	9,623LF	\$	1.50/LF	\$ 14,434.50
13. Remove Erosion & Sediment Control	13AC	\$	500.00/AC	\$ 6,500.00

	Subtotal			\$159,769.50

Storm Sewer:

17. Surface Inlet Type 'B'	11EA	\$	2,216.53/EA	\$ 24,381.83
18. Curb Box Inlet Type 'A'	59EA	\$	2,841.26/EA	\$167,634.34
19. Curb Box Inlet Type 'B'	23EA	\$	2,925.00/EA	\$ 67,275.00
21. Curb Box Inlet Type 'D'	1EA	\$	2,385.71/EA	\$ 2,385.71
22. Manhole 4' Dia.	14EA	\$	2,184.00/EA	\$ 30,576.00
25. RCP 15"	4,377LF	\$	38.51/LF	\$168,558.27
26. RCP 18"	1,243LF	\$	42.04/LF	\$ 52,255.72
27. RCP 24"	1,117LF	\$	53.14/LF	\$ 59,357.38
28. RCP 30"	1,217LF	\$	61.83/LF	\$ 75,247.11
29. RCP 36"	1,178LF	\$	75.38/LF	\$ 88,797.64
30. RCP 42"	137LF	\$	93.48/LF	\$ 12,806.76
31. RCP 24"x38"	441LF	\$	75.38/LF	\$ 33,242.58
32. RCP 29"x45"	373LF	\$	111.35/LF	\$ 41,533.55
33. Sloped Headwall 15"	4EA	\$	2,098.57/EA	\$ 8,394.28
35. Sloped Headwall 24"	1EA	\$	2,955.71/EA	\$ 2,955.71
36. Sloped Headwall 30"	2EA	\$	3,928.33/EA	\$ 7,856.66
37. Sloped Headwall 36"	1EA	\$	4,582.57/EA	\$ 4,582.57
38. Sloped Headwall 42"	1EA	\$	3,936.92/EA	\$ 3,936.92
39. Riser Structure	2EA	\$	4,300.00/EA	\$ 8,600.00

	Subtotal			\$860,378.03
	10% Surety			\$ 86,037.80

Sanitary Sewer:

40. PVC 6" (lateral 10'+)	863LF	\$	20.91/LF	\$ 18,045.33
41. PVC 8"	10,000LF	\$	34.64/LF	\$346,400.00
46. DIP 8"	525LF	\$	45.06/LF	\$ 23,656.50
48. Manhole 4' Dia.	59EA	\$	2,397.53/EA	\$141,454.27

	Subtotal			\$529,556.10
	10% Surety			\$ 52,955.61

Roadway:

51. Local Roadway (9" DGA + 3" Binder)	31,290SY	\$	19.72/SY	\$617,038.80
53. Curb & Gutter Type '1'	19,500LF	\$	19.10/LF	\$372,450.00
54. Sidewalks	10,711SY	\$	30.00/SY	\$321,330.00

	Subtotal			\$1,310,818.00
	10% Surety			\$ 131,081.80

Summary:

Miscellaneous (uncompleted work)				\$159,769.50
Storm Sewer				\$ 86,037.80
Sanitary Sewer				\$ 52,955.61
Roadway				\$131,081.80

	Subtotal			\$429,844.71
	20% Contingency			\$ 85,968.94

	Total Surety			\$515,814.00

6/28/2011

Per Debbie Barnett

The 3-year sanitary Inspection failed.

8/10/2011

Per Debbie Barnett

Sanitary sewer failed its 3-yr inspection

2/25/2013

Per Lee Rice

Renew for \$515,814.00 -- Additional work is not completed

4/16/14

Inspector has not submitted updated punch list. Taken to the bank to renew in full.

3/18/15

Per Lee Rice

Miscellaneous (uncompleted work):

3. Seed & Mulch	9AC	\$	1,500.00/AC	\$ 13,500.00
6. Handicap Ramps	1EA	\$	175.00/EA	\$ 175.00
8. Clean Storm Sewers	9,623LF	\$	1.50/LF	\$ 14,434.50
13. Remove Erosion & Sediment Control	13AC	\$	500.00/AC	\$ 6,500.00

	Subtotal			\$ 34,609.50

Storm Sewer:

17. Surface Inlet Type 'B'	11EA	\$	2,216.53/EA	\$ 24,381.83
18. Curb Box Inlet Type 'A'	59EA	\$	2,841.26/EA	\$167,634.34
19. Curb Box Inlet Type 'B'	23EA	\$	2,925.00/EA	\$ 67,275.00
21. Curb Box Inlet Type 'D'	1EA	\$	2,385.71/EA	\$ 2,385.71
22. Manhole 4' Dia.	14EA	\$	2,184.00/EA	\$ 30,576.00
25. RCP 15"	4,377LF	\$	38.51/LF	\$168,558.27
26. RCP 18"	1,243LF	\$	42.04/LF	\$ 52,255.72
27. RCP 24"	1,117LF	\$	53.14/LF	\$ 59,357.38
28. RCP 30"	1,217LF	\$	61.83/LF	\$ 75,247.11
29. RCP 36"	1,178LF	\$	75.38/LF	\$ 88,797.64
30. RCP 42"	137LF	\$	93.48/LF	\$ 12,806.76
31. RCP 24"x38"	441LF	\$	75.38/LF	\$ 33,242.58
32. RCP 29"x45"	373LF	\$	111.35/LF	\$ 41,533.55
33. Sloped Headwall 15"	4EA	\$	2,098.57/EA	\$ 8,394.28
35. Sloped Headwall 24"	1EA	\$	2,955.71/EA	\$ 2,955.71
36. Sloped Headwall 30"	2EA	\$	3,928.33/EA	\$ 7,856.66
37. Sloped Headwall 36"	1EA	\$	4,582.57/EA	\$ 4,582.57
38. Sloped Headwall 42"	1EA	\$	3,936.92/EA	\$ 3,936.92
39. Riser Structure	2EA	\$	4,300.00/EA	\$ 8,600.00

	Subtotal			\$860,378.03

10% Surety \$ 86,037.80

Sanitary Sewer:

40. PVC 6" (lateral 10'+)	863LF	\$ 20.91/LF	\$ 18,045.33
41. PVC 8"	10,000LF	\$ 34.64/LF	\$346,400.00
46. DIP 8"	525LF	\$ 45.06/LF	\$ 23,656.50
48. Manhole 4' Dia.	59EA	\$ 2,397.53/EA	\$141,454.27

Subtotal	\$529,556.10
10% Surety	\$ 52,955.61

Summary:

Miscellaneous (uncompleted work)	\$ 34,609.50
Storm Sewer	\$ 86,037.80
Sanitary Sewer	\$ 52,955.61

Subtotal	\$173,602.91
20% Contingency	\$ 34,720.58
Total Surety	\$208,323.00

Sent PNC Bank an email notifying them of reduced surety.

5/1/15

Automatic renewal received (renewal was for previous amount \$515,814.00).

4/4/16

Sent renewal request via email to PNC Bank (renew for \$208,323.00).

4/3/17

Per Lee Rice

Surety is older than 4 years. Surety amount recalculated based on current unit price contract.

Miscellaneous (uncompleted work):

3. Seed & Mulch	1AC	\$ 1,750.00/AC	\$ 1,750.00
6. Handicap Ramps	1EA	\$ 700.00/EA	\$ 700.00
8. Clean Storm Sewers	9,623LF	\$ 2.00/LF	\$ 19,246.00
13. Remove Erosion & Sediment Control	1AC	\$ 1,000.00/AC	\$ 1,000.00

Subtotal	\$ 22,696.00
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Storm Sewer:

17. Surface Inlet Type 'B'	11EA	\$ 2,444.00/EA	\$ 26,884.00
18. Curb Box Inlet Type 'A'	59EA	\$ 3,430.00/EA	\$202,370.00
19. Curb Box Inlet Type 'B'	23EA	\$ 3,531.00/EA	\$ 81,213.00
21. Curb Box Inlet Type 'D'	1EA	\$ 3,004.00/EA	\$ 3,004.00
22. Manhole 4' Dia.	14EA	\$ 2,468.00/EA	\$ 34,552.00
25. RCP 15"	4,377LF	\$ 44.00/LF	\$192,588.00
26. RCP 18"	1,243LF	\$ 50.00/LF	\$ 62,150.00
27. RCP 24"	1,117LF	\$ 59.00/LF	\$ 65,903.00
28. RCP 30"	1,217LF	\$ 74.00/LF	\$ 90,058.00
29. RCP 36"	1,178LF	\$ 92.00/LF	\$108,376.00
30. RCP 42"	137LF	\$ 123.00/LF	\$ 16,851.00
31. RCP 24"x38"	441LF	\$ 75.38/LF	\$ 33,242.58
32. RCP 29"x45"	373LF	\$ 111.35/LF	\$ 41,533.55
33. Sloped Headwall 15"	4EA	\$ 2,344.00/EA	\$ 9,376.00
35. Sloped Headwall 24"	1EA	\$ 2,867.00/EA	\$ 2,867.00
36. Sloped Headwall 30"	2EA	\$ 3,880.00/EA	\$ 7,760.00
37. Sloped Headwall 36"	1EA	\$ 4,232.00/EA	\$ 4,232.00
38. Sloped Headwall 42"	1EA	\$ 3,936.92/EA	\$ 3,936.92
39. Riser Structure	2EA	\$ 4,300.00/EA	\$ 8,600.00

	Subtotal		\$995,497.05
	10% Surety		\$ 99,549.70
Sanitary Sewer:			
40. PVC 6" (lateral 10'+)	863LF	\$ 24.00/LF	\$ 20,712.00
41. PVC 8"	10,000LF	\$ 39.00/LF	\$390,000.00
46. DIP 8"	525LF	\$ 59.00/LF	\$ 30,975.00
48. Manhole 4' Dia.	59EA	\$ 2,600.00/EA	\$153,400.00

	Subtotal		\$595,087.00
	10% Surety		\$ 59,508.70
Summary:			
Miscellaneous (uncompleted work)			\$ 22,696.00
Storm Sewer			\$ 99,549.70
Sanitary Sewer			\$ 59,508.70

	Subtotal		\$181,754.40
	20% Contingency		\$ 36,350.90

	Total Surety		\$218,105.00

Lex Housing Authority and PNC Bank notified of surety amount this date. Renewal request emailed to PNC Bank this date.



Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Gray
Mayor

Cheryl Taylor
Commissioner

To: Hillard Newman, P.E., Engineering Section Manager, Division of Engineering
Wallace Rice, Engineering Technician Principal, Division of Engineering
Ron St.Clair, Engineering Bonds Officer, Division of Engineering

From: Craig Prater, Engineering Technician Principal, WWC&CS, Division of Water Quality

Cc: Rodney Chervus, P.E., WWC&CS Manager, Division of Water Quality

Date: September 26, 2011
REVIEW DATE: MARCH 17, 2021

RE: New Development 3 Year Re-Inspect
Subdivision: Bluegrass Aspendale
Unit/Phase: Unit 3 Apartments

The Division of Water Quality (DWQ) has completed the 3 year warranty review of the submittals for the project referenced above. We are providing the following list of items, for sanitary sewer systems only, to be completed or corrected prior to Final Inspection. We request that you include these with comments from the Division of Engineering.

Material Reviewed: CCTV performed by LFUCG

Manhole C-3 (TB3_975)

- ❖ The manhole is buried. Please raise to grade and have the engineer of record witness the vacuum test.

Manhole B-5 (TB3_970)

- ❖ The manhole is buried. Please raise to grade and have the engineer of record witness the vacuum test.

Manhole B-3 (TB3_972)

- ❖ The manhole is off center. Please recenter and seal the manhole. The engineer of record will have to witness the vacuum test.

Manhole B-1 (TB3_895A)

- ❖ The manhole is off center. Please recenter and seal the manhole. The engineer of record will have to witness the vacuum test.

NO WORK COMPLETED BY LFUCG, DEVELOPER RESPONSIBILITY TO FIELD VERIFY EXISTING CONDITIONS AND CORRECT AS NEEDED.



Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Gray
Mayor

Dowell Hoskins-Squier
Commissioner

To: Hillard Newman, P.E., Engineering Section Manager, Division of Engineering
Wallace Rice, Engineering Technician Principal, Division of Engineering
Ron St.Clair, Engineering Bonds Officer, Division of Engineering

From: Chris Begley, Engineering Technician Senior, WWC&CS, Division of Water Quality

Cc: Rodney Chervus, P.E., WWC&CS Manager, Division of Water Quality

Date: August 10, 2011

February 16, 2016

REVIEW DATE: MARCH 17, 2021

RE: New Development 3 Year Re-Inspect
Subdivision: Bluegrass Aspendale
Unit/Phase: Phase 3, Section 1 (Apartments); Infrastructure (Multi-family); The Furlong (Multi-family);
Bridlewood Place (Multi-family); ~~HI Apartments~~

The Division of Water Quality (DWQ) has completed review of the submittals for the project referenced above. We are providing the following list of items, for sanitary sewer systems only, to be completed or corrected prior to Final Inspection. We request that you include these with comments from the Division of Engineering.

Material Reviewed: CCTV performed by LFUCG

Manhole F1 (TB3_892A)

- ❖ The flow channel in this Manhole is not aligned properly and the camera could not enter the pipe
 - ◆ Correct the deficiency, re-CCTV and submit Field Verification and the corresponding Test Results to my attention at DWQ

Manhole A3 (TB3_892)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, and submit Field Verification and the corresponding Test Results to my attention at DWQ

Line Segment A6 to A5 (TB3_895 to TB3_894) **LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)**

- ~~❖ At ~168.8' downstream of Manhole A6 (TB3_895) it appears that the line is occluded with mud/debris and the camera cannot pass.~~
- ~~❖ This whole line segment is full of debris and needs jetted (cleaned).~~
 - ~~◆ Correct the deficiencies, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment A4 to A5 (TB3_893 to TB3_894) LINE IS CLEAR, SAGS STILL EXIST

- ❖ This whole line segment is full of debris and needs jetted (cleaned).
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Manhole A5 (TB3_894)

- ❖ Remove top step
 - ◆ Correct the deficiency, submit Field Verification and the corresponding Test Results to my attention at DWQ

Manhole B1 (TB3_895A)

- ❖ The casting is off center
 - ◆ Correct the deficiency, re-vacuum test the Manhole , re-CCTV and submit Field Verification and the corresponding Test Results to my attention at DWQ

Manhole A7 (TB3_896)

- ❖ This Manhole is Buried
 - ◆ Correct the deficiency, re-vacuum test the Manhole , re-CCTV and submit Field Verification and the corresponding Test Results to my attention at DWQ

Manhole A8 (TB3_897)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, re-vacuum test the Manhole , re-CCTV and submit Field Verification and the corresponding Test Results to my attention at DWQ

Line Segment A8 to C1 (TB3_897 to TB3_897A) LINE IS CLEAR / REVEALS SAGS AND JOINT PROBLEM

- ❖ This line needs to be cleaned
 - ◆ Correct the deficiency, re-CCTV, and submit Field Verification to my attention at DWQ

Line Segment A9 to A10 (TB3_898 to TB3_899)

- ❖ A storm line is within 18" of this line and it should be Ductile Iron. (Corrected 2-16-2016)
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned). (Corrected 2-16-2016)~~
 - ◆ ~~Correct the deficiencies, re test the Line Segment, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Manhole A9 (TB3_898)

- ❖ Remove top step
 - ◆ Correct the deficiencies, submit Test Results, Field Verification, and records to my attention at DWQ

Manhole A10 (TB3_899)

- ❖ Remove top step
 - ◆ Correct the deficiencies, submit Test Results, Field Verification, and records to my attention at DWQ

Line Segment A10 to E1 (TB3_899 to TB3_899A) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~Beginning at ~228.4' upstream of Manhole A10 (TB3_899) and extending to Manhole E1 (TB3_899A) there appears to be a pipe sag. (Corrected 2-16-2016)~~
- ❖ ~~This line segment has debris and needs jetted (cleaned).~~

- ❖ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment A10 to D1 (TB3_899 to TB3_900) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~A storm line is within 18" of this line and it should be Ductile Iron. (Corrected 2-16-2016)~~
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ❖ ~~Correct the deficiency, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment D2 to D1 (TB3_900A to TB3_900) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~At ~6.9' downstream from Manhole D2 (TB3_900A) this Line Segment changes from DI to PVC.~~
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
- ❖ ~~The tap located at ~8.3' downstream from Manhole D2 (TB3_900A) changes from Ductile Iron to PVC just off the main line.~~
- ❖ ~~This line needs to be cleaned~~
 - ❖ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment G1 to A5 (TB3_901 to TB3_894) CLEANING REVEALED MULTIPLE PIPE SAGS

- ❖ ~~A storm line is within 18" of this line and it should be Ductile Iron. (Corrected 2-16-2016)~~
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ❖ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment G2 to G1 (TB3_902 to TB3_901) CLEANING REVEALED MULTIPLE PIPE SAGS

- ❖ ~~Beginning at ~0.0' downstream of Manhole G2 (TB3_902) and extending to ~2.1' there appears to be a pipe sag. (Corrected 2-16-2016)~~
- ❖ ~~Beginning at ~24.5' downstream of Manhole G2 (TB3_902) and extending to ~42.1' there appears to be a pipe sag. (Corrected 2-16-2016)~~
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned). (Possible sags)~~
 - ❖ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment G3 to G2 (TB3_903 to TB3_902)

- ❖ ~~A storm line is within 18" of this line and it should be Ductile Iron. (Corrected 2-16-2016)~~
 - ❖ ~~Correct the deficiency, re test the Line Segment, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Manhole G4 (TB3_904)

- ❖ ~~The steps in this manhole are not in correct alignment. (Corrected 2-16-2016)~~
- ❖ Remove the top step
 - ❖ Correct the deficiency, submit Field Verification and the corresponding Test Results to my attention at DWQ

Manhole G3 (TB3_903)

- ❖ Remove top step
 - ❖ Correct the deficiency, submit Field Verification and the corresponding Test Results to my attention at DWQ

Line Segment C2 to J2 (TB3_912 to TB3_904B)

- ❖ Beginning at ~64.3' upstream of Manhole C2 (TB3_912) and extending to Manhole C1 (TB3_904B) there appears to be a pipe sag. (Corrected 2-16-2016)
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Manhole J2 (TB3_904B)

- ❖ Remove top step
- ❖ ~~The 8" stub in manhole has back fall (Corrected 2-16-2016)~~
 - ◆ Correct the deficiencies, submit Field Verification and the corresponding Test Results to my attention at DWQ

Line Segment J1 to G4 (TB3_904A to TB3_904) CLEANING REVEALED MULTIPLE PIPE SAGS

- ❖ ~~A storm line is within 18" of this line and it should be Ductile Iron. (Corrected 2-16-2016)~~
- ❖ At ~162.8' downstream of Manhole J1 (TB3_904A) it appears that the line is occluded with PVC pipe/debris and the camera cannot pass.
- ❖ This whole line segment is full of debris and needs jetted (cleaned).
 - ◆ Correct the deficiencies, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Line Segment J1 to J2 (TB3_904A to TB3_904B)

- ❖ ~~Beginning at ~55.0' upstream of Manhole J1 (TB3_904A) and extending to ~61.7' there appears to be a pipe sag. (Corrected 2-16-2016)~~
- ❖ ~~Beginning at ~127.3' upstream of Manhole J1 (TB3_904A) and extending to ~130.8' there appears to be a pipe sag. (Corrected 2-16-2016)~~
- ❖ ~~A storm line is within 18" of this line and it should be Ductile Iron. (Corrected 2-16-2016)~~
 - ◆ ~~Correct the deficiencies, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Manhole G5 (TB3_905)

- ❖ Remove top step
 - ◆ Correct the deficiency, submit Field Verification and the corresponding Test Results to my attention at DWQ

Manhole D1 to A-5 (TB3_920 to TB3_905) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~This line needs to be cleaned (debris) (possible sag)~~
 - ◆ ~~Correct the deficiencies, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment K1 to D1 (TB3_905A to TB3_920) LINE IS CLEAR, SAGS STILL EXIST

- ❖ Beginning at ~65.2' downstream of Manhole K1 (TB3_905A) and extending to ~75.2' there appears to be pipe sag. (Corrected 2-16-2016)
- ❖ At ~98.6' downstream from Manhole K1 (TB3_905A) the pipe is not homed well in the tee on the lateral side and this lateral is 100% blocked with debris. (Corrected 2-16-2016)
- ❖ Beginning at ~95.4' downstream of Manhole K1 (TB3_905A) and extending to ~99.5' there appears to be pipe sag. (Corrected 2-16-2016)
- ❖ Beginning at ~259.0' downstream of Manhole K1 (TB3_905A) and extending to ~265.9' there appears to be pipe sag. (Corrected 2-16-2016)
- ❖ Beginning at ~292.7' downstream of Manhole K1 (TB3_905A) and extending to Manhole D1 (TB3_920) there appears to be pipe sag.
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~

- ◆ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole D1 (TB3_920)

- ❖ ~~This Manhole is full of debris.~~
 - ◆ ~~Correct the deficiency, re CCTV and submit Field Verification and the corresponding Test Results to my attention at DWQ~~

Line Segment K1 to K2 (TB3_905A to TB3_905B) **LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)**

- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ◆ ~~Correct the deficiency, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment G6 to G5 (TB3_906 to TB3_905)

- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ◆ ~~Correct the deficiency, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Line Segment G6 to G7 (TB3_906 to TB3_907) **LINE IS CLEAR, SAGS STILL EXIST**

- ❖ Beginning at ~167.8' upstream of Manhole G6 (TB3_906) and extending to ~171.0' there appears to be a pipe sag. (Corrected 2-16-2016)
- ❖ Beginning at ~318.3' upstream of Manhole G6 (TB3_906) and extending to Manhole G7 (TB3_907) (Corrected 2-16-2016)
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
- ❖ At ~258.9' upstream from Manhole G6 (TB3_906) the lateral has an exposed gasket.
- ❖ Remove top step (G-7)
 - ◆ Correct the deficiencies, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Manhole D2 (TB3_911)

- ❖ Remove top step
 - ◆ Correct the deficiency, submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Line Segment B1 to B2 (TB3_913 to TB3_914) **EXPOSED GASKET REMAINS**

- ❖ At ~69.7' upstream of B1 (TB3_913) there is an exposed gasket.
 - ◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Manhole B4 (TB3_919)

- ❖ ~~The lateral in this manhole is missing sealing.~~
 - ◆ ~~Correct the deficiency, re vacuum test the Manhole, re CCTV and submit Field Verification and the corresponding Test Results to my attention at DWQ (Corrected 2-16-2016)~~

Line Segment B2 to B1 (TB3_917 to TB3_895)

- ❖ Beginning at ~49.4' downstream of Manhole B2 (TB3_917) and extending to ~55.9' there appears to be a pipe sag. (Corrected 2-16-2016)
- ❖ Beginning at ~220.0' downstream of Manhole B2 (TB3_917) and extending to Manhole B1 (TB3_895) there appears to be a pipe sag. (Corrected 2-16-2016)
 - ◆ ~~Correct the deficiencies, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Manhole B1 (TB3_895)

- ❖ Remove top step
 - ◆ Correct the deficiency, submit Field Verification and the corresponding Test Results to my attention at DWQ

Line Segment A2 to A1 (TB3_916 to TB3_915)

- ❖ Beginning at ~175.0' upstream of Manhole A1 (TB3_915) and extending to Manhole A2 (TB3_916) there appears to be a pipe sag. (Corrected 2-16-2016)
- ❖ At ~167.3' upstream from Manhole A1 (TB3_915) the lateral is turned down beyond the easement. (Corrected 2-16-2016)
 - ◆ ~~Correct the deficiencies, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Line Segment A1 to G2 (TB3_915 to TB3_902) DEFORMED PIPE AT TB3_915

- ❖ Beginning at ~140.1' downstream of Manhole A1 (TB3_915) and extending to Manhole G2 (TB3_902) there appears to be a pipe sag.
- ❖ This line segment needs to be cleaned
 - ◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Manhole G2 (TB3_902)

- ❖ Remove top step
 - ◆ Correct the deficiency, Field Verification, and submit records to my attention at DWQ

Line Segment between existing manholes, 658 E. Seventh (CR6_181AA to CR6_181A)

- ❖ ~~At ~82.8' downstream of existing Manhole (CR6_181AA) it appears that the line is occluded with mud/debris and the camera cannot pass. Existing Manhole (CR6_181AA) is a brick manhole.~~
- ❖ ~~This whole line segment needs jetted (cleaned). (Corrected 2-16-2016)~~
 - ◆ ~~Correct the deficiencies, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2-16-2016)~~

Line Segment between existing manholes, 658 E. Seventh (CR6_181B to CR6_181AA) CR6_181B to CR6_238 HAS JOINT PROBLEMS, FRACTURES AND AN OFFSET JOINT

- ❖ At ~2.4' downstream from existing Manhole (CR6_181B) the rubber coupling has dropped and debris is catching on pipe. Dig-up and remove rubber coupling and install a strong/back coupling to prevent coupling from dropping.
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Line Segment I2 to M1 (CR6_212 to CR6_212A) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ Beginning at ~35.6' upstream of Manhole I2 (CR6_212) and extending to ~46.1' there appears to be a pipe sag. (Corrected 2-16-2016)
- ❖ Beginning at ~46.1' upstream of Manhole I2 (CR6_212) and extending to ~49.5' there appears to be a pipe sag. (Corrected 2-16-2016)
- ❖ Beginning at ~65.5' upstream of Manhole I2 (CR6_212) and extending to Manhole M1 (CR6_212A) there appears to be a pipe sag. (Corrected 2-16-2016)
- ❖ ~~There is a large amount of grout in the Flow Channel of this Manhole. (Corrected 2-16-2016)~~
- ❖ ~~This whole line segment needs jetted (cleaned).~~
- ❖ ~~Remove top step~~

- ◆ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole M1 (CR6_212A)

- ❖ Remove top step
 - ◆ Correct the deficiency, submit Field Verification and the corresponding Test Results to my attention at DWQ

Manhole L3 (CR6_213)

- ❖ A grade ring is off center.
- ❖ ~~The steps are not over the downstream flow channel.~~ (Corrected 2-16-2016)
- ❖ ~~The manhole has a flat top.~~ (Corrected 2-16-2016)
- ❖ This manhole has debris.
 - ◆ Correct the deficiencies, and submit Field Verification and the corresponding Test Results to my attention at DWQ

Line Segment L2 to L3 (CR6_212 to CR6_213) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~Beginning at ~37.2' upstream of Manhole L2 (CR6_212) and extending to Manhole L3 (CR6_213) there appears to be a pipe sag.~~ (Corrected 2-16-2016)
- ❖ ~~At ~37.2' upstream from Manhole L2 (CR6_212) the lateral turns down beyond the easement.~~ (Corrected 2-16-2016)
- ❖ ~~This whole line segment needs jetted (cleaned):~~
 - ◆ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment L4 to L3 (CR6_214 to CR6_213) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~Beginning at ~0.00' downstream of Manhole L4 (CR6_214) and extending to ~9.7' there appears to be a pipe sag.~~ (Corrected 2-16-2016)
- ❖ ~~At ~10.0' downstream from Manhole L4 (CR6_214) a pipe gasket is exposed.~~ (Corrected 2-16-2016)
- ❖ ~~Beginning at ~45.7' downstream of Manhole L4 (CR6_214) and extending to Manhole L3 (CR6_213) there appears to be a pipe sag.~~ (Corrected 2-16-2016)
- ❖ ~~This line needs cleaned (debris)~~
 - ◆ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Line Segment L4 to W1 (CR6_214 to CR6_214A) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~At ~64.1' upstream of Manhole L4 (CR6_214) the lateral turns down beyond the easement.~~ (Corrected 2-16-2016)
- ❖ ~~At ~67.0' upstream of Manhole L4 (CR6_214) the lateral turns down beyond the easement.~~ (Corrected 2-16-2016)
- ❖ ~~This whole line segment is full of debris and needs jetted~~
 - ◆ ~~Correct the deficiencies, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole W1 (CR6_214A)

- ❖ Remove top step
 - ◆ Correct the deficiencies, and submit Test Results, Field Verification, to my attention at DWQ

Manhole L5 (CR6_215)

- ❖ Remove the top step
 - ◆ Correct the deficiency, and submit Field Verification and the corresponding Test Results to my attention at DWQ

Line Segment L5 to L4 (CR6_215 to CR6_214) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~At ~12.0' downstream of Manhole L5 (CR6_215) the lateral appears to turn down beyond the easement. (Corrected 2-16-2016)~~
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ◆ ~~Correct the deficiencies, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole L6 (CR6_216)

- ❖ ~~This manhole has infiltration stains near the casting.~~
 - ◆ ~~Correct the deficiency, re-vacuum test the Manhole, re-CCTV and submit Field Verification and the corresponding Test Results to my attention at DWQ (Corrected 2-16-2016)~~

Line Segment L6 to L7 (CR6_216 to CR6_217) LINE IS CLEAR, NO FURTHER WORK NEEDED (NFWN)

- ❖ ~~Beginning at ~54.6' upstream of Manhole L6 (CR6_216) and extending to ~59.5' there appears to be a pipe sag. (Corrected 2-16-2016)~~
- ❖ ~~Beginning at ~95.6' upstream of Manhole L6 (CR6_216) and extending to ~101.5' there appears to be a pipe sag. (Corrected 2-16-2016)~~
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ◆ ~~Correct the deficiencies, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole L7 (CR6_217)

- ❖ Remove top step
 - ◆ Correct the deficiencies, submit Test Results, Field Verification, and records to my attention at DWQ



Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Gray
Mayor

Cheryl Taylor
Commissioner

To: Hillard Newman, P.E., Engineering Section Manager, Division of Engineering
Wallace Rice, Engineering Technician Principal, Division of Engineering
Ron St.Clair, Engineering Bonds Officer, Division of Engineering

From: Chris Begley, Engineering Technician Senior, WWC&CS, Division of Water Quality

Cc: Rodney Chervus, P.E., WWC&CS Manager, Division of Water Quality

Date: June 28, 2011
~~April 28, 2014~~
~~February 11, 2016~~
REVIEW DATE: MARCH 17, 2021

RE: New Development 3 Year Re-Inspect
Subdivision: Bluegrass Aspendale Infrastructure
Unit/Phase: Phase 3, Sections 4A, 4B, 4C, 4D, 5

The Division of Water Quality (DWQ) has completed review of the submittals for the project referenced above. We are providing the following list of items, for sanitary sewer systems only, to be completed or corrected prior to Final Inspection. We request that you include these with comments from the Division of Engineering.

Material Reviewed: CCTV performed by LFUCG

Manhole F-1 (TB3_892A)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ

Line Segment P-1 to Ex MH (TB3_872 to TB3_394)

- ❖ ~~At 3.2 ft downstream of Manhole P-1 (TB3_872) there is a material change. Removed per C. Prater.~~
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ ~~At 11.1 ft. downstream of Manhole P-1 (TB3_872) there is a circumferential fracture. Removed per C. Prater~~
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ ~~At 16.3 ft downstream of Manhole P-1 (TB3_872) there is a complete pipe main failure. Removed per C. Prater~~
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ ~~At 54.6 ft upstream of Ex Manhole (TB3_394) there is a circumferential fracture. Removed per C. Prater~~
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

- ❖ At 69.4 ft upstream of Ex Manhole (TB3_394) there is a circumferential fracture. **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ At 88.0 ft upstream of Ex Manhole (TB3_394) there is a complete pipe-main failure. **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole Existing (TB3_394)

- ❖ ~~The manhole is brick and needs to be replaced with a new manhole.~~
 - ◆ ~~Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ~~ **Removed per C. Prater**

Line Segment Ex Drop Manhole_P 1 (TB3_399-TB3_872)

- ❖ Material changes at 2.0 ft, 42.8 ft, 46.8 ft, 51.0 ft, 95.7 ft, 97.2 ft, 98.3 ft, 99.9 ft, 155.7 ft and 178.9 ft downstream from Ex Drop Manhole (TB3_399). **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ Roots appear at 18.7 ft, 24.9 ft, 28.0, 52.0 and 55.0 ft downstream from Ex Drop Manhole (TB3_399). **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ At 46.8 ft downstream from Ex Drop Manhole (TB3_399) a lateral to the right is 50% blocked and needs cleaning. **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ At 57.6 ft downstream from Ex Drop Manhole (TB3_399) there is a circumferential fracture. **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ At 58.6 ft downstream from Ex Drop Manhole (TB3_399) a lateral is 100% blocked and needs cleaning. **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ Beginning at ~58.6' downstream of from Ex Drop Manhole (TB3_399) and extending to ~64' there appears to be a pipe sag **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ At 58.6 ft downstream from Ex Drop Manhole (TB3_399) a lateral is 100% blocked and needs cleaning. **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ❖ At 166.2 ft downstream from Ex Drop Manhole (TB3_399) a lateral is 100% blocked and needs cleaning. **Removed per C. Prater**
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole A-2 (TB3_891)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ
- ❖ The casting needs to be resealed.

- ◆ Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ

Manhole A-1 (TB3_890)

- ❖ 6" lateral inside manhole has dropped and needs repaired and sealed.
- ❖ Remove top step
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Line Segment A-3 to A-2 (TB3_892 to TB3_891) **LINE IS CLEAN, NO FURTHER WORK NEEDED**

- ~~❖ Pipe main is 10% blocked at ~9 ft and needs cleaning.~~
 - ~~◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole A-2 (TB3_891)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ
- ❖ The manhole casting needs resealed.
 - ◆ Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ

Manhole A-2 to A-1 (TB3_891 to TB3_890) **LINE IS CLEAN, NO FURTHER WORK NEEDED**

- ~~❖ This main line needs cleaned due to debris~~
 - ~~◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole A-2A (TB3_891A)

- ❖ This Manhole is full of debris.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Line Segment A-2 to A-2A (TB3_891 to TB3_891A) **LINE IS CLEAN, NO FURTHER WORK NEEDED**

- ❖ The pipe main has debris blocking it at 41 ft and needs cleaning.
 - ◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Line Segment Ex Drop Manhole to A-1 (TB3_399-TB3_890) **LINE IS CLEAN, NO FURTHER WORK NEEDED**

- ~~❖ At 9.6 ft upstream from Ex Drop Manhole (TB3_399) a lateral to the left is 100% blocked and needs cleaning.~~
 - ~~◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~
- ~~❖ This whole line segment is full of FOGs and needs jetted (cleaned).~~
 - ~~◆ Correct the deficiency, re test the Line Segment, re CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ~~

Manhole P-2 (TB3_873)

- ❖ This Manhole is full of debris.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Manhole P-2 to P-1 (TB3_873 to TB3_872) **LINE CLEAR, MULTIPLE SAGS**

- ❖ This main line needs cleaned due to debris (possible sags)

- ◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Manhole P-1 (TB3_872)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Manhole R-2 (TB3_875)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Manhole R-3 (TB3_876)

- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Manhole R-4 (TB3_877)

- ❖ The Casting is 12" below finished grade.
 - ◆ Correct the Deficiency, re-vacuum test the Manhole, submit Test Result Sheets and Field Verification to my attention at DWQ

Line Segment R-3 to R-2 (TB3_876 to TB3_875)

- ❖ ~~Beginning at ~96' downstream of Manhole R-3 (TB3_876) and extending to ~106' there appears to be a pipe sag (Corrected 2/11/2016)~~
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2/11/2016)~~
- ❖ ~~The lateral at 39.6 ft downstream of Manhole R-3 (TB3_876) appears to have a sag at its connection to the main (Corrected 2/11/2016)~~
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2/11/2016)~~
- ❖ ~~The lateral at 95.1 ft downstream of Manhole R-3 (TB3_876) appears to have a FOGs and needs to be cleaned (Corrected 2/11/2016)~~
 - ◆ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2/11/2016)~~

Line Segment R-4 to R-5 (TB3_877 to TB3_878)

- ❖ Remove top step
- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ◆ ~~Clean the line, re-CCTV and submit the results to my attention at DWQ (Corrected 2/11/2016)~~

Line Segment P-2 to P-3 (TB3_873 to TB3_880)

- ❖ ~~This whole line segment is full of debris and needs jetted (cleaned).~~
 - ◆ ~~Clean the line, re-CCTV and submit the results to my attention at DWQ (Corrected 2/11/2016)~~

Manhole P-2 (TB3_873)

- ❖ ~~This Manhole is full of debris~~
 - ◆ ~~Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ~~

Manhole P-3 (TB3_880)

- ❖ The casting is off center

- ◆ Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ
- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ
- ❖ This Manhole is Buried
 - ◆ Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ

Manhole P-7 (TB3_887A)

- ❖ The casting is off center
 - ◆ Correct the deficiency, re-vacuum test the Manhole and submit Test Results and Field Verification to my attention at DWQ
- ❖ The top step in the manhole is too high.
 - ◆ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Line Segment P-4 to T-1 (TB3_881 to TB3_882)

- ❖ At ~24.4' upstream of Manhole P-4 (TB3_881) the tap located at 561 E Fourth is full of debris and needs cleaning (**Corrected 2/11/2016**)
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (**Corrected 2/11/2016**)
- ❖ At ~239.4' upstream of Manhole P-4 (TB3_881) the tap located at 432 Shropshire has dropped on builder's side of easement (**Corrected 2/11/2016**)
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (**Corrected 2/11/2016**)

Line Segment P-6 to V-1 (TB3_887 to TB3_888) LINE IS CLEAR / SAGS STILL EXIST

- ❖ At ~85.1' upstream of Manhole P-6 (TB3_887) the tap located at 408 Race is full of debris and needs cleaning (**Corrected 2/11/2016**)
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (**Corrected 2/11/2016**)
- ❖ At ~145.1' upstream of Manhole P-6 (TB3_887) the tap located at 416 Race is full of debris and needs cleaning (**Corrected 2/11/2016**)
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (**Corrected 2/11/2016**)
- ❖ Beginning at ~267.5' upstream of Manhole P-6 (TB3_887) and extending to ~345' there appears to be a pipe sag
 - ◆ Correct the deficiency, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ

Line Segment T-1 to T-2 (TB3_882 to TB3_883)

- ❖ This whole line segment is full of debris and needs jetted (cleaned).
 - ◆ Clean the line, re-CCTV and submit the results to my attention at DWQ (**Corrected 2/11/2016**)
- ❖ At ~210.2' upstream of Manhole T-1 (TB3_882) the tap located at 465 Julia has debris and needs cleaning (**Corrected 2/11/2016**)
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (**Corrected 2/11/2016**)
- ❖ At ~266.9' upstream of Manhole T-1 (TB3_882) the tap located at 473 Julia is full of debris and needs cleaning (**Corrected 2/11/2016**)
 - ◆ Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (**Corrected 2/11/2016**)

Manhole P-6 (TB3_887)

- ❖ ~~The steps are not in correct alignment, as required by LFUCG Standard Drawings:~~
 - ~~No. 103, Manhole, Frames, Covers and Steps, which states, "Manhole Steps Shall Be Installed in a Vertical Line and Shall Comply with OSHA Standards in All Respects"; and (Corrected 2/11/2016)~~
 - ~~No. 211, Typical Standard Precast Concrete Manhole, which states, "Manhole Steps Shall be Aligned with Straight Side of Concentric Cone Section, and Aligned Over the Outlet Pipe"; (Corrected 2/11/2016)~~
- ♦ ~~Correct the Deficiency, re-vacuum test the Manhole, submit pictures, Field Verification and Test Result Sheets of the repairs to my attention at DWQ (Corrected 2/11/2016)~~

Line Segment V-1 to V-2 (TB3_888 to TB3_889)

- ❖ ~~At ~99.8' upstream of Manhole V-1 (TB3_888) the tap located at 449 Shropshire has dropped on builder's side of easement (Corrected 2/11/2016)~~
 - ♦ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2/11/2016)~~
- ❖ ~~At ~159.8' upstream of Manhole V-1 (TB3_888) the tap located at 457 Shropshire has dropped on builder's side of easement (Corrected 2/11/2016)~~
 - ♦ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2/11/2016)~~
- ❖ ~~At ~228.7' upstream of Manhole V-1 (TB3_888) the pipe is deformed at 10 o'clock (Corrected 2/11/2016)~~
 - ♦ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2/11/2016)~~
- ❖ ~~At ~340.7' upstream of Manhole V-1 (TB3_888) the line has debris and needs to be cleaned~~
 - ♦ ~~Correct the deficiency, re-test the Line Segment, re-CCTV, and submit Test Results, Field Verification, and CCTV records to my attention at DWQ (Corrected 2/11/2016)~~

Manhole V-1to V-2 (TB3_889 to TB3_888) LINE IS CLEAR / NO FURTHER WORK NEEDED

- ❖ This line needs cleaned
- ❖ The flow channel is full of debris and needs cleaning
 - ♦ Correct the deficiency, submit Test Results and Field Verification to my attention at DWQ

Manhole T-3 (TB3_884)

- ❖ The flow channel is full of debris and needs cleaning
- ❖ Remove the top step
 - ♦ Correct the deficiency, and submit Test Results and Field Verification to my attention at DWQ

Manhole U-1 (TB3_885)

- ❖ The Casting is 3" below finished grade.
 - ♦ Correct the Deficiency, re-vacuum test the Manhole, submit Test Result Sheets and Field Verification to my attention at DWQ
- ❖ Remove top step
 - ♦ Correct the deficiency, and submit Field Verification to my attention at DWQ



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water Quality

To: Hillard Newman, P.E., Engineering Section Manager, Division of Engineering
Ron St.Clair, Stephen Parker, Lee Rice, and Barry Brock

From: Carol Schoaff, Engineering Technician Principal, WWC&CS, Division of Water Quality

Cc: Rodney Chervus, P.E., WWC&CS Manager, Division of Water Quality

Date: December 4, 2008
REVIEW DATE: MARCH 17, 2021

Re: New Development 3 Year Re-Inspect
Subdivision: Bluegrass Aspendale
Unit/Phase: Phase 2 (Housing Authority) #2
Parcel 3
Design Engineer: Sherman Carter Barnhart
Contractor:

The Division of Water Quality (DWQ) has completed a review of the above referenced project. We are providing the following list of items, for sanitary sewer systems only, that need to be addressed. We request that you include this list of items with comments from the Division of Engineering.

Material Reviewed: CCTV and Manhole Inspection performed by LFUCG

Manhole A-4 (CR6_208)

- The casting is off center
 - Realign the casting, re-vacuum test and submit the test sheets to my attention at DWQ

Manhole A-2 (CR6_204)

- The casting is off center
 - Realign the casting, re-vacuum test and submit the test sheets to my attention at DWQ

Manhole A-1 (CR6_203)

- The manhole lid is not compliant with LFUCG Standard Drawing #220 – there is no pick hole in the lid
 - Replace the lid and submit the signed field verification to my attention at DWQ

Manhole A-5 (CR6_209)

- The casting is off center
 - Realign the casting, re-vacuum test and submit the test sheets to my attention at DWQ
- The steps are not located over the downstream (outlet) pipe as required by LFUCG Standard Drawings
 - Realign the steps, re-vacuum test and submit the test sheets to my attention at DWQ

Manhole (CR6_206) No Number on the Plans – located 81' Southeast of Manhole A-2

- This casting is low to grade by ~2"
 - Raise to grade, re-vacuum test and submit the test sheets to my attention at DWQ

HORSE CAPITAL OF THE WORLD

NO WORK COMPLETED BY LFUCG, DEVELOPER RESPONSILITY TO FIELD VERIFY EXISTING CONDITIONS AND CORRECT AS NEEDED.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water Quality

To: Hillard Newman, P.E., Engineering Section Manager, Division of Engineering
Ron St.Clair, Stephen Parker, Lee Rice, and Barry Brock

From: Carol Schoaff, Engineering Technician Principal, WWC&CS, Division of Water Quality

Cc: Rodney Chervus, P.E., WWC&CS Manager, Division of Water Quality

Date: December 18, 2008
REVIEW DATE: MARCH 17, 2021

Re: New Development 3 Year Re-Inspect
Subdivision: Bluegrass Aspendale
Unit/Phase: Phase 2 (Housing Authority) #2
Parcel 2
Design Engineer: Sherman Carter Barnhart
Contractor:

The Division of Water Quality (DWQ) has completed a review of the above referenced project. We are providing the following list of items, for sanitary sewer systems only, that need to be addressed. We request that you include this list of items with comments from the Division of Engineering.

Material Reviewed: CCTV and Manhole Inspection performed by LFUCG

This property is depicted on ArcView as 551 East 6th Street

Manhole A-1 (CR6_203)

- The casting is off center
 - Realign the casting, re-vacuum test and submit the test sheets to my attention at DWQ
- The steps are not located over the downstream (outlet) pipe as required by LFUCG Standard Drawings
 - Realign the steps, re-vacuum test and submit the test sheets to my attention at DWQ

NO WORK COMPLETED BY LFUCG, DEVELOPER RESPONSIBILITY TO FIELD VERIFY EXISTING CONDITIONS AND CORRECT AS NEEDED.

HORSE CAPITAL OF THE WORLD



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water Quality

To: Hillard Newman, P.E., Engineering Section Manager, Division of Engineering
Ron St.Clair, Stephen Parker, Lee Rice, and Barry Brock

From: Carol Schoaff, Engineering Technician Principal, WWC&CS, Division of Water Quality

Cc: Rodney Chervus, P.E., WWC&CS Manager, Division of Water Quality

Date: December 18, 2008
REVIEW DATE: MARCH 17, 2021

Re: New Development 3 Year Re-Inspect
Subdivision: Bluegrass Aspendale
Unit/Phase: Phase 2 (Housing Authority) #2
Parcel 3
Design Engineer: Sherman Carter Barnhart
Contractor:

The Division of Water Quality (DWQ) has completed a review of the above referenced project. We are providing the following list of items, for sanitary sewer systems only, that need to be addressed. We request that you include this list of items with comments from the Division of Engineering.

Material Reviewed: CCTV and Manhole Inspection performed by LFUCG

Manhole A-4 (CR6_208)

- The casting is off center
 - Realign the casting, re-vacuum test and submit the test sheets to my attention at DWQ

Manhole A-2 (CR6_204)

- The casting is off center
 - Realign the casting, re-vacuum test and submit the test sheets to my attention at DWQ

Manhole A-1 (CR6_203)

- The manhole lid is not compliant with LFUCG Standard Drawing #220 – there is no pick hole in the lid
 - Replace the lid and submit the signed field verification to my attention at DWQ

Manhole A-5 (CR6_209)

- The casting is off center
 - Realign the casting, re-vacuum test and submit the test sheets to my attention at DWQ
- The steps are not located over the downstream (outlet) pipe as required by LFUCG Standard Drawings
 - Realign the steps, re-vacuum test and submit the test sheets to my attention at DWQ

Manhole (CR6_206) No Number on the Plans – located 81' Southeast of Manhole A-2

- This casting is low to grade by ~2"
 - Raise to grade, re-vacuum test and submit the test sheets to my attention at DWQ

HORSE CAPITAL OF THE WORLD

NO WORK COMPLETED BY LFUCG, DEVELOPER RESPONSILITY TO FIELD VERIFY EXISTING CONDITIONS AND CORRECT AS NEEDED.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0947-21

File ID: 0947-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Police

File Created: 09/16/2021

File Name: Drug Enforcement Administration (DEA) - Tactical
Diversion Squad Task Force Agreement

Final Action:

Title: Authorization to accept an agreement with the Drug Enforcement Administration (DEA), Tactical Diversion Squad Task Force Agreement. The term of this agreement shall be from October 1, 2021 through September 30, 2022. No budgetary impact. (L0947-21) (Weathers/Armstrong)

Notes: Requesting two (2) Council Reads at September 30th Council Meeting

Sponsors:

Enactment Date:

Attachments: Cover Memo - DEA Agreement- Tactical Diversion
Squad Task Force Agreement, DEA Tactical Diversion
Squad Task Force Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

Related Files:

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 0947-21

Title

Authorization to accept an agreement with the Drug Enforcement Administration (DEA), Tactical Diversion Squad Task Force Agreement. The term of this agreement shall be from October 1, 2021 through September 30, 2022. No budgetary impact. (L0947-21) (Weathers/Armstrong)

Summary

Authorization to accept an agreement with the Drug Enforcement Administration (DEA), Tactical Diversion Squad Task Force Agreement. The term of this agreement shall be from October 1, 2021 through September 30, 2022. No budgetary impact. (L0947-21) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review: Yes, Michael Sanner

Law: N/A

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: September 16, 2021

SUBJECT: Drug Enforcement Administration (DEA) -
- Tactical Diversion Squad Task Force Agreement

Request

Authorization to accept the attached agreement with the Drug Enforcement Administration (DEA), Tactical Diversion Squad Task Force Agreement. The term of this agreement shall be from October 1, 2021 through September 30, 2022.

Why are you requesting?

The Tactical Diversion Squad Agreement allows for one (1) Lexington Police Department Officer to be assigned to this task force for a period of not less than two years. During this period of assignment, the officer will be under the direct supervision and control of a DEA Supervisory Special Agent assigned to the Tactical Diversion Squad. The duties of the task force are as listed:

- a) Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g. "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Kentucky area;
- b) Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
- c) Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the Commonwealth of Kentucky.

The attached agreement requires the Mayor's signature. Upon approval and signing, please forward original agreement to the Chief's Office to acquire additional signature. If you have any questions or require additional information, please contact my office.

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

Are the funds budgeted? N/A

File Number: 0947-21

Director: Lawrence B. Weathers, Chief
Lexington Police Department

LBW/rmh

**TACTICAL DIVERSION SQUAD (LEXINGTON) TASK FORCE AGREEMENT
BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND THE
DRUG ENFORCEMENT ADMINISTRATION AT LEXINGTON, KENTUCKY**

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Lexington-Fayette Urban County Government ORI# KY0340200 (hereinafter "LFUCG"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the Kentucky area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Commonwealth of Kentucky, the parties hereto agree to the following:

1. The Tactical Diversion Squad (Lexington) Task Force will perform the activities and duties described below:
 - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Kentucky area;
 - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the Commonwealth of Kentucky
2. To accomplish the objectives of the Tactical Diversion Squad (Lexington) Task Force, the LFUCG agrees to detail one (1) experienced officer to the Tactical Diversion Squad (Lexington) Task Force for a period of not less than two years. During this period of assignment, the officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
3. The officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Tactical Diversion Squad (Lexington) Task Force, DEA will assign four (4) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support

the activities of the DEA Special Agents and the LFUCG officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the Tactical Diversion Squad (Lexington) Task Force, the LFUCG will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the LFUCG for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the LFUCG charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The LFUCG shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The LFUCG shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The LFUCG shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10. The LFUCG shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The LFUCG agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The LFUCG acknowledges that this agreement will not take effect and no Federal funds will be awarded to the LFUCG by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the LFUCG shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by LFUCG during the term of this agreement.

For the Drug Enforcement Administration:

J. Todd Scott
Special Agent in Charge
Louisville Division

Date: _____

For the Lexington-Fayette Urban County Government:

Linda Gorton
Mayor

Date: _____

Lawrence Weathers
Chief, LFUCG Lexington Police Department

Date: _____

Originating Reporting Identifier Number (ORI): KY0340200



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

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

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Lexington Resident Office
997 Governors Lane, Suite 350
Lexington, KY 40513 (571) 362-6988

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check ☐ if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lexington Fayette Urban County Government Division of Police
150 E. Main Street
Lexington, KY 40507

2. Application Number and/or Project Name

Tactical Diversion Squad (Lexington)

3. Grantee IRS/Vendor Number

TIN # 61-0858140

4. Typed Name and Title of Authorized Representative

Linda Gorton, Mayor

5. Signature

6. Date



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0948-21

File ID: 0948-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Police

File Created: 09/16/2021

File Name: Drug Enforcement Administration (DEA) - Program
Funded State & Local Task Force Agreement

Final Action:

Title: Authorization to accept an agreement with the Drug Enforcement Administration (DEA) Program Funded State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0948-21) (Weathers/Armstrong)

Notes: Requesting two (2) Council Reads at September 30th Council Meeting

Sponsors:

Enactment Date:

Attachments: Cover Memo - DEA Agreement - Program Funded
State and Local Task Force, DEA Program Funded
State & Local Task Force Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

Related Files:

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 0948-21

Title

Authorization to accept an agreement with the Drug Enforcement Administration (DEA) Program Funded State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0948-21) (Weathers/Armstrong)

Summary

Authorization to accept an agreement with the Drug Enforcement Administration (DEA) Program Funded State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0948-21) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review: Yes, Michael Sanner

Law: N/A

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: September 16, 2021

SUBJECT: Drug Enforcement Administration (DEA) -
- Program Funded State & Local Task Force Agreement

Request

Authorization to accept the attached agreement with the Drug Enforcement Administration (DEA) Program Funded State & Local Task Force. The term of the agreement shall be from October 1, 2021 through September 30, 2022.

Why are you requesting?

This Program Funded State & Local Task Force Agreement allows for one (1) detective to be assigned to this task force for a period of not less than two years. During this period of assignment, the detective will be under the direct supervision and control of a DEA Supervisory Special Agent assigned to the Program Funded State & Local Task Force. The duties of the task force are as listed:

- a) Disrupt the illicit drug traffic in the Kentucky area by immobilizing targeted violators and trafficking organizations.
- b) Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs.
- c) Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Kentucky.

The attached agreement requires the Mayor's signature. Upon approval and signing, please forward original agreement to the Chief's Office to acquire additional signature. If you have any questions or require additional information, please contact my office.

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

Are the funds budgeted? N/A

File Number: 0948-21

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

LBW/rmh

Lexington Police Department
PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
Task Force Group (Lexington)

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Lexington Fayette Urban County Government on behalf of the Division of Police ORI# KY0340200 (hereinafter "LPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lexington, Kentucky Metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Commonwealth of Kentucky, the parties hereto agree to the following:

1. The Task Force Group (Lexington) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Commonwealth of Kentucky area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the Commonwealth of Kentucky.
2. To accomplish the objectives of the Task Force Group (Lexington), the LPD agrees to detail one (1) experienced officer to the Task Force Group (Lexington) for a period of not less than two years. During this period of assignment, the LPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The LPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The LPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Task Force Group (Lexington), DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the Task Force, the LPD will remain responsible for

establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the LPD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the LPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The LPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The LPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The LPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.
10. The LPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The LPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The LPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the LPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the LPD shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by LPD during the term of this agreement.

For the Drug Enforcement Administration:

J. Todd Scott
Special Agent in Charge

Date

For the Lexington-Fayette Urban County Government:

Linda Gorton
Mayor

Date

For the Lexington Division of Police:

Lawrence B. Weathers
Chief of Police

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

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

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Lexington Resident Office
997 Governors Lane, Suite 350
Lexington, KY 40513 (859) 977-6100

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lexington Fayette Urban County Government on behalf of the Division of Police
150 E. Main Street
Lexington, KY 40507-1318

2. Application Number and/or Project Name

Task Force Group (Lexington)

4. Typed Name and Title of Authorized Representative

Linda Gorton, Mayor

5. Signature

3. Grantee IRS/Vendor Number

TIN # 61-085-8140

6. Date



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0949-21

File ID: 0949-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Police

File Created: 09/16/2021

File Name: Drug Enforcement Administration (DEA) - Provisional
State & Local Task Force Agreement

Final Action:

Title: Authorization to accept the attached agreement with the Drug Enforcement Administration (DEA) Provisional State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0949-21) (Weathers/Armstrong)

Notes: Requesting two (2) Council Reads at September 30th Council Meeting

Sponsors:

Enactment Date:

Attachments: Cover Memo - DEA Agreement - Provisional State and
Local Task Force (Delgado), DEA Provisional State
and Local Task Force Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

Related Files:

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 0949-21

Title

Authorization to accept the attached agreement with the Drug Enforcement Administration (DEA) Provisional State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0949-21) (Weathers/Armstrong)

Summary

Authorization to accept the attached agreement with the Drug Enforcement Administration (DEA) Provisional State & Local Task Force. The terms of the agreement shall be from October 1, 2021 through September 30, 2022. There will be no budgetary impact. (L0949-21) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review: Yes, Michael Sanner

Law: N/A

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: September 16, 2021

SUBJECT: Drug Enforcement Administration (DEA) -
- Provisional State & Local Task Force Agreement

Request

Authorization to accept the attached agreement with the Drug Enforcement Administration (DEA) Provisional State & Local Task Force. The term of the agreement shall be from October 1, 2021 through September 30, 2022.

Why are you requesting?

This Provisional State & Local Task Force Agreement allows for one (1) detective to be assigned to this task force for a period of not less than two years. The Lexington Resident Office (RO), Financial Investigation Group (FIG) will perform the activities and duties described below:

- a) Disrupt the illicit drug traffic and money laundering in the area by immobilizing targeted violators and trafficking organizations.
- b) Gather and report intelligence data relating to money laundering and trafficking in narcotics and dangerous drugs.
- c) Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Kentucky.

The attached agreement requires the Mayor's signature. Upon approval and signing, please forward original agreement to the Chief's Office to acquire additional signature. If you have any questions or require additional information, please contact my office.

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

Are the funds budgeted? N/A

File Number: 0949-21

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

LBW/rmh

PROVISIONAL STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Lexington Fayette Urban County Government ORI# KY0340200 (hereinafter "LPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Central Kentucky area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, Kentucky the parties hereto agree to the following:

1. The Lexington Task Force will perform the activities and duties described below:

- a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Kentucky.

2. To accomplish the objectives of the Lexington Task Force, the LPD agrees to detail one (1) experienced officers to the Lexington Task Force for a period of not less than two years. During this period of assignment, the LPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The LPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The LPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Lexington Task Force, DEA will assign one (1) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The LPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by LPD during the term of this agreement.

For the Drug Enforcement Administration:

J. Todd Scott
Special Agent in Charge

Date: _____

For the Lexington-Fayette Urban County Government:

Linda Gorton
Mayor

Date: _____

For the Lexington Division of Police:

Lawrence B. Weathers
Chief of Police

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

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

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities, in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Lexington Resident Office
997 Governors Lane, Suite 350
Lexington, KY 40513 (571) 362-6988

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check ☐ if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Lexington Fayette Urban County Government Division of Police
150 E. Main Street
Lexington, KY 40507

2. Application Number and/or Project Name

Financial Investigations Group (Lexington)

3. Grantee IRS/Vendor Number

TIN # 61-0858140

4. Typed Name and Title of Authorized Representative

Linda Gorton, Mayor

5. Signature

6. Date



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0950-21

File ID: 0950-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Parks and
Recreation

File Created: 09/17/2021

File Name: Memorial Bench & Tree Donations

Final Action:

Title: Authorization to accept a donation of \$3,500 from Michael and Allison Johnson for a memorial bench in Harrods Hill Park for Michael Johnson and \$40 toward a memorial tree. (L0950-21) (Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Memorial bench & tree memo

Enactment Number:

Deed #:

Hearing Date:

Drafter: Rose Olive

Effective Date:

Related Files:

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 0950-21

Title

Authorization to accept a donation of \$3,500 from Michael and Allison Johnson for a memorial bench in Harrods Hill Park for Michael Johnson and \$40 toward a memorial tree. (L0950-21) (Conrad/Ford)

Summary

Authorization to accept a donation of \$3,500 from Michael and Allison Johnson for a memorial bench in Harrods Hill Park for Michael Johnson and \$40 toward a memorial tree. (L0950-21) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Budget Amendment 11325 in process

Account Number: 1103 707602 7221 90319

This Fiscal Year Impact: \$3,540

Annual Impact: N/A

Project:


Activity:

Budget Reference:

Current Balance: Budget Amendment 11325 in process



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Monica Conrad, Director, Parks and Recreation

DATE: September 17, 2021

SUBJECT: Memorial Bench and Memorial Tree Donations

Request:

Request Council Authorization to accept a donation of \$3,500 from Michael and Allison Johnson for a memorial bench in Harrods Hill Park for Michael Johnson and \$40 toward a memorial tree.

Purpose:

Parks and Recreation needs this action completed in order to officially accept these donations.

Budgetary Implication:

The cost for Fiscal Year 2022 – N/A

The cost for future FY – N/A

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

Account number: 1103 707602 7221 90319 775

File Number: 0950-21

Director/Commissioner: Conrad/Ford





Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0955-21

File ID: 0955-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: General Services

File Created: 09/20/2021

File Name: Kentucky Theatre Management Agreement

Final Action:

Title: Authorization for the Mayor to execute the Management Agreement with the Friends of the Kentucky Theatre (FOKT). This agreement is for the day-to-day operation and management of the Kentucky and State Theaters, located at 212 and 218 East Main Street. This agreement will begin on November 1, 2021 and expires on October 31, 2022. The lease shall automatically renew for four (4) additional terms of one (1) year each. The *Friends of the Kentucky Theatre* will remit 10 percent of gross receipts generated through operation of the theatre to LFUCG. In addition, LFUCG will also receive 5 percent of gross receipts of special events hosted by the management team (FOKT).

Notes: Bid # 16-2021

In office 9/20/2021. MS

Sponsors:

Enactment Date:

Attachments: Memo KY Theatre Mgmt Agreement.pdf, KY Theatre Management Agreement.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Sandra Lopez

Effective Date:

Related Files:

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 0955-21

Title

Authorization for the Mayor to execute the Management Agreement with the Friends of the Kentucky Theatre (FOKT). This agreement is for the day-to-day operation and management of the Kentucky and State Theaters, located at 212 and 218 East Main Street. This agreement

will begin on November 1, 2021 and expires on October 31, 2022. The lease shall automatically renew for four (4) additional terms of one (1) year each. The *Friends of the Kentucky Theatre* will remit 10 percent of gross receipts generated through operation of the theatre to LFUCG. In addition, LFUCG will also receive 5 percent of gross receipts of special events hosted by the management team (FOKT).

Summary

Authorization for the Mayor to execute the Management Agreement with the Friends of the Kentucky Theatre (FOKT). This agreement is for the day-to-day operation and management of the Kentucky and State Theaters, located at 212 and 218 East Main Street. This agreement will begin on November 1, 2021 and expires on October 31, 2022. The lease shall automatically renew for four (4) additional terms of one (1) year each. The *Friends of the Kentucky Theatre* will remit 10 percent of gross receipts generated through operation of the theatre to LFUCG. In addition, LFUCG will also receive 5 percent of gross receipts of special events hosted by the management team (FOKT).

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Carlos Ross, September 16, 2021

Risk Management: No

Fully Budgeted: BA in process

Account Number: 4022-900106-0001-71299

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: BA in process



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Chris Ford, Commissioner of General Services

DATE: September 20, 2021

SUBJECT: Management Agreement – Kentucky and State Theater

Request:

Request Council authorization for the Mayor to execute a management agreement with the Friends of the Kentucky Theatre (FOKT), for operations at the Kentucky and State Theaters.

Purpose:

This agreement is for the day-to-day operation and management of the Kentucky and State Theaters, located at 212 and 218 East Main Street. This agreement will begin on November 1, 2021 and expires on October 31, 2022. The lease shall automatically renew for four (4) additional terms of one (1) year each. This agreement was competitively bid under RFP #16-2021.

Budgetary Implication:

The *Friends of the Kentucky Theatre* will remit 10 percent of gross receipts generated through operation of the theatre to LFUCG. In addition, LFUCG will also receive 5 percent of gross receipts of special events hosted by the management team (FOKT).

Funding Source: Revenues 4022-900106-0001-71299

File Number: 0955-21

Director/Commissioner: Baradaran/Ford



MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** ("Owner") and **FRIENDS OF THE KENTUCKY THEATRE** ("Manager").

RECITALS:

Owner leases the land with improvements located at 212 East Main Street, Lexington, Kentucky (hereinafter the "Kentucky Theater") and at 218 East Main Street, Lexington Kentucky (hereinafter the "State Theater"), from the Lexington-Fayette Urban County Government Public Facilities Corporation, upon which Owner has furnished and equipped two first class theaters. The Premises are commonly known and operated as the Kentucky Theater and the State Theater (collectively referred to herein as the "Theaters" or the "Premises"). The Kentucky Theater contains a theater auditorium, lobby, stage, projection booth, and restrooms which are more particularly described on the attached Exhibit "A", along with information pertaining to The State Theater which adjoins the Kentucky Theater and contains a theater auditorium, lobby, stage and projection booth.

Manager desires to assist Owner in meeting facility budget goals by initiating new processes, increasing revenue and attendance, driving continuous improvement, promoting the Theaters, and managing & operating the Theaters on the terms set out herein.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, Owner and Manager agree as follows:

1. **Management Term.** The initial term of this Management Agreement shall be for a period of one (1) year beginning at 12:01 a.m. E.S.T on November 1, 2021 (the "Commencement Date") and ending on October 31, 2022 at midnight E.S.T. Owner agrees that on or before the commencement date of this agreement that Owner shall deliver to the Manager keys to the Premises. This Management Agreement shall automatically renew for four (4) additional terms of one (1) year each unless either party gives written notice to the other party of their intent not to renew the Agreement. This notification shall be made at least one-hundred eighty (180) days prior to the termination of the then existing term.

2. **Operation of the Theater.**

A. Owner hereby engages Manager as the exclusive Manager of the Theaters during the Management Term, or extensions of the Agreement as described herein. In the performance of its duties as Manager of the Theaters, Manager shall have exclusive possession of the premises throughout each active term of this agreement and shall act solely as an independent contractor with Owner. Nothing herein shall constitute or be construed to be or create a partnership or joint venture or agency relationship between Owner and Manager. All debts and liabilities to third persons incurred by Manager in the ordinary course and scope of its operation and management of the Theaters shall be the sole responsibility

of Manager and Owner shall not be liable for any such obligations, except as set forth to the contrary in paragraph 13 below.

B. Manager agrees to operate the Theaters under the name "Kentucky Theater."

C. Manager agrees to provide and keep in good repair, at Manager's expense, all carpeting, flooring, facility interior, concession operating equipment, theater projection equipment, projection sound equipment, ticketing equipment, stage sound and lighting equipment (including bulbs and bulb replacement), and other trade equipment necessary to operate two first class theaters, which property owned by Manager shall remain the property of the Manager and may be removed from the Theater Premises by the Manager upon the Management Term's expiration or termination, with exception of all bulbs that have been installed for theater operation which shall become the property of Owner. Manager shall vacate the Premises and all Manager-owned equipment shall be removed within 10 days of expiration or termination of agreement, unless written permission has been requested by Manager and granted by Owner for an extension of removal timeline as outlined herein. Manager also may use, at Manager's own expense, any projection or concession equipment owned by Owner and located on the Premises, and Manager agrees that all of Owner's equipment shall remain on the Premises and be surrendered, in no worse than the same condition in which it was received, at any time during the Management Term, or at the Management Term's expiration or prior termination, as the case may be.

D. Manager agrees to provide preventative maintenance (PM) for all projection equipment per manufacturer's recommendation. Furthermore, Manager agrees to follow guidelines as set forth within this agreement to help develop and track process improvements that will promote the control and efficient management of ongoing operating, maintenance, and repair expenses for the facility. Manager shall be responsible for the first thousand dollars (\$1000.00) of repair and maintenance costs incurred each month at the theaters and shall document and provide evidence of cost. A plan for assumption of responsibilities for driving continuous improvement (Exhibit B), and for use of a maintenance schedule (Exhibit D) shall also be implemented.

E. Manager shall work with Owner to further define (Exhibit B) a process to document, track, and manage receipts for daily offerings that are made during the term of this agreement. Data to be collected shall include, but not be limited to; type of program offered; time(s) for each offering; number of receipts per time offering; approximate number of employees on site; gross ticket receipts; gross concession receipts; other revenue as warranted.

F. Manager shall not permit third party usage of the facility, either temporary or ongoing, until such time that a Facility Usage Agreement or Sub-Lease Agreement has been entered into by the Manager and affected party. Manager shall require, where applicable, that all minimum insurance requirements have been met and that users' coverage meets or exceeds those requirements as outlined within this agreement between Owner and Manager. Facility Usage Agreements where insurance requirements cannot be met (non-legal entity for example) **shall require thirty (30) day advance written notification by Manager to Owner's Department of Law** for

approval. All sub-lease agreements whereas ongoing usage shall exist between Manager and third party shall not be entered into without the prior written consent of Owner. Associated costs and charges, if any, for third party occupancy shall be determined and all revenue generated for use shall be shared with Owner as outlined in Section 6. All inquiries for sub-lease agreements shall be directed to the Owner's Department of General Services for review and are subject to Owner's Department of Law approval.

G. Manager shall be responsible to insure that compliance is adhered to. During any time of facility occupancy, a qualified individual who is an employee of Manager and versed in risk management / safety best practices shall be on site and available to respond. It is also the responsibility of Manager to insure proper training is provided at Manager's expense and that training records are maintained for future reference.

H. Licenses secured by Manager for operation of the facility are at the sole expense and responsibility of the Manager. Whenever annual renewal of licenses require proof of continued occupancy and usage (such as Manager's liquor license renewal), the Owner's Department of General Services shall be provided a **written request** to secure the information. Requests of this type shall require Manager to provide Owner at least sixty (60) day advanced written notification.

I. Manager shall at all times, **NO EXCEPTION**, initiate all requests and make all inquiries regarding facility usage, maintenance & repair, or other concerns about this management agreement to the Department of General Services or the Division of Facilities & Fleet Management as directed.

3. Theater Employees. All employees participating in the operation of the Theaters shall be employees of the Manager. Manager shall have the right to hire, discharge and supervise the work of all of its employees of the Theaters without restriction. A copy of the proposed organizational chart must be provided as **Exhibit G** reflecting the operational structure and staffing levels for the Kentucky Theater.

4. Advertising and Promotion. Manager agrees to utilize multiple strategies of paid and un-paid marketing to aggressively promote and advertise the Theaters in a manner consistent with industry standards. This includes the use of print, social media, website, tv and radio, internet, media releases, and cross-promotional partnerships. Such efforts may include, but are not limited to:

- A. Daily content marketing postings and advertising on multiple social media platforms and websites.
- B. Producing and distributing monthly calendars of program offerings
- C. Partnerships with community groups and organizations to promote specific program offerings
- D. Media releases regarding Theatre programming and feature content

Manager shall use its best efforts to notify the general public of films and presentations that may not be suitable for minors.

Manager acknowledges that the product of all social medial marketing efforts (domain name[s]; website[s]: Facebook, Instagram, Twitter, and any other social media account[s]) is not proprietary to the Manager. At the termination of this agreement, the ownership and control (including all administrative passwords) revert to the Owner.

5. Transfer of Net Receipts to Owner. The Net Receipts, as defined herein, received by Manager in the operation of the Theaters, and sales taxes shall be deposited daily in a bank or banks selected by Owner, but may not be commingled with other funds (except for sales taxes) of Manager and shall be withdrawn only by representatives of Manager, provided such representatives shall be bonded or otherwise insured. Manager shall supply Owner with such bonds or other insurance. Manager shall transfer each calendar month to Owner all Net Receipts of the Theaters, as directed by Owner. The transfer of Net Receipts shall be accompanied by a monthly Sales Report as more fully described in paragraph 7 below. Any discrepancies between the Sales Report and the Gross Receipts Report shall be corrected by the appropriate off-set during the following month or a reimbursement by the appropriate party.

"Net Receipts" shall be defined as "Gross Receipts" less the usual and customary fees and expenses paid for Special Events, talent, performance and artist fees and expenses. Usual and customary fees and expenses shall not include ordinary theater operating expenses.

6. Fees and Payments to Manager.

- a. For each calendar month of the Management Term (and proportionately for a fraction of a calendar month), Owner shall retain percentages of grosses provided by Management Services of the following:

Percent (10 %) of Gross Receipts, excluding gross receipts from Special Events, as defined herein; and

Percent (5 %) of Gross Receipts from Special Events as defined herein.

"Special Events" shall mean any single or repeat performance(s) or use of either Theater for non-traditional presentations including, but not limited to, film festivals, musical performances, live theater, lectures, fund raising activities, weddings, birthday parties, or use of the facilities for whatever purpose other than operation as a movie theater. All costs associated with "Special Event" presentations shall be the sole responsibility of the Manager. Any Special Event held on the Premises shall require a rental fee payment for use of the facility, unless advance written approval for exception has been secured from Owner.

The Owner shall allow "Fundraising Activities" to be carried out by the Friends of the Kentucky Theatre, a nonprofit group for the express benefit of the theater, including infrastructure and program development. These funds will be reinvested in the theater, in consultation with the Owner and exempt from Owner percentages per Section 6 (a). Written permission must be obtained from Owner prior to the event which details the event and what the funds will support. Within ten (10) days after event a detail financial report listing revenues and expenses is to be given to Owner. The funds collected from the "Fundraising Activities" will be placed in a separate bank account other than Managers operational bank account.

Manager shall enter into Facility Usage Agreements for any Special Event held at either Theater, prior to use of the Premises, and in no event shall a third party be permitted to use the Premises without a signed agreement with Manager.

b. Payments of the fees for any calendar month shall be paid to the Manager by the 15th day of the following calendar month, subject, however, to the timely receipt of the Gross Receipts Report defined in paragraph 7C.

7. Gross Receipts.

a. On or before the tenth (10th) day of the second and each succeeding calendar month during the term of this Agreement (the "Term") and of the month following the end of the Term, Manager shall deliver to Owner a Sales Report consisting of the items identified in paragraph 7C(1) below. On or before the twentieth (20th) day of the second and each succeeding calendar month during the term of this Agreement and of the month following the end of the Term, Manager shall deliver to Owner a written monthly report certified to be correct by Manager showing the Gross Receipts in the immediately preceding month.

b. Manager shall deliver to Owner on or before the thirtieth (30) day of the second quarter and each succeeding calendar quarter a profit & loss statement, (to include detail expenses and employee salaries), showing the Gross Receipts and Net Receipts categorized by theater admissions, concessions (listing concession revenue from special events separately from all other concession revenue) and special events, and Management Fee for the preceding year. These reports should be prepared in accordance with generally accepted accounting principles and certified as correct by an officer of Manager.

c. The monthly Gross Receipts Report shall include the following information:

i. Copies of all bank statements, including deposit slips and receipts; and

ii. Copies of all sales tax reports.

d. "Gross Receipts" shall be construed to include the entire amount of the sale price, whether for cash or otherwise, of all sales (including rentals) of merchandise and services and of all other receipts whatsoever, in respect of all business conducted at, in, upon or from the Premises although said orders may be filled elsewhere, including by way of illustration but not limited to, box office admission receipts and sales of any concession items, and including all sales by any subcontractor, concessionaire, licensee, vending machine, coin-operated machine or otherwise, by any person or entity, on the Premises. Gross Receipts shall not include, however, sums collected and paid out for any sales tax or service tax or similar tax, imposition or assessment levied, imposed or assessed by any governmental authority which Manager is required to collect and remit, and does remit, to such authority (required taxes shall be deducted from the price paid); nor sales of fixtures or other capital items sold by Manager after use thereof in the conduct of Manager's business in the Premises.

Each sale upon an installment or credit basis shall be included and treated as a sale for the full price in the month in which payment for such sale is received regardless of when such sale is made.

e. Full, true and accurate records from which Gross Receipts in any year of this Agreement can be readily and correctly determined shall be kept by Manager in accordance with all the requirements of this paragraph 7 and otherwise in accordance with general industry practices until at least the third anniversary of the end of this Agreement. Owner or anyone designated by Owner shall have access to such records at any and all times upon twenty-four (24) hours advance notice during business hours for the purpose of examining and reviewing all the accounting records and procedures adopted by Manager for the purpose of recording and control of all transactions affecting the determination of Gross Receipts. Manager covenants to comply with all reasonable directions issued to it by Owner from time to time respecting the accounting records and procedures to be adopted for the proper and accurate recording and control of all transactions affecting the determination of Gross Receipts. Owner shall not disclose any confidential information so obtained except to the extent that disclosure is reasonable in the conduct of Owner's business and/or the collection of amounts due to Owner, or to the extent disclosure is required by law.

f. (1) As the bona fide report of Gross Receipts are essential to Owner, in addition to its rights specified in paragraph 7D, Owner shall be entitled, at any time and from time to time to have all or any of the accounting records and procedures of Manager affecting the determination of Gross Receipts specially audited or examined by an independent certified public accountant designated by Owner and who may be required by Owner to report to Owner his opinion as to any matters arising under paragraphs 7C and 7E, including the adequacy of Manager's accounting records and procedures, whether Manager has complied with paragraphs 7C and 7E, whether Manager has accurately reported Gross Receipts and the amount of Gross Receipts.

(2) Such independent certified public accountant shall report to Owner whether in his opinion as of the date of his audit or examination:

- (a) Manager's accounting records and procedures comply with paragraph 7E; and
- (b) Manager's accounting records and procedures were sufficient to permit an accurate determination of Gross Receipts, Net Receipts, and expenses for any period and such report shall contain his determination of Gross Receipts, Net Receipts and expenses for such period and the amount of any overpayment or underpayment of Net Receipts to Owner.

(3) Owner shall provide Manager with a copy of the accountant's report and if the accountant's report opined that any of the Manager's records or procedures were deficient, then:

- (a) Manager shall forthwith and for the remainder of the Term take such steps as may be recommended, necessary or advisable to remedy the default; or
- (b) Owner shall forthwith repay to the Manager any amount therein set out as an overpayment of Net Receipts or Manager shall

forthwith pay to Owner any amount therein set out as an underpayment of Net Receipts to Owner, as the case may be.

(4) All costs of any special audit or examination or report under paragraph 7F (1) shall be payable by Manager to Owner on demand if such accountant shall report that in his opinion Manager's accounting records and procedures were inadequate or Manager was not complying with paragraphs 7C, 7D or 7E, or if Net Receipts for any period as determined by such accountant is more than three percent (3%) greater than as reported by Manager.

(5) The acceptance by Owner of any monthly Gross Receipts Report delivered by Manager or any payment of Net Receipts based thereon or on any accountant's determination or Owner's estimate, shall not be deemed to relieve Manager from its obligations to comply with the provisions of this Agreement or from the consequences of any default thereunder, nor be a waiver by Owner of any of the obligations of Manager or any of the rights of Owner under this Agreement. Without limiting the generality of the foregoing, Owner shall be entitled to all its remedies under this Agreement, including specific performance, and in any event shall have the remedy of termination and forfeiture if there shall be any substantial or continuing breach of such obligations by Manager, or if there shall have been any refusal or omission by Manager to report or to maintain or produce records affecting the determination of Net Receipts, or to maintain accounting procedures recommended by an independent certified public accountant appointed by Owner.

g. Owner shall require Manager to furnish monthly reports executed by Manager's concessionaires, licensees, or subcontractors with regard to their sales on the Premises.

8. Use of Premises. Manager shall use and occupy the Premises solely for: the purpose of the operation of two first class theaters and the presentation of motion pictures and other public (including live) presentations and entertainment, which presentations and entertainment may include but are not limited to style shows, telecasts, multimedia operations, meetings and other auditorium uses; the incidental retail sale of food, beverages and refreshments for consumption on the Premises; the incidental sale of records, books, videotapes, video cassettes, magazines, toys and novelties sold in connection with any particular presentation; the incidental operation of video games or similar electronic games; and for no other purpose without the prior written consent of Owner. Motion picture shows shall follow a repertoire format, consisting of a mixture of first run critically acclaimed films, second runs of box office hits, classic films and art films. Manager agrees to comply, and to cause its employees, agents, customers, visitors, and invitees to comply with all applicable laws, statutes, ordinances, rules, orders and regulations of the federal, state and county governments, and agencies thereof, having jurisdiction with respect to the Premises, and of all other similar legally constituted authorities. Manager shall not do or suffer anything to be done on the Premises which shall result in an increase in the property and casualty insurance premiums paid by Owner in respect of the Premises. Manager may also use the Premises for any other purpose that the Owner shall in its absolute discretion approve.

9. Utilities.

- a. Manager shall pay all telephone or other telecommunication charges of whatever kind.
- b. Manager shall pay all charges (the "Utility Charges") for heat, water, gas, electricity, sewer, landfill, and water quality management fees that are billed for, used or consumed on the Premises.
- c. Manager shall provide Owner an annual report (for the FY beginning July 1st and ending June 30th) that details all consumption for each utility (amount used, invoice amount, month used).

10. Eminent Domain. If a part or whole of the Premises shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain or sold under threat thereof, this Agreement shall terminate effective upon the date of the taking or sale, respectively, and all obligations of Owner and Manager otherwise accruing after the date of such termination shall be discharged. All proceeds of any condemnation award or sale made under threat of condemnation shall be the property of Owner.

Notwithstanding the foregoing, the Manager may assert any claims it has against the condemning authority for any taking of the Manager's personal property that is not a fixture and that is removable from the Premises without damage to the Premises.

11. Assignment. Neither this Agreement nor any interest of Manager therein shall be assigned, mortgaged, pledged, encumbered, or in any manner (by operation of law or otherwise) transferred, in whole or in part, by the Manager.

12. Damage and Destruction. In the event of the destruction of or damage to the Premises, partial or otherwise, Owner shall have the option to terminate this Agreement or restore the Premises if the restoration or repairs cannot be completed within sixty (60) days from the date of destruction or if such restoration will cost in excess of \$80,000.00. Owner shall give Manager written notice of its intent within twenty (20) days from the date of destruction of the Premises.

13. Repairs and Maintenance.

- a. Manager shall at all times maintain the Premises in a neat and clean condition and shall not suffer or permit to exist any nuisance upon the Premises. Manager shall schedule and carry out all scheduled maintenance (PM) work such as carpet cleaning, floor buffing/waxing, cleaning of theater seating, etc. as outlined in **Exhibit "D"**. Responsible parties for repair and maintenance activities are defined in **Exhibit "F"**.
- b. Owner shall be responsible for the repair and maintenance of the roof, gutters, downspouts, exterior walls, the building front, except the Owner shall not be responsible for repairs to the marquee resulting from damage caused by the Manager, in which case the Manager shall be responsible for such damage. Owner shall also be responsible for sidewalks, unless the damage was caused by the Manager, in which case the Manager shall be responsible for such damage.

- c. Owner shall maintain and repair the heating, ventilating and air-conditioning systems, and the interior of the premises, and shall be responsible for all other maintenance and repairs to the Premises of whatever kind, except that Manager shall reimburse Owner for minor or major repair expenses, including materials and labor, equipment, and rentals to make such repairs incurred each calendar month if damage to be repaired was caused by the Manager, in which case the Manager shall be responsible for all such expenses. Manager shall notify Owner in writing of requests for repairs and Owner shall perform necessary repairs in a timely manner. Repairs or maintenance services that are initiated in one calendar month but are not completed until the next or subsequent calendar months shall be deemed to have been performed during the calendar month in which they are completed.
- d. Manager shall be responsible, at Manager's expense, for periodic cleaning of carpets and hard services (tile, stone, other). The costs of keeping carpeted and hard surface areas clean shall be considered daily maintenance requirements to be completed by Manager. Manager shall "steam clean" carpet using an outside contractor at least one (1) time per year. Manager shall shampoo all carpeted areas no less than one (1) time per quarter using an outside contractor. Daily spot treatment of carpet for spills shall be performed by Manager as conditions warrant. All carpet shall be vacuumed at least three times per week with spot vacuum performed daily. Manager shall keep all hard surface areas cleaned and all floors shall be damp mopped daily. Hard floors shall be mopped, waxed, and buffed monthly and work shall be performed by an outside contractor. Hard surface areas shall be stripped, sealed, refinished, machine polished by an outside contractor at least one (1) time per year.
- e. Manager shall notify Owner's Division of Facilities & Fleet Management when maintenance and repair services are needed. Upon receipt of such notice, as permitted by time and availability of personnel, the Division of Facilities & Fleet Management will perform the services. Manager shall, during the term of this agreement or extensions thereof, direct all users of the facilities (whether permanent or temporary) to initiate all facility repair requests via the Manager. Any such requests forwarded directly to the Owner's Division of Facilities & Fleet Management by a third party shall not be honored. It is the sole responsibility of the Manager to ensure that all third party users are informed of and adhere to this requirement.
- f. Manager shall not permit third party usage of the facility, either temporary or ongoing, until such time that a Facility Usage Agreement or Sub-Lease Agreement has been entered into by the Manager and affected party. Manager shall require that all minimum insurance requirements have been met and that users' coverage either meets or exceeds those requirements as outlined within this agreement between Owner and Manager, unless written permission has been granted by Owner that dictates otherwise.

14. Liens. Manager shall not do or suffer anything to be done whereby Owner's interest in the Premises or any part or the whole of the Premises may be encumbered by any mechanic's, materialmen's or other lien and no such

attempted or filed lien shall be valid. Manager shall, whenever and as often as any mechanic's or materialmen's lien is filed against Owner's interest or property which purports to attach thereto and to be for labor performed or material furnished to Manager, give Owner immediate written notice thereof and discharge the same of record within ten (10) days after the date of filing, or contest the same in good faith and indemnify and hold harmless Owner against any loss, cost, damage or expense (including reasonable attorney fees) resulting therefrom and if Manager does not remove the lien within fifteen (15) days, Manager will substitute a Bond for the property upon which the lien is asserted. Notice is hereby given that Owner shall not be liable for any labor or materials furnished to Manager and that no mechanic's, materialmen's or other lien for any such labor or materials shall attach to or affect the estate or interest of the Owner in and to the Premises. Notwithstanding the provisions above, the Owner shall have the right, but not the obligation, to pay and remove any such lien and Manager shall reimburse the Owner for the cost of all expenses incurred in connection therewith.

15. Inspection. Owner and the agents of Owner shall have the right to enter upon and inspect the Premises:

- a. at all times during business hours of Manager on the Premises,
- b. at any other time upon prior notice to Manager, and
- c. at any time in the event of an emergency, for the purpose of examining the same for compliance with the terms of this Agreement, or to make repairs to the structure of the Premises or for any other valid purpose.

Owner shall initiate a facility inspection program (frequency TBD by Owner, however not to exceed quarterly inspections) whereas all deficiencies are documented and tracked (see Exhibit C). Manager (or designee) shall accompany Owner's representative during the inspection and Manager shall be responsible for the **immediate correction of any life-safety issues** that are discovered. All other deficiencies shall be promptly corrected, but in no instance shall the condition be allowed to linger in excess of fifteen (15) calendar days (dependent upon the severity of the finding or as otherwise directed by Owner). Manager shall be responsible for creating corrective action reports that document actions taken to alleviate the finding. This report shall be forwarded to Owner's Division of Facilities & Fleet Management within five (5) calendar days after corrections have been made. Manager, as directed by Owner, shall use ongoing data that is collected to help drive continuous improvement and identify / address recurring deficiencies.

16. Alterations.

A. Manager agrees that it will make no alterations to the Premises which are structural, substantial or permanent in nature, nor post or attach or affix to the exterior or interior of the Premises air conditioners or other objects, nor remove any Theater seats without the written consent of the Mayor of the Lexington-Fayette Urban County Government or their designated representative(s) having been first obtained on each occasion thereof, said consent not to be unreasonably withheld. Manager shall have the right to install its trade fixtures and equipment in, upon and about the Premises in the place of Owner's equipment; provided, however, that Manager shall pay any and all taxes on same and shall remove the same on or before the expiration of this Agreement, and if so requested by Owner, promptly after any termination of this Agreement; and

provided, further, that Manager shall promptly thereafter repair all damage caused to the Premises by reason of such installation or removal and return the Owner's equipment to its original position. In the event either party elects not to renew this Agreement for an additional term or terms, Owner may purchase Manager's trade fixtures and equipment at their then fair market value.

B. Owner may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises provided that in doing so Owner shall not disturb or interfere with Manager's use of the Premises and operation of its business any more than is reasonably necessary in the circumstances and shall repair any damage to the Premises caused thereby.

17. Owner's Remedies Upon Default.

A. (i) If Manager shall at any time be in default in the payment of any sums due under this Agreement and Manager shall fail to remedy such default within five (5) days after receipt of written notice thereof from Owner, or (ii) if Manager shall be in default in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Agreement, and Manager shall fail to remedy such default within ten (10) days after receipt of notice thereof from Owner if the default relates to matters other than the payment of Net Receipts and such other sums except that, if such default cannot, with due diligence on the part of Manager, be cured within such ten (10) day period, same shall not be an event of default if within the ten (10) day period Manager uses its best efforts to proceed to cure same and thereafter continuously and diligently prosecutes such cure, or (iii) if Manager commits waste upon the Premises, or (iv) if Manager vacates or abandons the Premises and fails to remedy such default within five (5) days after written notice thereof from Owner, or (v) if Manager or any Guarantor shall be adjudged bankrupt or shall make an assignment for the benefit of creditors, or if a receiver of any property of Manager in or upon the Premises be appointed in any action, suit or proceeding by or against Manager and not removed within thirty (30) days after appointment, or (vi) if in any three consecutive calendar months during the term of this Agreement the aggregate Gross Receipts of the Theaters, as defined above, shall be less than \$90,000.00, then Owner, in addition to all other remedies given to Owner by law or in equity, may by written notice to Manager immediately terminate this Agreement, or without terminating this Agreement, may immediately re-enter and possess the Premises by summary proceedings or otherwise, and in any event may dispossess the Manager. In the event of such re-entry, Owner may enter into management agreements with others without being obligated so to do, and in such event may apply the Net Receipts therefrom first to the payment of Owner's expenses (including reasonable attorney fees) incurred by reason of Manager's default, and the expense of entering into another management agreement, including but not limited to the repairs, renovation or alteration of the Premises, and then to the payment of all sums due from Manager hereunder, Manager remaining liable for any deficiency. Manager hereby grants to Owner a lien upon and a security interest in all Gross Receipts and all property of Manager now or hereafter located upon the Premises for the payment of Net Receipts and all other sums due under this Agreement and the performance of all of Manager's other obligations under this Agreement, said lien and security interest to be in addition to any lien in the property of Manager vested in Owner by statute, and Manager agrees that upon any default by Manager hereunder (after any period for cure), Owner may preclude access to and from the Premises until the rights

of Owner in any property of Manager located therein and thereon are adjudicated. Financing statements shall be executed and recorded with respect to said security interest.

B. All remedies available to Owner under this Agreement, at law or in equity, are cumulative and concurrent. No termination of this Agreement nor any taking or recovering of possession of the Premises shall deprive Owner of any of its remedies or actions against Manager for past or future Gross Receipts or other sums due hereunder, nor shall the bringing of any action for Gross Receipts or other default be construed as a waiver of the right to obtain possession of the Premises.

18. Manager's Remedies. Manager represents and warrants to Owner that it has made an adequate inspection of the Premises and agrees to accept the Premises "AS IS, WHERE IS" with no representations having been made by Owner whatsoever as to the condition of the Premises, except as expressly stated otherwise herein.

19. Other Instruments. Manager agrees to execute and deliver to Owner, within five (5) days after written request by Owner made therefore, (i) a subordination in recordable form of this Agreement to the mortgage of any governmental or institutional Lender to Owner or agent of the Owner, (ii) to provide any such Lender or Owner from time to time with written notice confirming the terms of this Agreement and whether or not any default by Manager or Owner exists hereunder, and (iii) such other instruments in recordable form setting forth such terms of this Agreement as are necessary to provide any potential purchaser of all or any portion of the Premises or any Lender to Owner with notice of this Agreement and the status hereof.

20. Subordination, Attornment and Mortgagee Protection. Manager agrees that this Agreement shall be subject and subordinate to any and all Mortgages now or hereafter in existence against the Premises. If any Lender initiates foreclosure proceedings, Manager agrees, upon written request of any such Lender or any purchaser at foreclosure sale, as the case may be, to attorn and pay Gross Receipts to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. Nothing contained in the foregoing shall affect any prior rights of any Lender with respect to the proceeds of any condemnation or eminent domain proceeding (or deed or other instrument in lieu thereof) or of any fire or casualty insurance policies affecting the Premises, or impose upon any Lender any liability for (i) the erection or completion or any alterations or improvements to the Premises, (ii) in the event of damage or destruction to the building or to the Premises by fire or other casualty, for any repairs or restorations, (iii) any default by Owner under the Agreement (occurring prior to any date upon which such Lender shall have become Manager's Owner), or any credits, offsets or claims against Owner or against the Gross Receipts as a result of any acts or omissions of Owner (committed or omitted prior to such date).

"Mortgage" shall mean all mortgages, deeds of trust, and other such encumbrances now, heretofore or hereafter placed upon this Agreement, or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

"Lender" shall mean the holder of any Mortgage at the time in question, whether or not such holder was a Lender to Owner or otherwise acquired the Mortgage.

21. Surrender. Manager shall, concurrently with the expiration of this Agreement or the termination thereof for any reason, peaceably surrender the Premises to Owner in good order, condition and repair. Manager further agrees to assist in preparation for the surrender of Premises by providing successor ample opportunity for the transition. Where appropriate, Manager shall be afforded the opportunity for continued operation of the facility while working with Owner and successor to provide a seamless surrender of the Premises. This shall include providing ingress and egress to the premises during the transition period (not to exceed five (5) days prior to termination of the agreement) and shall permit certain equipment to be prepared for continued operation of the facility with little or no effect to the public. Manager shall remove all owned equipment within 10 days of agreement expiration or termination, unless written approval is secured from Owner for an extension timeframe.

22. Hours of Business. Manager will conduct its business in the Premises on days and during hours generally observed in the theater business in Fayette County, Kentucky, and at such other times as are from time to time determined by Manager acting in good faith for the best interests of the business, except that on weekdays Manager shall not be obligated to open for business prior to 5:30 p.m.

23. Continuous Occupancy. Manager acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to Owner in the maintenance of Gross Receipts. Manager therefore covenants and agrees that throughout the term of this Agreement it will occupy the entire Premises and operate two first class theaters, as set out herein, and comply strictly with the provisions hereof. Manager acknowledges that Owner is executing this Agreement in reliance thereupon and that the same is a material element inducing Owner to execute this Agreement.

24. Indemnity.

A. Manager agrees to indemnify, hold harmless and defend the Owner from any and all losses or claims, of whatever kind, that arise from or are alleged to have arisen, in whole or in part, from the Manager's execution, performance or breach of this Agreement.

B. Owner agrees to indemnify, hold harmless and defend the Manager from any and all losses or claims, of whatever kind, that arise from or are alleged to have arisen, in whole or in part, from the Owner's execution, performance or breach of this Agreement.

C. The word "losses" in this paragraph 25 includes, but is not limited to, all losses, of whatever kind, resulting from hazardous substances, within the meaning of any federal, state or local law, rule, regulation or ordinance, including, but not limited to, The Comprehensive Environmental Response Compensation Act ("CERCLA") and Resource Conservation and Recovery Act ("RCRA").

25. Insurance.

Manager shall procure and maintain at its expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Manager, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Form Number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" from CG-0001) (Ed. 01/96).

(2) Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto".

(3) Workers' Compensation Insurance as required by the Kentucky Revised Statutes.

(4) Commercial crime.

B. Minimum Limits of Insurance. Manager shall maintain limits no less than:

(1) General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Kentucky Revised Statutes.

(4) Commercial Crime: \$20,000.00.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages.

(a) Owner, its agents, employees and officials are to be covered as an insured respects: liability arising out of activities performed by or on behalf of the Manager; Builder's Risk; products and completed operations of the Manager; premises owned, occupied or used by the Manager; or automobiles owned, leased, hired or borrowed by the Manager.

(b) The Manager's insurance coverage shall be primary insurance as respects Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Manager's insurance and shall not

contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner.

(d) Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against Owner for losses arising from work performed by the Manager for Owner.

(3) All Coverages. Each insurance policy required by paragraph 26 shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to Owner, Division of Risk Management.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A VIII.

E. All insurance policies shall conform to policies and requirements of and be filed with Owner's Division of Risk Management. Any questions regarding these insurance requirements should be directed to the Division of Risk Management.

26. Force Majeure.

a. Definition: "Force majeure" shall mean any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part use of the Premises as a theater or which renders such use of the Premises so difficult or costly as to be commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of force majeure: acts of state or governmental action, orders, legislation, regulations, restrictions, priorities, or rationing, riots, disturbance, war (declared or undeclared), strikes, lockouts, slow-downs, prolonged shortage of energy supplies, interruption of transportation, embargo, inability to procure or shortage of motion picture products, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

b. Notice: Upon giving three (3) days written notice to the other party, a party affected by an event of force majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of force majeure. Such notice shall include a description of the nature of the event of force majeure, and its cause and possible consequences. The party claiming force majeure shall promptly notify the other party of the termination of such event.

c. Confirmation: The party invoking force majeure shall provide to the other party confirmation of the existence of the circumstances constituting force majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute force majeure.

d. Suspension of Performance: During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of force majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

e. Termination: Should the period of force majeure continue for more than three (3) consecutive months, either party may terminate this Agreement without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

27. Owner's Use of Premises.

a. Manager agrees that Owner shall have exclusive use of either the Kentucky Theater, the State Theater, or both Theaters for any purpose at the following times:

i. Upon thirty (30) days written notice, on any twelve (12) days per calendar year during the Management Term (and proportionately for a fraction of a calendar year) except any Friday, Saturday or Sunday, and except on New Year's Eve and Day, Christmas Eve and Day, Thanksgiving Day, the Fourth of July, Labor Day, and Memorial Day, between the hours of 5:00 p.m. and 12:00 a.m.

ii. Manager will work with the Owner to explore various options to extend the Owner's use of the premises for a limited number of events on Fridays, Saturdays or Sundays between the hours of 6:00 a.m. and 12:00 a.m. if desired. That the two parties will come to a mutual agreement on the terms, regular operations and mission of the Facility and the Management's use. Number of prime days (i.e. Friday, Saturday, Sunday) Manager is willing to make available for Owner's use in addition to required terms as stated in paragraph 28A: _____.

iii. Upon ten (10) days written notice, on any weekday (Monday through Friday) during each calendar year (and proportionately for a fraction of a calendar year) during the Management Term, between the hours of 6:00 a.m. and 5:00 p.m., when the Manager does not have scheduled plans to use the Premises.

b. At the times referred to in paragraphs 28A (1) and (2) above, the Manager agrees to make the Premises and two (2) of Manager's employees available to the Owner as necessary at no cost to the Owner. The Manager's employees shall work under the direction of the Owner and fully cooperate with the Owner;

c. The Owner shall pay the Manager no fee for use of the Premises at any of the times set forth in paragraph 28A above.

d. All Gross Receipts, as defined in this Agreement, generated before, after, during, or attributable to the Owner's use of the Premises at any time set forth in paragraph 28A (1), (2) or (3) shall be payable to the Owner, and the Manager shall be entitled to no part of said Gross Receipts generated by the Owner's use, and said Gross Receipts generated from the Owner's use shall be deducted from all other Gross Receipts for purposes of payment of a percentage of Gross Receipts pursuant to paragraph 6A above. Manager shall be entitled to reimbursement for any of its inventory or supplies used or sold by Owner to generate such Gross Receipts.

At all times referred to in this paragraph 28 when the Owner is using the Premises, the Owner shall include the Manager as an insured under the general liability coverages of the Owner's self-insurance policy, Policy No. S.I. 1174-914-88, which coverage shall be excess of the general liability coverages the Manager is required to provide in paragraph 26B(1) above or in excess of any other good, valid and collectible insurance that the Manager has in force. Owner's insurance, as set forth in this paragraph, shall not contribute with Manager's insurance.

28. Default. If Owner has defaulted on any of its obligations hereunder, such default shall be cured within ten (10) days of Owner's receipt of written notice of such default, except that if such default cannot, with due diligence on the part of Owner, be cured within such ten (10) day period, same shall not be an event of default if, within the ten (10) day period, Owner uses its best efforts to proceed to cure same, and thereafter continuously and diligently prosecutes such cure.

29. Waiver. The failure on the part of Owner to insist in any instance upon a strict observance by the Manager of any provision of this Agreement shall not be construed as a waiver of that or any other provision of this Agreement, nor shall it diminish the right of Owner to demand of Manager and/or Guarantors' compliance therewith on any other occasion.

30. Notice. All notices from Owner to Manager hereunder shall be sufficient if delivered in writing or sent by registered or certified United States mail to the following address:

**Friends of the Kentucky Theatre
Attn: Lisa Meek
1103 Richmond Road #101
Lexington, KY40502**

All notices from Manager to Owner hereunder shall be sufficient if actually delivered in writing or sent by registered or certified United States mail to the following address:

***LFUCG, Department of General Services
200 Eat Main Street, 4th Floor
Lexington, KY 40507
Attention: Sandra Lopez***

***Or Via Email at:
slopez@lexingtonky.gov***

A notice mailed in accordance with the provisions of this paragraph shall be deemed to have been given when mailed. Either party may change its address for the purpose of this paragraph by giving notice in writing to the other party of such change in accordance with this paragraph.

31. Successors and Assigns. The covenants, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and to inure to the benefit of their respective heirs, executors, administrators, successors and permitted assigns.

32. Pronouns. As used herein, when the sense requires, pronouns in any gender shall include any other gender, pronouns in the singular shall include the plural, and pronouns in the plural shall include the singular.

33. Fiscal Year. As used herein, the term "fiscal year" shall be July 1 of any year through June 30 of the following year.

34. Captions. The captions to the paragraph of this Agreement are inserted for convenience only and shall be ignored in interpreting its provisions.

35. Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Kentucky in all respects, including all matters of construction, validity and performance.

36. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such remaining terms, covenants or conditions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

37. Entirety of the Agreement. This instrument contains the final, complete and exclusive agreement between the parties, and no statements, promises or inducements made by any party hereto, or by an agent of any party hereto, which is not contained in this Agreement shall be valid or binding; and no modification, variation or amendment of this Agreement shall be of any force unless such modification, variation or amendment is in writing and has been signed by all the then parties to this Agreement.

38. Exhibits. The exhibits to this Agreement are an integral part hereof and by this reference as incorporated herein as though fully set forth herein.

39. Regulations. The Owner and the Manager agree that this Agreement is and any subsequent agreement entered into by the parties shall be subject to the terms of Revenue Proceeding 82-14, as modified by the Tax Reform Act of 1986, or any other superseding guidance concerning management contracts issued by the Internal Revenue Service.

40. Hazardous Materials. Manager will not discharge, release, dispose of or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by the Manager will be removed at Manager's expense in the manner required by law from the Premises and disposed of in compliance with federal, state and local laws and regulations. If at any time Manager fails to comply with the terms of this Section, Owner may remedy such default and Manager must fully reimburse Owner for any cost or expense it incurs in so acting within ten (10) days of receipt of written notice from Owner.

IN WITNESS WHEREOF, witness the signatures of the parties hereto effective
as of the _____ day of _____, 2021.

OWNER: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST: _____,
COUNCIL CLERK

MANAGER: FRIENDS OF THE KENTUCKY THEATRE

BY: *[Signature]*

TITLE: Co-chair

BY: *[Signature]*

TITLE: Co-chair

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

EXHIBIT A – Facility Floor Plan

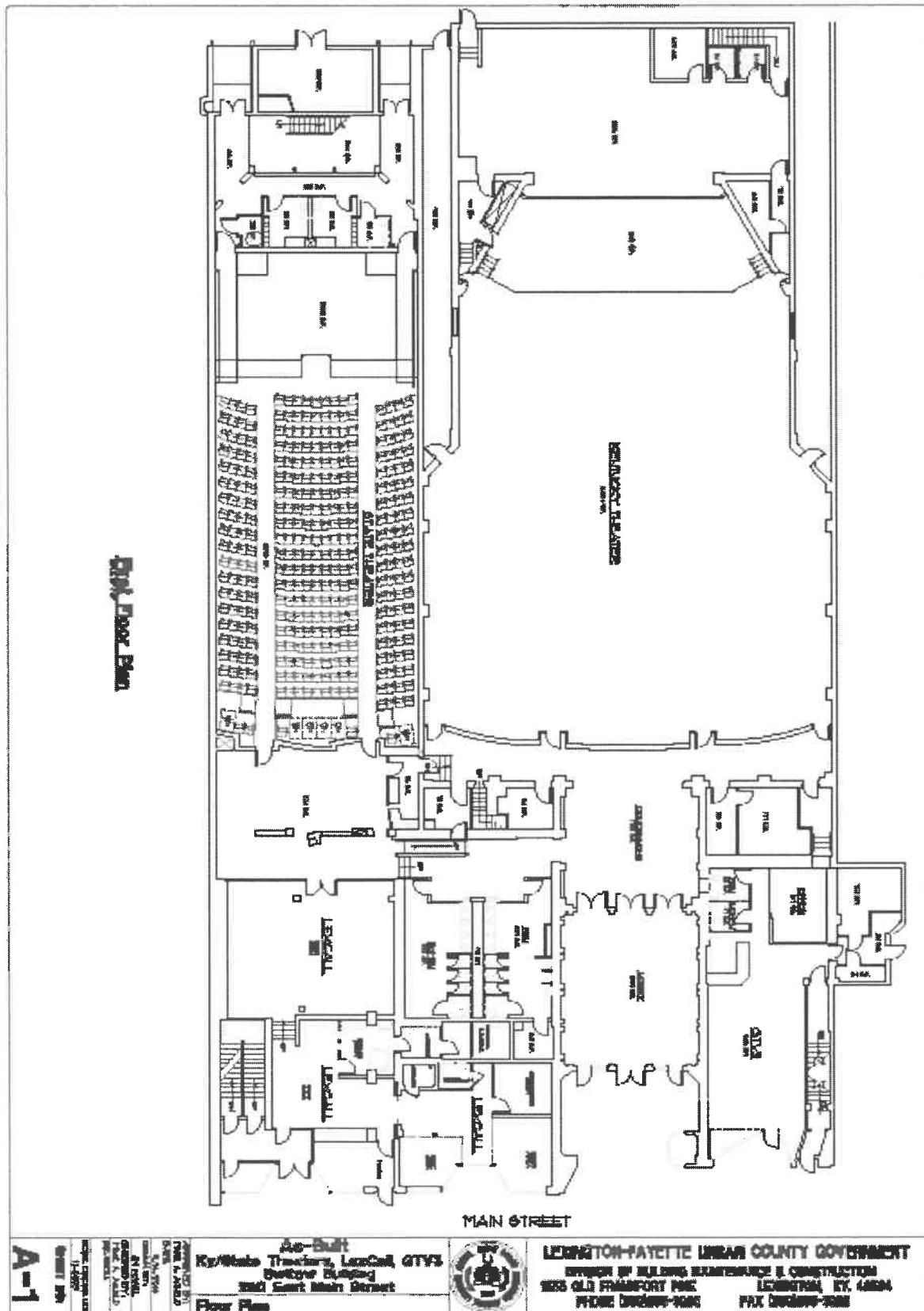


EXHIBIT B – Monthly Revenue Report

A monthly report must be completed and submitted to LFUCGH, Department of General Services, providing detailed revenue information via an Excel data sheet. The Excel file will be available to the successful bidder.

Month:		Ticket Sales						Non Ticket Revenue					Total Non Ticket Revenue (Exclude Tax)
Date	Day	KY Theater			State Theater			Concession		Other			
		Box Office	Box Office Tax	No. of Tickets Sold	Box Office	Box Office Tax	No. of Tickets Sold	CONC	Conc. Tax	PASS	Refunds	*Alcohol	
1													\$0.00
2													\$0.00
3													\$0.00
4													\$0.00
5													\$0.00
6													\$0.00
7													\$0.00
8													\$0.00
9													\$0.00
10													\$0.00
11													\$0.00
12													\$0.00
13													\$0.00
14													\$0.00
15													\$0.00
16													\$0.00
17													\$0.00
18													\$0.00
19													\$0.00
20													\$0.00
21													\$0.00
22													\$0.00
23													\$0.00
24													\$0.00
25													\$0.00
26													\$0.00
27													\$0.00
28													\$0.00
29													\$0.00
30													\$0.00
31													\$0.00
Total		\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT C

FACILITY INSPECTION REPORT

FACILITY QUARTERLY INSPECTION REPORT

INSTRUCTIONS: Form is used to record results of facility inspections. The condition of area(s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Deficiency shall be noted and Manager (or designee) shall be provided copies of the inspection. Data collected shall be used for process improvement and to help drive continuous improvement.

RATING SYSTEM: All inspections shall have deficiencies identified & addressed as directed by Owner. Manager shall create a Corrective Action Plan and track recurring deficiencies. Manager and Owner shall review plan and monitor continuous improvement efforts, whereas repeat deficiencies shall receive priority status. Dependent upon type deficiency noted, two or more constitute inspection failure. Any life-safety issue constitutes inspection failure.

Facility Name: Kentucky & State Theaters	Inspection Time:	Date:
Address: 212 - 214 East Main Street	Inspected By:	

Area	Sat.	Unsat.	Comment
Public Areas			
Exterior, Doors, Windows, Ticket Booth,..			
Floors (vacuumed, swept, mopped, buffed)			
Water Fountains, sinks, countertops			
Trash Cans (spills/dirt, ..)			
Theater seats Condition (Clean, damage,..)			
Theater Lighting (Aisle, general, specialty)			
Walls & Doors (clean and in good condition)			
Other (Specify)			
OFFICES/STORAGE ROOMS:			
Floors (vacuumed, swept, mopped, buffed,..)			
Walls & Doors (clean and in good condition)			
Trash Cans (spills/dirt, ..)			
Other (Specify)			
RESTROOMS:			
Toilets, urinals, including base			
Sinks, partitions, mirrors, wall fixtures			
Soap dispensers (clean/replenished)			
Floors (vacuumed, swept, mopped, buffed)			
Trash Cans (spills/dirt, ..)			
CONCESSION AREAS			
Trash Cans: Clean free of spills/dirt			
Concession equipment clean and operating correctly g Other (Specify)			
Floors (vacuumed, swept, mopped, buffed,..)			
Concession equipment clean and operating correctly			
Drink Fountains (clean, maintained)			
Refrigerated Units (Clean and Operational)			
Countertop (Clean, free of debries..)			
Other (Specify)			

LFUCG Standards must be maintained at all times. All custodial deficiencies are required to be corrected within 8 hrs from the time of inspection. All life-safety deficiencies are to be corrected immediately. All other deficiencies are to be corrected as directed by OWNER, not to exceed 10 days.

Work locations listed on this report are not representative of complete scope of work. Work performed should comply with bid specifications. Deficiencies in work locations not specifically listed on this report but included in bid specifications will be classified under "Other" category

Corrective Action Plan and track recurring deficiencies. Manager and Owner shall review plan and monitor continuous improvement efforts, whereas repeat deficiencies shall receive priority status. Dependant upon type deficiency noted, two or more constitute inspection failure. Any life-safety issue constitutes inspection failure.

Additional Comments:

EXHIBIT D - MAINTENANCE SCHEDULE

Service	Frequency of Service
Public Areas Flooring (Carpet)	
Spot Vacuum carpet	Daily
Spot Treat carpet (spills)	Daily
Vacuum carpet	Bi-Weekly
Clean door mats and landing	Bi-Weekly
** Shampoo carpet	Quarterly
** Extract "steam clean" carpet	Annually
Public Areas Flooring (Hard Floors)	
Dust and damp mop hard floors	Daily
Sweep, empty ashtray & trash containers	Daily
** Mop, wax, and buff hard floors	Monthly
** Strip, seal, refinish, machine polish hard surface	Quarterly
Restrooms	
Refill all soap dispensers	Daily
Empty and clean waste containers, insert liners	Daily
Clean and sanitize all fixtures	Daily
Damp mop floor and baseboards with germicidal solution	Daily
Replenish toilet tissue, paper towels, toilet seat liners, and feminine hygiene dispensers	Daily
Report defective soap dispensers or any items that need repair to management.	Daily
Clean and polish all metal and mirrors	BI-Weekly
Spot clean walls, areas around fixtures, doors	BI-Weekly
Dust all surfaces and ledges, including vents	Monthly
Wash and sanitize walls and partitions	Monthly
Miscellaneous	
Empty all master and public trash containers in hallways, insert new liners	Daily
Clean and sanitize drinking fountains	Daily
Spot clean interior and exterior glass doors	Daily
Pick up full recycle bags, deposit in appropriate bins	Daily
Inspect and replace <u>all</u> bulbs as needed.	Daily
Clean and sanitize sink and counters	Daily
Empty private trash	BI-Weekly
Clean interior windows (inside exterior walls)	BI-Weekly
Spot clean doors, door frames, counters, handles and railings	Bi-Weekly
Dust all surfaces and ledges, including vents	Monthly
Clean smudge marks	Monthly
* Provide preventive maintenance for all AV/projector units	Per Manufacturer's Recommendation
* Conducted & funded by Management Group - Factory Authorized technician used.	
** Conducted by outside contractor. Funded by Management Group with copies of paid invoices submitted to LFUCG.	



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0956-21

File ID: 0956-21

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 09/20/2021

File Name: Request Council authorization to execute Change
Order No. 2 with ATS Construction for the Town
Branch Trail Phase 6, increasing the contract price by
the sum of \$239,388.75 from \$3,908,798.25 to
\$4,148,187.00.

Final Action:

Title: Authorization to execute Change Order No. 2 with ATS Construction for the
Town Branch Trail Phase 6, increasing the contract price by the sum of
\$239,388.75 from \$3,908,798.25 to \$4,148,187.00. Funds are budgeted.
(L0956-21) (Burton/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: 21-blue sheet memo ATS CO No. 2, CO No. 2 - TBT6,
Change Order No. 2 - Approved

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

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 0956-21

Title

Authorization to execute Change Order No. 2 with ATS Construction for the Town Branch Trail Phase 6, increasing the contract price by the sum of \$239,388.75 from \$3,908,798.25 to \$4,148,187.00. Funds are budgeted. (L0956-21) (Burton/Albright)

Summary

Authorization to execute Change Order No. 2 with ATS Construction for the Town Branch Trail Phase 6, increasing the contract price by the sum of \$239,388.75 from \$3,908,798.25 to \$4,148,187.00. Funds are budgeted. (L0956-21) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 9/20/2021

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3225-90313

This Fiscal Year Impact: \$239,388.75

Annual Impact: \$0

Project: TOWN_TGER_2017

Activity: CONST

Budget Reference: 2017

Current Balance: \$2,197,002.53 in all activities



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: SEPTEMBER 20, 2021

**SUBJECT: Authorization to execute Change Order No. 2 with ATS Construction for the
Town Branch Trail Phase 6**

Request: Authorization to execute Change Order No. 2 with ATS Construction for the Town Branch Trail Phase 6, increasing the contract price by the sum of \$239,388.75 from \$3,908,798.25 to \$4,148,187.00.

Why are you requesting? On February 6, 2020 (Ordinance 045-2020) Council approved awarding L-M Asphalt Partners Ltd. d/b/a ATS Construction the contract for construction of the Town Branch Trail Phase 6. On July 6, 2021 Council approved Change Order No. 1 to increase contract \$54,311.29 to increase the size of the trailhead parking lot. The LFUCG Division of Engineering needs this action for safety improvements along the property line with RJ Corman Railroad from Forbes Road to Thompson Road, modular curb along Manchester Street between the Norfolk Southern Railroad overpass and Oliver Lewis Way, and to cover additional rock excavation for a water line. Details of the changes are shown in the attached Change Order forms.

What is the cost in this budget year and future budget years? The cost for FY22 is \$239,388.75. No costs are anticipated in future budget years.

Are the funds budgeted? Yes, 3160-303202-3225-90313; TOWN_TGER_2017 CONST

File Number: 0956-21

Director/Commissioner: Burton/Albright



Page 1

L-M Asphalt Partners (dba ATS Construction)
3009 Atkinson Ave.
Lexington KY 40509

Date:	August 17, 2021	
Project:	Town Branch Trail 6 / Manchester & Forbes Turn Lanes	
Location:	Manchester St.	
Contract No.	003-2020	
Original Contract Amt.	\$3,854,486.96	
Cumulative Amount of Previous Change Orders	\$54,311.29	
Percent Change - Previous Change Orders		1.41%
Total Contract Amount Prior to this Change Order	\$3,908,798.25	
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
	See Attached Sheet		
	Total decrease	\$50,370.00	
	Total increase		\$289,758.75
	Net Amount of this Change Order	\$239,388.75	
	New Contract Amount Including this Change Order	\$4,148,187.00	
	Percent Change - This Change Order		6.21%
	Percent Change - All Change Orders		7.62%

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

Recommended by Dr. G. S. S. S. S. (Proj. Engr.) Date 8-11-21

Accepted by 24 (Contractor) Date 9-2-21

Approved by  (Director) Date 9/10/21

Approved by Ymay Albusat
(Commissioner) Date 9/13/21

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CHANGE ORDER

DATE:	August 17, 2021
-------	-----------------

August 17, 2021

CHANGE ORDER

Change Order #: 2

2	
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Page 2

CONTRACT #: 003-2020

003-2020

Project:

Town Branch Trail 6 / Manchester & Forbes Turn Lanes

You are hereby requested to comply with the following changes from the contract plans and specifications;

[illegible]

JUSTIFICATION FOR CHANGE

PROJECT:	Town Branch Trail 6 / Manchester & Forbes Turn Lanes
CONTRACT NO.	003-2020
CHANGE ORDER:	2

1. Necessity for change:
 -Improve safety along the property line with RJ Corman Railroad from Forbes Road to Thompson Road and along Manchester Street between the Norfolk Southern Railroad overpass and Oliver Lewis Way.
 -Additional rock excavation for the water line installation at to avoid an un-mapped utility.
2. Is proposed change an alternate bid? ___ Yes ___ X ___ No
3. Will proposed change alter the physical size of the project? ___ Yes ___ X ___ No
 If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___ Yes ___ X ___ Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___ Yes ___ X ___ No
 If "Yes", will the policies be extended? ___ Yes ___ No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

 Mayor

 Date

CONTRACT HISTORY FORM

CO #1

Project Name: Town Branch Trail Phase 6 / Manchester & Forbes Turn Lanes

Contractor: L-M Asphalt Partners (dba ATS Construction)

Contract Number and Date: 003-2020 2/6/2020

Responsible LFUCG Division: Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 3,854,486.96
Next Lowest Bid Amount: \$4,396,138.40

B. Amount of Selected Alternate or Phase: \$ _____

C. Cumulative Amount of All Previous Alternates or Phases: \$ _____


D. Amended Contract Amount: \$ 3,854,486.96


E. Cumulative Amount of All Previous Change Orders: \$ 54,311.29 1.4%
(Line E / Line D)


F. Amount of This Change Order: \$ 239,388.75 6.2%
(Line F / Line D)

G. Total Contract Amount: \$ 4,148,187.00

SIGNATURES

Project Manager: 

Reviewed by: 

Division Director: 

Date: 9-8-21

Date: 09/09/21

Date: 9/10/21

KENTUCKY TRANSPORTATION CABINET

Local Public Agency (Department of Highways Funding)

CHANGE ORDER

lpa-DOH-chgord
Mod 07/2/10

Page

Contract ID

Change Order No

Contractor L-M Asphalt Partners (dba ATS Construction)

Contractor

Address 3009 Atkinson Ave. Lexington Ky 40509

Project Sponsor

County

Project Number

Project Name

LFUCG

Fayette

TGR 3003 (341)

Town Branch Trail Phase 6

Proposed Changes in Connection with Contract Items:

Item No.	Bid Item #	Description	Quantity	Unit	Unit Price	Amount
65		FLEXIBLE DELINEATOR POSTS	27.000	EACH	50.00	1,350.00
64		LINEAR FLEXIBLE DELINEATORS	-438.000	LF	115.00	-50,370.00
17		ROADWAY EXCAVATION (RR SAFETY IMPROVM	1,500.000	CY	38.18	57,270.00
67		FENCE 6 FT CHAIN LINK	1,400.000	LF	75.00	105,000.00
46		SEEDING AND PROTECTION	1,750.000	SY	0.85	1,487.50
Total for this Page						114,737.50
Total for Continuation Page(s)						
Total Contract Items						114,737.50

Proposed Items of Supplemental Agreement:

Ref. No.	Bid Item #	Description	Quantity	Unit	Unit Price	Amount
		PRECAST CURB	1,240.000	LF	43.00	53,320.00
		WATER LINE - ADDITIONAL BORE DEPTH	4,331.250	LS	1.00	4,331.25
		FENCE GATE	7,000.000	EACH	1.00	7,000.00
		CLEARING AND GRUBBING	60,000.000	LS	1.00	60,000.00
Total for this Page						124,651.25
Total for Continuation Page(s)						
Total Supplemental Agreement						124,651.25
Total Increase Amount						\$ 239,388.75

Time Extension/Explanation:

No additional days

Reasons for Proposed Changes:

The change order is for the following:

- Safety improvements along the property line with RJ Corman Railroad from Forbes Rd. to Thompson Rd. This includes clearing and grubbing, removal of dilapidated fence, removal of concrete barrier blocks, regrading and redressing of slopes and placement of a new fence.
- Installing modular curb in the buffer zone for the on road section of trail.
- Additional rock excavation for the water line installation at to avoid an un-mapped utility.

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

LM Asphalt Partners dba ATS Construction

Contractor

By: Harry L Burchett VP

7/13/21

Date

Requested

Owner

DATE

Requested

Project Engineer

DATE

Recommended

Chief District Engineer

DATE

Recommended

Deputy State Highway Engineer

DATE

Approved

LPA Signature Authority

DATE

Director of Project Management

Title

DATE

Approved

State Highway Engineer

DATE

KENTUCKY TRANSPORTATION CABINET

Page

**Local Public Agency (Department of Highways Funding)
CHANGE ORDER**

Contract ID		Project Sponsor	LFUCG
Change Order No	#2	County	Fayette
Contractor	L-M Asphalt Partners (dba ATS Con	Project Number	TGR 3003 (341)
Contractor		Project Name	Town Branch Trail Phase 6
Address	3009 Atkinson Ave. Lexington Ky 40509		

Reasons for Proposed Changes:



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0957-21

File ID: 0957-21

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 09/20/2021

File Name: Request Council authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food

Final Action:

Title: Authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs, subject to the availability of sufficient funds in FY 2022. Budget amendment in process. (L0957-21) (Rodes/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 21-Bluesheet Memo CACFP, BA 11327

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

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 0957-21

Title

Authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family

Care Center's child care and pre-school programs, subject to the availability of sufficient funds in FY 2022. Budget amendment in process. (L0957-21) (Rodes/Allen-Bryant)

Summary

Authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs, subject to the availability of sufficient funds in FY 2022. Budget amendment in process. (L0957-21) (Rodes/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment 11327 is in process.

Account Number: 3100-606401-6403-75102

This Fiscal Year Impact: \$125,000

Annual Impact: \$0

Project: CHD_CR_FD_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: Budget amendment 11327 is in process.



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: SEPTEMBER 20, 2021

SUBJECT: Child Care Food Program application for the Family Care Center – FY22

Request:

Council authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs, subject to the availability of sufficient funds in FY 2022.

Purpose of the Request:

It is estimated that 35,000 meals will be served during the twelve-month period, beginning October 1, 2021. As of July 1, 2021, the Federal reimbursement rates for free meals are as follows: \$1.97 for breakfast, \$3.66 for lunch, and \$1.00 for a supplement. Approximately 82% of the children enrolled in Family Care Center programs qualify for free or reduced meals.

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

Based upon current enrollment, an estimated \$79,000 in federal funds will be collected. While no match is required, an additional \$46,000 in 2022 General Fund dollars has been budgeted to cover catering costs that exceed actual reimbursement.

Are the funds budgeted? Budget amendment 11327 is in process.

File Number: 0957-21

Director/Commissioner: Rodas/Allen-Bryant



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 09/20/2021 **Status:** Pending Approval **Amend Nbr:** 11327

Business Unit: LFUCG **Journal Date:** 09/20/2021 **Budget Period:** 2022 **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 3100	606401	6403	75102	Food And Household Items	125,000.00	JRODES	059223				

▼ Revenue Accounts					Personalize Find View All  		First	◀	1-2 of 2	▶	Last
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID			
1 3100	606401	6403	44010	Intergovernmental - Federal	79,000.00	JRODES	059223				
2 3100	606401	6403	45911	Transfer From General Service	46,000.00	JRODES	059223				

► **Project/Grant Revenue**

► **Project/Grant Expenditures**

Comments:

To establish grant budget for CHD_CR_FD_2022.

Net Amend Amt: 0.00 

Submit for Approval

Save

Add



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0958-21

File ID: 0958-21

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 09/20/2021

File Name: Request Council authorization to submit an application the Federal Emergency Management Agency (FEMA) requesting funding in the amount of \$287,072 from the Hazard Mitigation Grant Program to overhaul electrical infrastructure at the Division of Streets

Final Action:

Title: Authorization to submit an application to the Federal Emergency Management Agency (FEMA) requesting funding in the amount of \$287,072 from the Hazard Mitigation Grant Program to overhaul electrical infrastructure at the Division of Streets and Roads maintenance and dispatch facilities. Match in the amount of \$37,320 is required, a budget amendment will be completed if the project is approved. (L0958-21) (Dugger/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 21-blue sheet SR Generator, Hazard Mitigation Application - Proposed Project, Hazard Mitigation Application

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

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 0958-21

Title

Authorization to submit an application to the Federal Emergency Management Agency (FEMA) requesting funding in the amount of \$287,072 from the Hazard Mitigation Grant Program to overhaul electrical infrastructure at the Division of Streets and Roads maintenance and dispatch facilities. Match in the amount of \$37,320 is required, a budget amendment will be completed if the project is approved. (L0958-21) (Dugger/Armstrong)

Summary

Authorization to submit an application to the Federal Emergency Management Agency (FEMA) requesting funding in the amount of \$287,072 from the Hazard Mitigation Grant Program to overhaul electrical infrastructure at the Division of Streets and Roads maintenance and dispatch facilities. Match in the amount of \$37,320 is required, a budget amendment will be completed if the project is approved. (L0958-21) (Dugger/Armstrong)

Budgetary Implications: No

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if project is approved.

Account Number:

This Fiscal Year Impact:

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: SEPTMEBER 20, 2021

SUBJECT: Mitigation Grant Emergency Generator

Request: Council authorization to submit an application the Federal Emergency Management Agency (FEMA) requesting funding in the amount of \$287,072 from the Hazard Mitigation Grant Program to overhaul electrical infrastructure at the Division of Streets and Roads maintenance and dispatch facilities. Match in the amount of \$37,320 is required.

Purpose of Request: Kentucky Emergency Management has approved Fayette County's request to apply for Federal funding under the Hazard Mitigation Grant program. The purpose of this funding is to overhaul the electrical infrastructure at the Division of Streets and Roads maintenance and dispatch facilities, to include installation of new electrical panels and back up generator systems. There are currently no back up power capabilities at these facilities to ensure operational continuity during power outages, particularly during snow removal operations. Total cost of the project is \$287,072.

What is the cost in this budget year and future budget years? Total cost of the project is \$287,072. Federal amount (75%) is \$215,304. State agency's share (12%) is \$34,448. Local match of \$37,320 (13%) is required and will be requested in the FY23 budget as grant match. Future years cost are estimated at \$3,000 to \$5,000 for fuel and maintenance.

Are the funds budgeted? A budget amendment will be completed if the project is approved.

File Number: 0958-21

Director/Commissioner: Dugger/Armstrong



Problem the Community Is Facing at the Proposed Project Location

As a merged government, the LFUCG Streets and Roads Division is the only heavy equipment / road clearance division if the City. Lexington has a population in excess of 300,000 people, expanding to over 500,000 during the workday / University of Kentucky sessions. Additionally Lexington is hub for the entire Central / Eastern KY Medical system (Hospitals, Rehabs, outpatient) and the primary response hub for the Bluegrass Emergency Response Team (BERT) which supports HAZMAT, Mass Casualty, Structural Collapse, Animal Rescue, SAR missions across a wide region of Kentucky. Inability to keep our 7 (seven) main arteries passable during emergencies has wide ripple effects in the City, and across the region at large.

Proposed Mitigation Action

Ensuring backup power to the LFUCG Streets and Roads repair facilities will ensure critical equipment can be maintained, repaired, and dispatched in an efficient manner that is responsive to changing tactical circumstances.

Project Location Description

1791 Old Frankfort Pike GEOCOORD: 38.062433 -84.540109

Reason for Submitting Project

This deficiency in capability was identified during the updating of the LFUCG Hazard Mitigation Plan in 2020, and was initiated by our Public Works department in the advent of NOFO for the February / March Ice Storm / Flooding events.

Total Project Cost

\$287,072.00

Federal Share

\$215,304.00

State Share

\$34,448.64

Local Share

\$37,319.36

Funding Source Description

The local match will be provided through the General Fund of the Urban County Government, and supplemented by any applicable fee-based funds in the city.



Federal Emergency Management Agency
Kentucky Division of Emergency Management
Hazard Mitigation Application
INITIATIVE GENERATOR PROJECTS



Applicant _____

Project Location _____
(street, city, county, state, zip code, and lat/long coordinates in decimal format)

Project Title (descriptive) _____

Estimated Project Cost (total) \$ _____

THIS SECTION FOR STATE USE ONLY

DR- _____ - _____

- ☐ Standard HMGP or
- ☒ **HMGP 5% Initiative**
- ☐ FMA
- ☐ Other _____

- ☐ Initial Submission or
- ☐ Resubmission

- ☐ Completeness Checklist
- ☐ State 409 Plan
- ☐ Eligible Applicant

- Project Type(s)**
- ☐ Acquisition/Demolition
 - ☐ Acquisition/Relocation
 - ☐ Elevation
 - ☐ Drainage/Construction
 - ☐ Wind Retrofit
 - ☐ Tornado
 - ☐ Seismic Retrofit
 - ☒ Other Generator

- Community NFIP Status:**
- ☒ Participating Community
 - ID #: _____
 - ☐ CRS Participant
 - ☒ In Good Standing
 - ☐ Sanctioned

State Application ID _____

Date Received _____

State Reviewer _____

Reviewer Phone # _____

Reviewer Fax# _____

Reviewer Email: _____

This application supports Federal Emergency Management Agency (FEMA Region IV) *Hazard Mitigation Grant Program (HMGP)* proposals. Please complete EACH section and provide the supporting documentation requested. If you need assistance with the application, please contact your grant manager.

A. To Fill Out This Application: complete all sections of the main application.

B. Applicant Information

1. Applicant (Organization) _____
2. Applicant Type
☐ State or Local Government ☐ Recognized Indian Tribe ☐ Private Non-Profit
3. County / Counties _____
4. State Legislative district(s) _____ Congressional District(s) _____ Area Development District _____
5. Tax I.D. Number _____ FIPS Code _____ DUNS Number _____
6. Application Point of Contact
☐ Ms. ☐ Mr. ☐ Mrs. First Name _____ Last Name _____
Title _____
Street Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax _____
Email Address _____
7. Application Prepared by: ☐ Ms. ☐ Mr. ☐ Mrs. First Name _____ Last Name _____
Title _____ Telephone _____ Fax _____
8. Chief Executive Officer or Authorized Agent
☐ Ms. ☐ Mr. ☐ Mrs. First Name _____ Last Name _____
Title _____ Telephone _____ Fax _____
Street Address _____
City _____ State _____ Zip Code _____
Email Address _____

NOTE: *If your project is approved, work must begin within 90 days of the obligation of funds.*

I. History of Hazards and Damages

A. Overview of Past Damages/Power Outages:

B. Detailed Damages/Outages:

Date	Level of Event	Damages	Indirect costs (describe)
[e.g. 10/7/89 Evacuation of 58 people.]	50 year flood	Total of \$195,000 in damages to 16 homes in project area	Emergency Services
[e.g. 8/18/92 Evacuation of 108 people.]	100 year flood	Total of \$1,895,000 in damages to 23 homes in project area	Emergency Services

Attach all supporting documentation for history of hazards and past damages.

II. Project Description

A. Project Description / Protection Provided

Describe, in detail, the proposed project. *Your narrative must indicate that there is a reasonable expectation that future damage or loss of life or injury will be reduced or prevented by the activity.*

Describe how the size and specifications of the generator were determined for this site.

Explain how the proposed project will solve the problem(s) and provide the **level(s) of protection** described in Section II, B. **Include the applicable local, state, and federal codes and standards that the project will meet or exceed. Include the depth/dimensions of disturbance and cumulative amounts. If any borrow/fill will be used, the location and coordinates of the source must be included.**

B. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards for which the proposed project will provide power outage protection:
☐ Flood ☐ Wind ☐ Seismic ☐ Other (list) _____

The generator will provide power outage protection in the event of the indicated hazards.

2. Useful life of the project

III. Project Location

Fully describe the location of the proposed project.

A. Site

1. Physical Location

Describe the area and/or population affected/protected by this project; including the geographic area to be protected by the emergency backup power source.

2. Structures Affected

Provide the number of each type of structure (listed below) in the project area. Include **all** structures in project area.

- _____ Residential properties
- _____ Businesses / commercial properties
- _____ Public buildings
- _____ Schools / hospitals / houses of worship

B. National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM)

☐ Attach a copy of the panel(s) from the FIRM, and, if applicable, the Floodway Map. Locate the project site and all structures to scale on the map.

☐ **If the FIRM for your area is not published**, please attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures located to scale on the map.

Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area).

- ☐ VE or V 1-30
- ☐ AE or A 1-30
- ☐ AO or AH
- ☐ A (no base flood elevation given)
- ☐ B or X (shaded)
- ☐ C or X (unshaded)
- ☐ Floodway

C. City or County Map with Project Site and Photographs (check the box to indicate the attached materials)

☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the **generator site marked** on the map.

☐ USGS 1:24,000 topo map with **generator site marked on the map**.

☐ Attach photographs for each generator site. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas, which affect the project site or will be affected by the project.

IV. Scope of Work / Budget

Provide details of all costs of the project.

- You may include a line item for Pre-Award project costs which includes costs associated with application development.
- Archaeological and/or cultural surveys may be required by the SHPO. If required, the costs may be submitted in this budget as part of the Pre-Award project costs.
- You may include a line item for Project Management limited to no more than five (5) percent of total project costs.
- You may add up to 5% of the project costs as contingency, but the contingency line item must be associated with one of the other categories, such as materials.
- Identify line items which will be used as in-kind contribution for the local match.

Please attach a signed letter from each source of local matching funds that demonstrates commitment to providing the necessary funds throughout the implementation of the project. The letter should state: Matching funds availability is part of the contract between the Commonwealth and the sub-recipient, and there are no known budget cycle limitations.

A. Materials

Item	# of Units	Cost per Unit	Total Cost
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B. Labor (Include equipment costs -- please indicate all "soft" or in-kind matches)

Description	# of Units	Cost per Unit	Total Cost
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C. Fees Paid Include any other costs associated with the project

Description of Task	# of Units	Cost per Unit	Total Cost
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Total Estimated Project Cost \$_____

Please provide a description of the cost effectiveness of your proposed initiative project:¹

Please provide a statement describing how the purchase and installation of a generator is a cost effective investment to reduce risk in your community.

¹ Effective FY2010, for 5% Initiative subapplications for HMGP funding, a narrative description of the project's cost effectiveness must be provided in lieu of a Benefit Cost Analysis.

D. Funding Sources

The maximum Federal share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARC, HOME) may not be used for the State or Local match.

Estimated FEMA Share \$ _____ % Of Total

Non-Federal Share

Estimated Local Share \$ _____ % Of Total
(Include In-Kind Value and attach commitment of funds letter)

List Funding Sources _____

Estimated State Share \$ _____ % Of Total
List Funding Sources _____

Estimated Other Agency Share \$ _____ % Of Total

Identify Other Non-Federal Agency _____

Other Non-FEMA Federal Fund \$ _____ **Do Not Include In Total**

Identify Other Federal Agency _____

E. Management Cost Awards

RE: Hazard Mitigation Grant Program Management Costs Interim FEMA Policy #104-11-1

Guidance

1. Management costs are any indirect cost, any direct administrative cost, and any other administrative expenses associated with a specific project.
2. FEMA will provide 100 percent Federal management cost funding up to 5% of the total amount of the Hazard Mitigation Grant Program (HMGP) award.
3. All claimed management costs must be reasonable, allowable, allocable, and necessary as required by 2 CFR Part 200 Subpart E, applicable program regulations, and HMA Guidance (2015).
4. Management cost awards must meet the federal uniform administrative requirements pertaining to records retention, closeout, and audit.

Please choose one:

☐ The subrecipient **IS NOT** claiming management costs associated with their project application in accordance with Interim FEMA Policy #104-11-1

☐ The subrecipient **IS** claiming management cost associated with their project application in accordance with Interim FEMA Policy #104-11-1 and is completing a narrative description and the budget below.

Narrative Description of Management Activities and Costs:

Description of Task/Item	# of Units	Cost per Unit	Total Cost
			.00
			.00
			.00
			.00
			.00
			.00
			.00
			.00
TOTAL			\$.00

List all major timeline milestones for the project:

Master Agreement Process with State	150 days
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Project Closeout/Final Payment	120 days
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TOTAL	DAYS
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
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91	91
92	92
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94	94
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99	99
100	100

1. Running Load (kW) _____
2. Starting Load (kW) _____
3. Is load being stepped in? _____
4. Generator Specified (kW) _____
5. Generator Voltage _____
6. Single or Three Phase _____
7. Type of Controls _____ automatic _____ manual
8. Type of Fuel _____

- **Please attach a manufacturer specification sheet.**

- **Please attach a maintenance plan for the generator. The maintenance plan should include periodically exercising the generator under load, a funding source, and the responsible party for maintenance.**

- Provide a letter from an engineer, licensed electrician or qualified technician indicating the generator will provide the necessary back-up. Provide the qualification if the technician is not an engineer or licensed electrician. You may request this information from your local electricity provider.

V. Alternative Actions

This application cannot be submitted for funding consideration if this section is incomplete.

List **two feasible** alternative projects to mitigate the hazards addressed in the proposed project. (NOTE: One of the alternatives is the "No Action Alternative" in section A).

A. No Action Alternative

Discuss the impacts on the project area if no action is taken.

B. Other Feasible Alternative

Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation measure or a significant modification to the design of the proposed project. Include scope of work, engineering details (if applicable), estimated budget, and the impacts of this alternative proposal.

1. Feasible Alternative Project Description and Scope of Work

Describe, in detail, the alternative project. Also, Explain how the alternative project will solve the problem(s) / provide protection from the hazard(s).

A. Materials

Item	# of Units	Cost per Unit	Total Cost
------	------------	---------------	------------

B. Labor (Include equipment costs -- please indicate all "soft" or in-kind matches)

Description	# of Units	Cost per Unit	Total Cost
-------------	------------	---------------	------------

C. Fees Paid Include any other costs associated with the project

Description of Task	# of Units	Cost per Unit	Total Cost
---------------------	------------	---------------	------------

Total Estimated Project Cost \$_____

2. Feasible Alternative Project Location (if applicable)

- ☐ Attach a map or diagram showing the alternative site in relation to the proposed project site.
- ☐ 2 photographs of alternative site.

Attach copies of each photograph here

Clearly label each photo.

Alternative Actions (Continued)

- C. Alternative Project Funding Sources:** The maximum Federal share for HMGP projects is 75%. The remaining 25% can be State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARC, HOME,) may not be used for the State or Local match.

Estimated FEMA Share \$ _____ % Of Total

Non-Federal Share

Estimated Local Share \$ _____ % Of Total
(Include In-Kind Value)

List Funding Sources _____

Estimated State Share \$ _____ % Of Total

List Funding Sources _____

Estimated Other Agency Share \$ _____ % Of Total

List Other Non-Federal Agency _____

Other Non-FEMA Federal Funds \$ _____ **Do Not Include In Total**

List Other Federal Agency _____

Total Estimated Alternative Project Cost \$ _____

D. Impacts of Feasible Alternative Project

Discuss the impact of this alternative proposal on the project area. Include comments on these issues: Environmental Justice; Endangered Species; Wetlands; Hydrology (Upstream and Downstream Impacts); Floodplain/ Floodway; Historic Issues; Hazardous Materials.

VI. Environmental Documents

The applicant should provide environmental documentation as requested by the grant manager. The state uses a clearinghouse where your application will be reviewed by the different agencies that are concerned with environmental and historical issues. **At a minimum, you must provide photos of the proposed project site/s (clearly labeled and with lat/long coordinates), an aerial overview of the area, and a DFIRM with the project site/s indicated.**

VII Maintenance Agreement

NOTE: Applicants whose proposed project involves the purchase and installation of a generator must sign the following agreement.

_____ hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of the approved generator. Routine maintenance shall include, but not be limited to, having a maintenance plan that specifically lists maintenance requirements. This will be written under the guidance of the generator manufacturer, so that the maintenance requirements are specific for the type of generator the community is purchasing. This plan will also include the process for regular maintenance to ensure proper electrical connection, testing, and upkeep to the generator. It is understood that the maintenance of the approved generator shall continue for the operational life of the generator.

The purpose of this agreement is to make clear the Subrecipient's maintenance responsibilities following project award and to show the Subrecipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal, State and Local laws or regulations and which are in force on the date of project award.

Signed by _____ (printed or typed *name of signing official*) the duly authorized _____ (title) of _____ (name of applicant), certified this _____ day of _____, _____.
(Month) (Year)

Signature of Chief Executive Officer/date:

VIII Executive Officer Certification of Application

The undersigned does hereby submit this application for financial assistance in accordance with the Federal Emergency Agency's *Hazard Mitigation Grant Program* and the State Hazard Mitigation Administration plan and Certifies that the applicant (i.e. organization, city, or county) will fulfill all requirements of the program as contained in applicable Federal regulations and program guidelines, and that all information contained herein is true and correct to the best of our knowledge.

I certify that the information and data submitted in support of this application is, to the best of my knowledge and belief, true, accurate, complete, and correct.

_____ the duly authorized
(Print or type name of Chief Executive Officer)

_____ For _____
(Title) (Applicant)

Signature _____ Date _____

IX Designation of Applicant's Agent Resolution

Be it resolved by _____ (Governing Body) of _____ (Public Entity) that _____* (Name of Incumbent) _____ (Official Position) OR

_____*(Name of Incumbent), Governor's Authorized Representative, is hereby authorized to execute for and in behalf of _____, a public entity established under the laws of the State of Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President Disaster Relief Fund.

That _____ a public entity established under the laws of the State of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurance and agreements printed on the reverse side hereof.

Passed and approved this _____ day of _____, 200 _____.

(Name and Title)

(Name and Title)

(Name and Title)

CERTIFICATION

I, _____, duly appointed and _____ (Title) of _____ (Public Entity), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ (Governing Body) of _____ (Public Entity).

On the _____ day of _____, 200 _____

Date: _____

(Official Position)

(Signature)

* Name of incumbent need not be provided in those cases where the governing body of the public entity desires to authorize any incumbent of the designated official position to represent it.

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines, and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural-al engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grant or agency may
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial as-assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, P.L. 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assurance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such proper-ties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

Signed by Chief Executive Officer or Applicant's Agent

STATE ASSURANCES

DATE

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

Attach continuations or additional items to this page

01-22-2001-RIV-HMGP