

# Professional Services Agreement

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This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is dated November 19, 2025 by and between **NewGen Strategies and Solutions, LLC** ("Consultant"), with offices at 2875 S Orange Ave., Suite 500-1905, Orlando, FL 32806 and Lexington-Fayette Urban County Government ("Client"), with a mailing office at 200 E Main St., Lexington, KY 40507.

**NOW, THEREFORE** in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Consultant and Client agree Consultant will perform services as described in Exhibit A – Scope of Services.
2. **Independent Contractor:** Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
3. **Standard of Care:** Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
4. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
5. **Fee for Services:** The fee for services associated with Exhibit A will be based the percentage of the project that has been completed as of the date of its monthly invoice plus all reasonable expenses directly related to the services furnished under Exhibit A, or as otherwise set forth in Exhibit A.
6. **Payment:** Client shall pay Consultant for services furnished under this Agreement upon

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submission of monthly invoices in an amount equal to the percentage of the project that has been completed. Additionally, Client shall reimburse Consultant monthly for reasonable expenses at cost and at cost plus 10% for the services of any Subconsultant. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

**Remit Payment To:** 275 W. Campbell Road, Suite 440 Richardson, TX 75080. Contact Gretchen Zimmerman at 972-680-2000 for ACH Payment Information.

7. **Indemnity:** To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client and its directors, officers, shareholders and employees from and against any liability (including without limitation, reasonable costs and attorneys' fees) incurred by Client to the extent caused by Consultant's negligent acts, errors or omissions, including judgments in favor of any third party.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its directors, officers, shareholders, employees and subconsultants from and against any liability (including, without limitation, reasonable costs and attorney's fees) incurred by Consultant to the extent caused by Client's negligent acts, errors or omissions, including judgments in favor of any third party. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Client.

8. **Reperformance of Services:** If Client believes any of the services provided under this Agreement do not comply with the terms of this Agreement, Client shall promptly notify Consultant to permit Consultant an opportunity to investigate. If the services do not meet the applicable standard of care, it will promptly reperform the services at no additional cost to Client, including assisting Client in selecting remedial actions. If Client fails to provide Consultant with prompt notice of non-compliance and an opportunity to investigate and reperform its services, Consultant's total obligation to Client will be limited to the costs Consultant would have incurred to reperform the services.

9. **Insurance:** Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client:

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Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

10. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.
11. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater. This section shall not apply to property damage or personal injury caused by the willful conduct of Consultant's employees while on Client's property.
12. **No Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
13. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.
14. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operation expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost. This section does not apply to the

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cost of Consultant performing the Scope of Services.

15. **Safety and Security:** Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to non-binding arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.
18. **Non-Solicitation:** Consultant and Client mutually agree that during the term of this Agreement and for a period of one (1) year after any termination, the parties agree not to solicit the other entity's employees related to this Agreement. This clause does not apply where an employee seeks employment in response to an advertisement placed into the public domain for a specific position or other general recruitment activities.
19. **Miscellaneous:**
  - a. This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
  - b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed or when read receipt is transmitted and received by client if sent via email to the address below:



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Client: Lexington-Fayette Urban County Government  
Attention:  
Email Address:  
Address:

Consultant: NewGen Strategies and Solutions, LLC  
Attention: Allison Trulock  
Email Address: atrulock@newgenstrategies.net  
Address: 2875 S Orange Ave., Suite 500-1905  
Orlando, FL 32806

Copy To: Gretchen Zimmerman  
NewGen Strategies and Solutions, LLC  
275 W. Campbell Road, Suite 440  
Richardson, TX 75080  
gzimmerman@newgenstrategies.net

- c. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.
- d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- e. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.
- f. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- g. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.
- h. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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IN WITNESS WHEREOF, the Parties have signed this Agreement the date first written above.

### CLIENT

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### NewGen Strategies and Solutions, LLC

Signature Allison Trulock

Name Allison Trulock

Title Managing Director – Solid Waste Practice

Date 11/19/2025

Exhibit A – Scope of Services

November 18, 2025  
via email to: [abaldon@lexingtonky.gov](mailto:abaldon@lexingtonky.gov)

Mr. Antonio Baldon, Director  
City of Lexington  
LFUCG Division of Waste Management  
675 Byrd Thurman Dr.  
Lexington, KY 40510

**Subject: Proposal to Conduct a Collection Efficiency Study with Ordinance Review**

Dear Mr. Baldon:

NewGen Strategies and Solutions, LLC (NewGen) appreciates the opportunity to provide our proposal to conduct a Collection Efficiency Study with Ordinance Review (Study) for the City of Lexington (City). The purpose of this letter proposal is to describe the proposed scope of services, estimated fees and general timing to assist the City in completing this Study. We have also provided an overview of NewGen, similar recent work experience, as well as brief biographies of anticipated key team members. Full resumes and client references can be provided at the request of the City.

## **NEWGEN INTRODUCTION**

Founded in 2012, NewGen is a management and economic consulting firm specializing in serving the utility industry. We provide strategic and financial planning services to a variety of clients including municipalities, counties, councils of governments, regional planning agencies, state agencies and commissions. Our expertise includes strategic, operational, and financial planning for solid waste, water, wastewater, electric, and natural gas utilities. We recognize the need for strategic intent behind our clients' actions by applying the latest market insights, technologies, and tactics to support our recommendations. Our results empower decision-makers to implement sound public policy, incorporating community input, market direction, and regulatory mandates.

NewGen works with local governments providing solid waste services to develop comprehensive operational and financial strategies to manage their costs while continuing to offer additional services or improve the current services provided. Our approach to operational reviews, cost of service and rate design studies, financial feasibility and market research studies, strategic plans, stakeholder outreach, ordinance reviews, and procurement assistance services support our clients' successful implementation, management, and monitoring of a portfolio of programs. We advocate a "triple bottom line" approach to evaluations and assessments, considering the environmental, social, and economic impacts of potential changes to a solid waste system. Finding the right balance of environmental stewardship, social equity and acceptance, and economic viability is paramount to realistic and implementable changes. We execute each assignment considering the triple bottom line of sustainability impacts as well as direct impacts on the client such as





administrative complexity, social responsibility, legal/regulatory considerations, operational impacts, and financial sustainability.

It is NewGen's mission to become a trusted advisor to our clients. Many of NewGen's current employees have worked together for many years at other consulting firms prior to joining NewGen – some for as long as 30 years. Therefore, we have a long, successful work history and a demonstrated ability to complete projects on time and with deliverables that withstand public, stakeholder, and regulatory scrutiny.

## RECENT SIMILAR PROJECTS

The following table provides a list of recent and relevant projects with similar elements to those being requested by the City. Full project descriptions and client references are available upon request.

Client	Project Description
Alton, TX	Collection Efficiency Study
Avondale, AZ	Solid Waste Collection Operations Consulting Services
Cleburne, TX	Collection Efficiency Study
Greensboro, NC	Automated Cart Collection Feasibility Study
Laredo, TX	Solid Waste Master Plan, including Collection Efficiency
Mesquite, TX	Solid Waste Master Plan, including Collection Efficiency
Muskogee, OK	Collection Efficiency Study and Cost of Service Study
Port Arthur, TX	Solid Waste Master Plan, including Collection Efficiency
Powder Springs, GA	Collection Operations Review and Rate Study Update
Stillwater, OK	Solid Waste Master Plan, including Collection Efficiency

## PROJECT TEAM

Our project team members provide thorough, well researched operational and technical analyses, financial, and management consulting services to public sector solid waste organizations to solve today's challenges as well as aid in long range strategic planning. NewGen evaluates the needs of each project and responds by assembling a project team of knowledgeable professionals who are uniquely qualified to provide the services needed. The Project Team includes widely recognized solid waste operational and financial strategic planners that possess a unique knowledge of municipal solid waste resources and industry trends as well as best practices. Short bios of the key Project Team members are provided below. The following key team members are supported by a deep bench of resources within our firm available to assist on the project.

## Allison Trulock, Managing Director — Solid Waste Practice | NewGen

**PROJECT ROLE:** Project Manager | **LOCATION:** Orlando, FL



<b>EXPERIENCE</b>	25+ Years
<b>EDUCATION</b>	BS Political Science and Economics, Florida State University
<b>CERTIFICATION</b>	Certified Practitioner in Zero Waste Principles and Practices
<b>AFFILIATIONS</b>	SWANA Board of Directors Technical Divisions Representative Advisory Board Representative of SWANA's Sustainable Materials Management Technical Division Past Director of SWANA's Collection and Transfer Technical Division American Public Works Association (APWA) Solid Waste Management Knowledge Team Member

Ms. Trulock will serve as the Project Manager for this endeavor. She has more than 25 years of experience in the solid waste industry, specializing in strategic and master planning, stakeholder outreach, solid waste and recyclables collection options evaluations and efficiency studies, feasibility analysis, procurement assistance, and ordinance review and development. Ms. Trulock is a Certified Practitioner in Zero Waste Principles and Practices, is currently serving on the SWANA International Board, the Advisory Board Representative of SWANA's Sustainable Materials Management Technical Division, is a Past Director of SWANA's Collection and Transfer Technical Division and was awarded SWANA's Collection and Transfer Distinguished Individual Achievement Award (2021). She recently completed similar projects to what is requested by Lexington for the cities of Avondale, Arizona; Stillwater, Oklahoma; Laredo, Texas; Mesquite, Texas; and Greensboro, North Carolina.

## Dave Yanke, President | NewGen

**PROJECT ROLE:** Project Advisor | **LOCATION:** Austin, TX



<b>EXPERIENCE</b>	35+ Years
<b>EDUCATION</b>	MBA, Finance, Texas A&M University BBA, University of Wisconsin
<b>AFFILIATIONS</b>	President of the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste Management and Resource Recovery Advisory Council Past Vice Chair of the State of Texas Alliance for Recycling (STAR)

Mr. Dave Yanke has over 30 years of experience assisting solid waste, water, and wastewater utilities. He has conducted procurement processes, cost of service and rate design studies, financial feasibility studies, valuation studies, waste stream forecasts, life cycle cost analyses, operations reviews, and municipalization analyses for solid waste utilities. Mr. Yanke regularly presents at industry conferences and has extensive experience providing presentations regarding the establishment of water, wastewater, and solid waste rates, both in a contested venue (administrative hearings) as well as to boards of directors, city commissions, and city councils. His expertise lies in the ability to convey complex information in a straightforward manner so the clients (i.e., senior management, elected officials, citizens, etc.) understand the issues and drivers for change. As our proposed project Advisor, the Project Team can call upon Mr. Yanke's vast experience across the solid waste industry to brainstorm solutions for Lexington.



## Seth Cunningham, PE, Principal | NewGen

**PROJECT ROLE:** Operations and Financial Lead | **LOCATION:** Portland, ME



### EXPERIENCE

25+ Years

### EDUCATION

MBA, University of Texas at Austin

BS in Mechanical Engineering, Texas A&M University - College Station

### CERTIFICATION

Registered Professional Engineer in Texas

LEED Accredited Professional

Mr. Seth Cunningham brings over 25 years of financial and operational consulting experience through engagements across the United States. Holding both business and engineering degrees, Mr. Cunningham navigates challenges faced by technical and financial teams to provide creative, yet fiscally responsible, solutions. Mr. Cunningham is a registered Professional Engineer in Texas and a LEED Accredited Professional. He has led over 80 financial, operational, planning, and procurement projects for municipal clients, including collection services, landfills, transfer stations, composting operations, material recovery facilities, and waste-to-energy plants. He has worked with numerous communities on feasibility studies and conceptual facility planning for transfer stations, material recovery facilities, and other solid waste and recycling facilities. He is currently working with Ms. Trulock on a procurement and contract negotiations effort for the City of Tucson for the processing of recyclables, specifically evaluating revenue share arrangement options and pricing structures. He is also working with Ms. Trulock on a solid waste strategic plan for the City of Norwalk, Connecticut as well as a transfer station feasibility study for Deerfield Beach, Florida.

## Savanna Page, Senior Consultant | NewGen

**PROJECT ROLE:** Senior Analyst | **LOCATION:** Austin, TX



### EXPERIENCE

3 Years

### EDUCATION

MS, Ecological Economics, University of Edinburgh

BS, Economics, University of Texas at Dallas

### CERTIFICATION

LEED Certified

Ms. Savanna Page joined NewGen as a full-time analyst in February of 2021. She assists on cost of service and rate design projects, with an emphasis on data driven analytics, as well as solid waste planning initiatives. Ms. Page has a B.S. in Economics from the University of Texas at Dallas and an M.S. in Ecological Economics from the University of Edinburgh. While at the University of Edinburgh, she completed her thesis entitled "Investigating the Attitude-Behavior Gap Present in American's Consumption of Single-Use Plastics." Prior to joining NewGen, Ms. Page served as the Sustainability Coordinator for Live Nation Concerts, in Dallas, and successfully implemented a Sustainable Business Plan that increased waste diversion from 15% to 49% within the first year. Ms. Page recently worked with Ms. Trulock on collection efficiency evaluations and modeling for the City of Laredo, Texas solid waste master planning effort and is currently working with Ms. Trulock on the City of Port Arthur, Texas on a similar effort.



## **PROPOSED SCOPE OF SERVICES**

NewGen proposes to conduct this analysis with the work laid out in the following tasks:

- **Task 1 – Project Initiation and Kick-off Meeting**
- **Task 2 – Evaluate Current Routes via Route Observations**
- **Task 3 – Collection Model**
- **Task 4 – Ordinance Review**
- **Task 5 – Central Business District Initial Review**
- **Task 6 – Report of Findings and Recommendations**

A brief overview of the work to be accomplished during each of the tasks is provided below.

### **Project Approach**

The goal of this project will be to provide the City with an evaluation to address the growth the City has recently experienced and anticipates in the near future. Our operational and financial analysis will include the number of routes required, labor, operating and capital costs associated with multiple collection service scenarios and estimated cost differences associated with the different scenarios for collection services.

To ensure an accurate and thorough review of the current collection services and potential changes to collection services, it is essential that the Project Team review the data provided by the City as well as spend time in the field observing the current collection routes. Our proposed approach to conducting the Study is described in the following five tasks. Based on feedback provided by the City, we understand the City currently provides three-cart collection services for residential customers as well as dumpster collection for some commercial customers.

We have successfully used many elements of the following scope of services on other similar projects; however, we are always open to refining our scope to best meet the needs of the City.

### **Task 1: Project Initiation and Kick-off Meeting**

As part of Task 1, the Project Team will request certain operational and financial data that will assist with the examination of the current collection services, and the operational and financial impact of potential changes to improve efficiencies. Route observations will be conducted during the Study; however, understanding the basics of the current collection system ahead of conducting route observations will assist in planning the rest of the Study efforts. The information to be requested relating to the Study will include, but may not be limited to the following items:

- Financial Information (e.g., existing rates and charges, operating budget, CIP, historical financial information);
- Legal/regulatory Information (e.g., relevant ordinances, relevant agreements/contracts);
- Labor/Employee Information (e.g., rosters, salary and benefit information, average OT, average absentee rates, workman's comp insurance cost per employee);

- Equipment/Fleet Information (e.g., inventories, replacement policies, repair costs, other operating costs);
- Demographic Information (e.g., household count, population and expected growth);
- Materials Quantities (e.g., tonnage data, future projections);
- Route Information (e.g., number of homes per route, set out rates; number of businesses per route and size frequency of commercial containers); and
- Other related information that would be useful to the Study.

Soon after Notice-to-Proceed and delivering the request for information (RFI), the Project Team will work with City staff to schedule a virtual kick-off meeting. The primary purpose for the kick-off meeting is to allow the key Project Team members and participants from the City to meet each other and lay the general framework for the conduct of the Study. This meeting will also allow for the finalization of the proposed approach, as well as discussion and clarification of any information received from the City. In addition, the project kick-off meeting will allow the Project Team to clarify the goals and objectives for the Study. Initial planning for route observations will also be discussed.

#### **NewGen Responsibilities and Deliverables:**

- Prepare and provide request for information (RFI).
- Review RFI items that may be provided prior to the meeting, compiling our questions and secondary data requirements.
- Prepare and provide an agenda for the kick-off meeting.
- Up to three Project Team members will attend the virtual kick-off meeting.

#### **City Responsibilities:**

- Provide the Project Team with relevant documents in response to the data request in a timely manner.
- Provide a meeting space (if needed) and invite City staff attendees to the kick-off meeting.
- Provide feedback during the meeting.

## **Task 2: Evaluate Current Routes via Route Observations**

The Project Team has an extensive background in conducting route observations and spending time in the field observing collection practices. This time in the field is critical to observe the current challenges faced by collection drivers and laborers as well as customer behavior. The Project Team will work with City staff to plan for route observations in order to ensure representative routes for each collection service are observed. It is envisioned that two members of the Project Team will spend 5 days in the field. Interviews with City personnel will also be conducted during the week of route observations to understand challenges and opportunities from the perspective of personnel involved in collection services on a daily basis. Performance metrics to be addressed during this review include, but are not limited to, the following for each collection service:

- |   |                             |
|---|-----------------------------|
| ▪ Pre-and post-trip inspection efficiency                                       | ▪ Stops per hour            |
| ▪ Routing process and challenges, including staff break locations and duration  | ▪ Residential set out rates |
| ▪ Staffing, including configuration and use of overtime and temporary personnel | ▪ Miles per route           |



- On-route, off-route, turnaround time metrics

The results of the route observations coupled with historical and current data provided by the City will serve as the basis for the operational and financial collection modeling efforts described in Task 3 (i.e., the “base case” in the collection model).

#### **NewGen Responsibilities and Deliverables:**

- Develop a route observation plan to review with City.
- Conduct route observations.
- Develop the current collection system aspects of the collection model.
- Facilitate conference calls with City staff to review the model, as necessary.
- Participate in additional conference calls with City staff, as necessary, to finalize the base case of the model.

#### **City Responsibilities:**

- Participate in conference calls, as necessary, to refine and finalize the route observation plan.
- Coordinate with NewGen personnel before and during route observations.
- Participate in conference calls, as necessary, to refine and finalize the current collection system aspect of the model (the “base case”).

### **Task 3: Collection Model**

The field work completed by the Project Team (Task 2) will assist in completing an analysis to help the City understand the operational and financial impacts associated with different scenarios for collection services, including, but not necessarily limited to, rebalancing current routes. Using the base case portion of the collection model developed in Task 2, the Project Team will project impacts on collection services from potential system modifications. The analysis will consider operational and financial impacts resulting from increased efficiency, labor configurations, potential changes in workweek schedules, and need for additional routes as the City continues to grow. The modeling and analysis will consider impacts on labor, operations and maintenance, and capital costs.

Our model will provide the City with a side-by-side comparison of the different collection scenarios. Our approach to modeling organizes information into four categories per collection service:

- **Route metrics** including information such as number of routes, households per route, pounds per household, trips to the facility, set out rates, etc.
- **Labor metrics** including information such as personnel configuration, average salary by position, and other labor related metrics and expenses (e.g., workman’s comp insurance, safety equipment)
- **Operations metrics** including information such as average miles per route, fuel consumption, and average maintenance costs
- **Capital metrics** including information such as vehicle and container costs
- **Summary metrics** including the net cost impacts, fully accounting for and summarizing results from the first four categories (costs and cost savings).

The Project Team's analysis will provide the City with an understanding of the annual direct program cost differences that could be realized with the different scenarios and will take anticipated growth into account.

**NewGen Responsibilities and Deliverables:**

- Develop the operational and financial collection model.
- Facilitate conference calls with City staff to review the model, as necessary.
- Collection model results summary, via email.

**City Responsibilities:**

- Participate in conference calls, as necessary, to refine and finalize the collection model.

## **Task 4: Ordinance Review and Recommended Revisions**

The Project Team will review the City's current relevant solid waste ordinance chapters and provide recommendations on ordinance revisions and/or ordinance development that may be necessary based on anticipated changes in policies, programs or services. The Project Team will prepare drafts, using the track changes feature in Word to make suggested revisions easily identifiable to City staff, anticipated to address level and provision of services and enforcement mechanisms. The Project Team will work closely with the City and their Attorneys to finalize the ordinance chapters. It is important to note that members of the Project Team are not attorneys, and final legal review of suggested ordinance language is the responsibility of the City.

**NewGen Responsibilities and Deliverables:**

- Facilitate an initial conference call with City staff and City Attorneys to discuss potential recommended ordinance revisions.
- Facilitate additional conference calls, as necessary.
- Prepare and provide a draft, and final version of new or revised ordinance sections related to solid waste in the City's Code of Ordinances.

**City Responsibilities:**

- Provide timely reviews of draft versions of the ordinance sections, compiling multiple reviewers' comments into one document.
- Participate in conference calls, as necessary.
- Provide for final legal review prior to ordinance revision adoption protocol.
- Follow ordinance revision adoption protocol.

## **Task 5: Central Business District Initial Review**

The City's Central Business District (CBD) presents a unique set of issues for collection services. As part of Task 2, the Project Team will dedicate some additional time in the field to observe the current collection system for the CBD. The collection model developed as part of Task 3 will be expanded to include metrics specific to the CBD, where potential changes to the system can be initially identified. Identifying challenges (i.e., contamination) and potential changes to recycling in the CBD will also be included in this initial review. Potential ordinance revisions specific to the CBD, including enforcement mechanism

options, will be identified. We will review current billing practices for the CBD and generally identify potential changes for further consideration. Note this task is intended to provide an initial overview of current challenges and opportunities, as well as potential strategies to leverage those challenges and opportunities for the City to consider for further vetting in future efforts.

**NewGen Responsibilities and Deliverables:**

- Conduct route observations in the CBD in conjunction with Task 2.
- Develop the collection model components for the CBD in conjunction with Task 3.
- Draft potential ordinance language, as appropriate, specific to the CBD in conjunction with Task 4.
- Facilitate conference calls with City staff, as necessary.

**City Responsibilities:**

- Participate in conference calls, as necessary, to finalize observation plan, review model elements, and review or discuss potential changes to the collection system and/or enforcement mechanisms.

**Task 6: Report on Findings and Recommendations**

The Project Team will present the results of this analysis in a report summarizing the analysis, findings, and recommendations. The findings of this report will be presented to City staff in a draft form, for their review and comment, prior to issuing the final report. We will work with City staff to finalize the report. Though not included in the budget, NewGen is available to present the findings of the Study, at the request of the City.

**NewGen Responsibilities and Deliverables:**

- Prepare and provide a draft report with key findings and recommendations.
- Facilitate discussions with City staff to revise the draft report.
- Deliver the final report.

**City Responsibilities:**

- Participate in conference calls, as necessary, to discuss the draft and finalize the report.

**Additional Services**

Though not included in the proposed scope and budget, the Project Team is available to assist with additional tasks at the City's request. Additional services may include developing and presenting a PowerPoint presentation of Study results, or other tasks that the City may deem beneficial. Any additional services outside the scope of work identified in this proposal will be negotiated at the time of the City's request. NewGen will not begin any additional services without the request and written approval of the City.



## TIMING

NewGen anticipates completing the Study in approximately six months from notice to proceed, as shown below. NewGen will remain flexible on timing of the project to best meet the needs of the City.

City of Lexington, KY Collection Efficiency with Ordinance Review						
Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1 Project Initiation and Kick-off Meeting						
2 Evaluate Current Routes						
3 Collection Model						
4 Ordinance Review						
5 Central Business District Initial Review						
6 Report of Findings and Recommendations						

## BUDGET

Based on the scope of work outlined herein, the Project Team agrees to a **not-to-exceed project fee of \$99,440, inclusive of out-of-pocket expenses**, associated with the outlined scope of services. NewGen invoices its clients monthly based on the percentage of the project that has been completed. Payment is due within thirty (30) days of the invoice date. Additional fees for services not included in the above scope will be billed at our hourly rates for services rendered.

These professional services are being procured using NewGen's HGACBuy contracting mechanism for which NewGen was selected through a competitive procurement process with the Houston-Galveston Area Council (Contract ID HP08-25). This contract award allows governmental entities nationwide to contract directly with NewGen for consulting services, such as the ones requested by the City.

### NewGen Budget City of Lexington, KY Collection Efficiency and Ordinance Review Study

Task	Price
Task 1 – Project Initiation and Kick-off Meeting	\$ 6,480
Task 2 – Evaluate Current Routes via Time Spent in the Field	36,770
Task 3 – Operational and Financial Collection Model	14,255
Task 4 – Ordinance Review and Recommended Revisions	8,760
Task 5 – Central Business District Initial Review	23,120
Task 6 – Report of Findings and Recommendations	10,055
Total	\$ 99,440



Mr. Antonio Baldon  
November 18, 2025  
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NewGen appreciates the opportunity to provide our assistance to the City of Lexington in conducting this important Study. Upon review, should you have any questions, please feel free to contact me at (407) 247.2370 or via email at [atrulock@newgenstrategies.net](mailto:atrulock@newgenstrategies.net).

Sincerely,  
**NewGen Strategies and Solutions, LLC**

A handwritten signature in blue ink that reads "Allison Trulock". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Allison Trulock  
Managing Director – Solid Waste