Northern Kentucky Area Development District
Board of Directors Meeting | August 27, 2026
22 Spiral Drive, Florence, Kentucky 41042 | 12 – 1pm

AGENDA

1. **Call to order** — Judge Gary Moore, Chair
2. **Pledge of Allegiance** — All
3. **Quorum** - The secretary will determine and advise chair as to the presence of quorum.
4. **Approval of the agenda** – Consideration of the agenda (*After approval, deletions are subject to a 2/3 majority vote of those members present.*) **Action requested.**
5. **Approval of the minutes** – Minutes from the July meeting. *Attachment 1*. **Action requested.**

Administrative – *Items related to NKADD finance and administration will be discussed.*

6. **Ethics Report** – Monthly report from NKADD Ethics Officer. Joe Cottingham will report.
7. **Financial Reports** – Monthly financial report will be presented for consideration. Amanda Cooper will report. *Attachment 2*. **Action requested.**
8. **Employee Pay Increases** – Annual review of pay increases will be presented for consideration for employees and executive director. *Attachment 3.*
9. **ODCP Uber Health** *Attachment 4.*

Programmatic – *Items related to NKADD programs will be discussed.*

Aging and Disability Services

10. **FY27 Aging Allocations** – Anne Wildman will present. *Attachment 5*. Action Requested.
11. **Board of Directors Conflict of Interest form** – Anne Wildman will present. *Attachment 6*.
12. **Senior Meals** update – Anne Wildman will present. *Attachment 7.*

Cross-Division Collaborations

13. **Northern Kentucky Regional Transit Committee** – Ryan Craig will present proposed creation of new board committee, pilot memo of agreement and bylaws. *Attachments 8, 9, 10*. Action Requested

Community Development Planning

14. **Revolving Loan Fund – Modification** – Tara Johnson-Noem will present. *Att 11.* Action requested.
15. **Revolving Loan Fund – CARES Act Fund termination –** Tara Johnson-Noem will present. *Attachment 12*. Action requested.
16. **E-Clearinghouse** – Consideration of E-Clearinghouse requests, Katie Jo Kirkpatrick will present. *Attachment 13.* **Action requested.**
17. **Special Presentation** Taylor Froelicher will present on the NKADD Grant Team's projects. *Attachment 14*. No action requested.

Committee Reports

18. *NKADD standing and ad hoc committees will present updates, if applicable.*

Agency Overview

19. **Executive Director's Report** – Tara Johnson-Noem will present.
20. Old Business
21. New Business
22. **Announcements**

Adjournment

ATTACHMENT 1

Northern Kentucky Area Development District
Board of Directors Meeting Minutes
22 Spiral Drive, Florence, Kentucky
July 23, 2026

1. **Call to order** – Chair Gary Moore called the meeting to order in the NKADD Conference Rooms located at 22 Spiral Drive, Florence, KY, and Teams at 12:04 PM

2. **Pledge of Allegiance** – Judge David Fields led the Pledge

3. **Quorum** – Chair Gary Moore declared a quorum verified by Amy Scalf.

Board members present were:

Mayor Robb Adams
Mayor Julie Aubuchon
Elaina Cornett*
Joe Cottingham
Matthew Dusing
Matt Elberfeld*
Judge David Fields
Jamie Greene
Mayor Jim Hamberg
Nick Hendrix -v
Mayor David Henson
Brittaney King
Mayor John Link
Dean McKay
Mayor Paul Meier
Judge Gary Moore
Chris Moriconi*
Judge Ryan Morris
Bryan Norton*
Mayor Greg Pohlgeers
Pat Raverty
Mayor Andy Schabell
Marie Schenkel
James Toebbe*-v
Lisa Wilson-Plajer
George Zubaty

*Indicates Alternate in attendance and voting.

Those members not present or without representation

Jamie Baker
Mayor Terri Courtney
Judge Chuck Dills
Mayor Andy Ellison
Mayor Jessica Fette
Mayor Charles French
Mayor Tom Guidugli, Jr.
Mayor Leigh Hawkins
Mayor Sabrina Hazen
Mayor Marty Lenhof
Bill Mitchell
Judge David Wilhoite

Staff Present

Avery Adams, Clay Beyer, Amanda Cooper, Chris Courtney, Tara Johnson-Noem, Amy Scalf, Ivy Stites, Anne Wildman

Guests

Meghan Bankemper, Office of Sen. Mitch McConnell
Angie Cain, Department for Local Government
Jack Couch, Kentucky Department of Transportation

4. Approval of the agenda – The Board of Directors is asked to approve the agenda (after the agenda is approved, deletions are subject to a 2/3 majority vote of those members present). **Action requested**.

The Northern Kentucky Area Development District (NKADD) will make every reasonable accommodation to assist qualified persons with disabilities accessing available services or in attending agency activities. If there is a need for NKADD to be aware of a specific requirement, you are encouraged to contact this agency prior to the activity so that suitable arrangements can be considered for the delivery of the service.

Lisa Wilson-Plajer moved to approve the agenda, seconded by Mayor Jim Hamberg. **Motion carried.**

5. Approval of the minutes – The Board of Directors is asked to approve the minutes from the June 2026 Board Meeting. Attachment 01. **Action requested**.
Dean McKay moved to approve the minutes; seconded by Mayor Greg Pohlgeers. **Motion carried.**

Administrative – ***Items related to NKADD finance and administration will be discussed.***

6. Ethics Report – No action requested.

7. Financial Reports – Amanda Cooper presented cumulative financial reports. See Attachment 02. **Action requested.**
Mayor Julie Aubuchon moved to approve the Financial Reports; seconded by George Zubaty. **Motion carried.**

Programmatic – ***Items related to NKADD programs will be discussed.***

Aging and Disability Services
8. Consideration of Large Invoices – Anne Wildman presented information regarding Mon Ami and Claris Companion renewals. See Attachments 03 and 04. **Action requested.**
Pat Raverty moved to approve the Mon Ami payment, seconded by Mayor Paul Meier. **Motion carried.**
Mayor Greg Pohlgeers moved to approve the Claris Companion payment, seconded by Jamie Greene. **Motion carried.**

9. Proposed legal action regarding Kentucky Medicaid Waiver Financial Management Administration (FMA) Request for Proposals – Judge Gary Moore and Tara Johnson-Noem presented information regarding possible legal action. See Attachment 05. **Action requested**.

NKADD Board voted to enter into Executive Session, per KRS 61.810(c), at 12:22 p.m.
Mayor Julie Aubuchon moved to enter into Executive Session, seconded by Lisa Wilson-Plajer. At 12:56, Executive Session was closed. Motion by George Zubaty, seconded by Mayor Jim Hamberg.

Mayor Jim Hamberg moved to approve the following statement, seconded by Mayor David Henson. The NKADD Board of Directors has strong concerns about the impact to our 800+ clients and votes unanimously to allow the Executive Committee to enter into legal action on behalf of the Board, if needed. **Motion carried.**

10. Update on Proposed Rate Reduction for Medicaid Waiver – This agenda item was skipped due to recent announcements by Governor Andy Beshear.

11. Senior Meals update – Anne Wildman presented an update regarding Senior Meals. See Attachment 07. **No action requested.**

Community Development Planning
12. Consideration of Request for Proposals supporting Brownfield grant – Avery Adams presented information regarding a Brownfield grant. See Attachment 08. **Action requested.**

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Judge Ryan Morris moved to approve the grant, seconded by Marie Schenkel. **Motion carried.**

13. E-Clearinghouse – Ivy Stites presented seven E-Clearinghouse requests. See Attachment 03. **Action requested.**
Mayor Julie Metzger Aubuchon moved to approve the projects, seconded by Mayor Jim Hamberg. **Motion carried.**

Committee Reports
14. *NKADD standing and ad hoc committees will present updates, if applicable.*

Agency Overview
15. Executive Director's Report – Tara Johnson-Noem reported on local, regional, state, and federal updates and upcoming events.

16. Nominating Committee – Slate of officers for 2026-2027. Judge Gary Moore presented the slate of officers: Judge Gary Moore as Past Chair; Mayor Robb Adams as Chair; Judge Ryan Morris as First Vice Chair; Mayor David Henson as Second Vice Chair; Brittaney King as Treasurer; and At Large representatives will be Matt Elberfeld, Judge Todd Woodyard, and Judge David Fields. Mayor Jim Hamberg moved to approve the officers, seconded by Mayor Paul Meier. **Motion carried.**

17. Old Business

18. New Business
19. Announcements

20. Adjournment
At 1:16 p.m., Mayor Paul Meier moved to adjourn; seconded by Mayor Greg Pohlgeers. **Motion carried.**

_____
Judge Gary Moore, Chair

_____
Mayor Robb Adams, 1st Vice Chair

The Northern Kentucky Area Development District (NKADD) will make every reasonable accommodation to assist qualified persons with disabilities accessing available services or in attending agency activities. If there is a need for NKADD to be aware of a specific requirement, you are encouraged to contact this agency prior to the activity so that suitable arrangements can be considered for the delivery of the service.

NORTHERN KENTUCKY
OFFICE OF DRUG CONTROL POLICY
Creating chances, creating change.

The Northern Kentucky Office of Drug Control Policy (NKYODCP) utilizes Uber Health to provide reliable transportation for individuals recovering from substance use disorders. This program helps clients get to essential destinations such as treatment appointments, recovery meetings, employment, drug testing, and court obligations.

Program Details

- **Purpose:** Removes transportation barriers holding back treatment and long-term recovery retention.
- **Destinations:** Medical appointments, counseling, jobs, and legal or mandatory compliance check-ins.
- **Access:** Coordinated through local care coordinators and the regional helpline.

Purchasing Request

The NKYODCP board has approved the use of Uber Health as a community health resource. This is a unique offering that is less expensive than other on-demand transportation services and also more accountable because it offers additional protections for vulnerable individuals. The total estimated expenses budgeted by NKYODCP for FY27 on Uber Health are $45,000, funded from multiple sources and paid over many individual rides and drivers.

In order to ensure financial compliance, NKADD requests board action to approve this expense because the total outlay to “Uber Health” will exceed our $40,000 threshold.

	Starting Budget FY27				Starting Budget FY26			
Service Allocation	Federal	All State	Total	%	Federal	All State	Total	Difference
Assessment		$108,950	$108,950	2.60%		$133,982	$133,982	-$25,032
Case Management		$362,841	$362,841	8.67%		$357,895	$357,895	$4,946
Personal Care		$144,355	$144,355	3.45%		$178,000	$178,000	-$33,645
Homemaker		$540,638	$540,638	12.92%		$537,049	$537,049	$3,589
Transportation	$71,495		$71,495	1.71%	$70,000		$70,000	$1,495
Legal Assistance	$30,000		$30,000	0.72%	$30,000		$30,000	$0
Ombudsman (TIII, VII, LTC, E. Abuse)	$97,731	$126,092	$223,823	5.35%	$97,793	$131,739	$229,532	-$5,709
Aging & Disability Resource Center	$145,668	$135,038	$280,706	6.71%	$153,107	$107,227	$260,334	$20,372
Medicaid ADRC		$26,871	$26,871	0.64%		$27,075	$27,075	-$204
Senior Center Operations	$179,518	$129,842	$309,360	7.40%	$167,467	$141,893	$309,360	$0
TIIID Evidence Based Program	$27,349		$27,349	0.65%	$27,410		$27,410	-$61
Congregate Meals	$247,565	$278	$247,843	5.93%	$142,380	$7,090	$149,470	$98,373
Home Delivered Meals	$434,260	$537,567	$971,827	23.23%	$539,342	$395,744	$935,086	$36,741
License renewal (Centers)		$8,670	$8,670	0.21%	$1,421	$11,579	$13,000	-$4,330
National Family Caregiver Program	$178,498	$22,947	$201,445	4.82%	$178,753	$22,947	$201,700	-$255
State Health Insurance Program		$36,775	$36,775	0.88%		$39,886	$39,886	-$3,111
Chore		$1,500	$1,500	0.04%		$3,000	$3,000	-$1,500
Home Repair/Supplies				0.00%			$0	$0
In-home Respite		$25,000	$25,000	0.60%		$26,000	$26,000	-$1,000
KY Caregiver		$130,966	$130,966	3.13%		$138,952	$138,952	-$7,986
Mon Ami Cost	$7,440	$19,071	$26,511	0.63%	$8,923	$20,949	$29,872	-$3,361
NKADD Administration	$147,105	$258,919	$406,024	9.71%	$146,631	$252,820	$399,451	$6,573
Totals	**$1,566,629**	**$2,616,320**	$4,182,949	100%	**$1,563,227**	**$2,533,827**	$4,097,054	$85,894

$88,140.36	$2,490,227.64	*Total State funds FY27	$2,402,087.28	*Total State funds FY26
$3,402.00	$1,566,629.00	Total Federal funds FY27	$1,563,227.00	Total Federal funds FY26
-$5,647.46	$126,092.00	Total Restricted funds FY27	$131,739.46	Total Restricted funds FY26
$85,894.90	**$4,182,948.64**	Total Aging Funds FY27	**$4,097,053.74**	Total Aging Funds FY26
	$85,894.90	Total Change Between FY26& FY27		

This years $85,894.90 dollar increase can be attributed to the additional ESMP funding added back to the budget by the Governor recently. Otherwise we would have faced a $85,173. Excluding ESMP funding all other state programs received an across the board 4% reduction and in some cases slightly higher due to census numbers being lower than the year before (KY GC). Those cuts were applied to all Assessment, Case Management, Personal Care, Ombudsman, SHIP, Chore, In-Home Respite and the KY Caregiver program. Assessment, Case Management and ADRC funding across all funding sources were rebalanced.

We were unable to transfer as much Congregate Meal funding into the Home Delivered Meal program this year due to limited unexpended and ARPA funding. While we do have some unexpended funding remaining from FY26, the amount available is drastically lower than in previous years resulting in less funds being transfered to the HDM program. So while there were additional ESMP funding, the loss of the transfer resulted in just a slight increase in Home Delivered Meal funding.

NKADD Individual Conflict of Interest Screening Forms
Older Americans Act Title III

Who Completes: Board members

Complete upon hire/appointment, annually, and whenever circumstances change.

Name:

Role:

Organization:

Date:

Reviewer:

Disclosure Questions

☐ Yes ☐ No Ownership interests
If Yes, explain:

☐ Yes ☐ No Board memberships
If Yes, explain:

☐ Yes ☐ No Financial interests
If Yes, explain:

☐ Yes ☐ No Voting recusals
If Yes, explain:

☐ Yes ☐ No Appearance of conflict
If Yes, explain:

Certification

I certify that the information provided is accurate and complete. I agree to immediately disclose any future actual, perceived, or potential conflict of interest.

Signature _____ Date _____

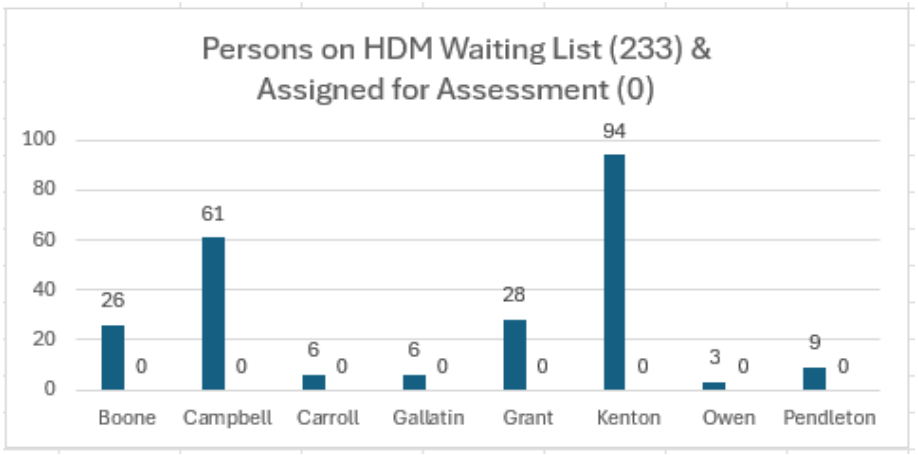
Reviewer Signature _____ Review Date _____

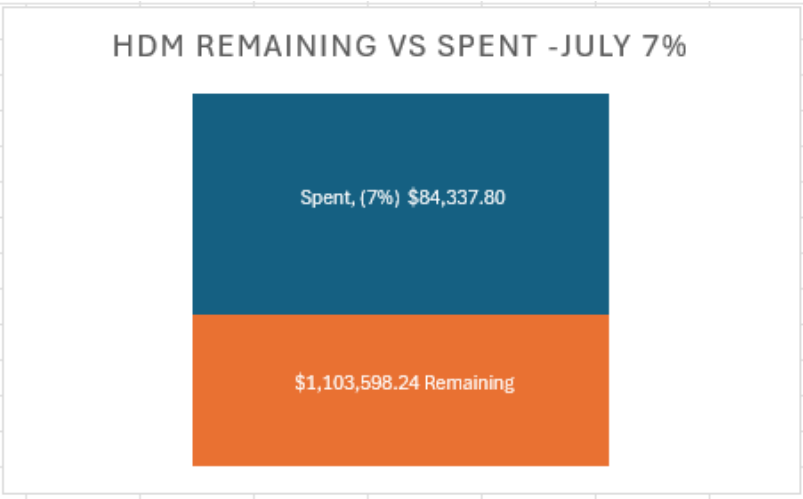
NKADD
AGING AND DISABILITY SERVICES

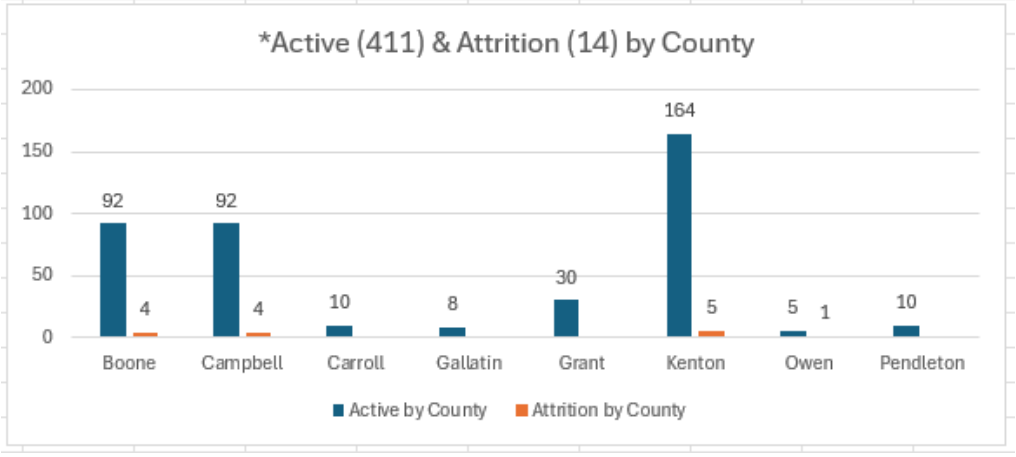
NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Home Delivered Meal Data & Dollars through July 31, 2026

Currently sitting at 7% spent and will begin pulling 40 individuals off the meal waiting list.







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ARTICLE I — NAME, AUTHORITY, AREA, AND PURPOSE

Section 1. Name

The name of this organization shall be the Northern Kentucky Regional Mobility Steering Committee (NKRMSC), referred to in these By-Laws as the "Steering Committee" or the "Committee." The Steering Committee is the standing working body that oversees the region's coordinated mobility process.

Section 2. Authority and Status

The Committee is established as a functional advisory committee of the Board of Directors of the Northern Kentucky Area Development District ("NKADD"). NKADD is one of the fifteen area development districts created under KRS 147A.050, and its Board of Directors is authorized by KRS 147A.090 to establish functional advisory committees as necessary and advisable to carry out the District's purposes. The Committee exercises the coordination and public-involvement functions delegated to it by the NKADD Board of Directors and does not supersede the authority of that Board.

As a committee of a public agency, the Committee shall conduct its business in compliance with the Kentucky Open Meetings Act (KRS 61.800 to 61.850) and shall treat its records in accordance with the Kentucky Open Records Act (KRS 61.870 to 61.884), except to the extent any exemption lawfully applies.

The Committee's coordinated mobility role is distinct from, and complementary to, the region's broader transportation planning. It does not duplicate or supersede the planning carried out through NKADD's Regional Transportation Committee and it coordinates with that work where the two intersect. Its work advances the Northern Kentucky Coordinated Transit Plan (FY25–27), the Coordinated Public Transit–Human Services Transportation Plan that NKADD developed with stakeholder and public input and executed in March 2025, which establishes the regional mobility priorities the Committee helps carry out.

Northern Kentucky Coordinated Transit Plan (FY25–27): https://www.nkadd.org/wp-content/uploads/2025/09/2025-Coordinated-Plan.pdf

Section 3. Area

The area served by the Committee shall consist of the eight counties comprising the Northern Kentucky Area Development District: Boone, Campbell, Carroll, Gallatin, Grant, Kenton, Owen, and Pendleton (each a "County" and collectively the "Counties").

Section 4. Purpose

The purpose of the Committee is to serve as the regional body that identifies, evaluates, prioritizes, and formalizes coordinated public and human-services mobility for the residents of the eight Counties. In furtherance of that purpose, the Committee shall:

- Identify unmet mobility needs across the region and evaluate strategies to address them;
- Review and ratify coordination recommendations developed by its subcommittees and partnering providers, so that those recommendations may be formalized as regional decisions;
- Provide the venue and regional process through which the public involvement contemplated by the Kentucky Transportation Cabinet's Statewide Transportation Planning Public Involvement Process takes place;
- Forward its ratified recommendations to the NKADD Board of Directors and, where applicable, to the Kentucky Transportation Cabinet ("KYTC") for review and approval; and
- Advocate for safe, reliable, accessible, and affordable transportation options, with particular attention to older adults, persons with disabilities, low-income residents, and other historically underserved riders.

Section 5. Relationship to the NKADD Board and KYTC

Recommendations ratified by the Committee are advisory to the NKADD Board of Directors. A ratified recommendation becomes a formal regional position upon approval by the NKADD Board and, where the subject matter falls within its jurisdiction, by KYTC. NKADD shall provide staff support to the Committee, and the NKADD Mobility Manager, or a designee, shall serve as staff to the Committee, record all official business, and carry out the work elements of the Committee.

Section 6. Continuity

The Committee shall not be dissolved, nor shall the validity of any act of the Committee or its members be affected, by reason of vacancies in its membership. The membership of any member shall continue until terminated as provided in these By-Laws.

ARTICLE II — MEMBERSHIP AND COMPOSITION

Section 1. Composition

The Committee shall consist of twenty (20) voting members, apportioned as follows:

- **Eight (8) County Appointed Members** — one representative appointed for each of the eight Counties;
- **Eight (8) Public Members** — members of the general public selected through the application process set forth in Article III, representing rider and community interests; and
- **Four (4) Provider Members** — representatives of transportation and human-services providers operating in or serving the region. Because Provider Members may have interests in matters before the Committee, they are subject to the disclosure and recusal requirements of Article IX. Provider Members hold four of twenty voting seats and cannot by themselves constitute a voting majority

The number of Provider Members may be increased by the Committee as regional participation grows, as provided in Section 4 of this Article. Any increase in Provider Members shall not reduce the number of County Appointed or Public Members.

Section 2. County Appointed Members

Each County shall be represented by one County Appointed Member. The County Judge/Executive of each County shall make the appointment and may serve personally in that seat or appoint another individual to hold it. The County Judge/Executive may designate up to two (2) alternates to serve and vote in the member's place in the event of the member's absence or inability to serve. A County Appointed Member serves as a conduit of information between the Committee and the government and residents of the County represented. County Appointed Members are full voting members of the Committee. County Appointed Members are full voting members of the Committee.

Section 3. Public Members

The eight Public Members shall be selected from applicants who reside in or are served within the region, giving preference to applicants who use, rely upon, or advocate for regional transportation services. The eligibility requirements, application contents, and selection procedure for Public Members are set out in Article III. Public Members are full voting members of the Committee.

Section 4. Expansion of Provider Membership

The four Provider Members shall be drawn from public, private, and non-profit transportation providers and human-services organizations that partner in the coordinated process, and comparable providers serving the region. By majority vote, the Committee may add one or more additional Provider seats where doing so improves regional coordination. Provider Members are full voting members of the Committee.

Section 5. Non-Voting Participants

The following shall be invited to participate in an advisory, non-voting capacity, and shall be counted for neither membership nor quorum:

- A representative of the Kentucky Transportation Cabinet, District 6 Office;
- State legislators representing areas within the region, who are encouraged to attend as their schedules allow;
- NKADD staff assigned to support the Committee; and
- Partnering stakeholders from social-service, healthcare, education, workforce, private-sector, and community organizations, and providers operating outside the region for cross-boundary trip coordination, whom the Committee invites to inform its work.

Section 6. One Member, One Vote; Designees

Each voting member shall have one vote. A County Appointed Member may act through a designee as provided in Section 2. A County is entitled to a single vote regardless of how many individuals from that County attend a meeting. Only the seated County Appointed Member, or a properly designated alternate, may cast that vote A Public or Provider Member wishing to have another individual attend and vote on the member's behalf at a specific meeting must provide written designation to NKADD staff in advance of that meeting. A member represented by a properly designated substitute shall be counted as present for that meeting.

ARTICLE III — APPLICATION AND SELECTION OF PUBLIC MEMBERS

Section 1. Eligibility

To be eligible for a Public Member seat, an applicant shall:

1. Be at least eighteen (18) years of age;
2. Reside in one of the eight Counties, or demonstrate that the applicant regularly uses or is directly served by transportation within the region. Applicants demonstrate eligibility by signed self-attestation on the application form. No documentary proof is required;
3. Not hold a County Appointed or Provider seat on the Committee at the same time; and
4. Disclose any financial or organizational interest that could constitute a conflict of interest under Article IX. Each member shall complete a disclosure of financial and organizational interests upon application or appointment and shall update it annually at the annual organizational meeting. The same disclosure satisfies the affiliation disclosure required by Article III, Section 2

Section 2. Application Requirements

An applicant shall submit a written application, on the form provided by NKADD staff, which includes at a minimum:

5. The applicant's name and contact information;

6. The County of residence or, for a non-resident applicant, a description of how the applicant is served by regional transportation;

7. A statement of interest describing why the applicant wishes to serve;

8. A description of the applicant's connection to, or experience with, regional mobility, transit, or the riders the Committee serves, including any lived experience as a rider;

9. Disclosure of any affiliations or interests bearing on Article IX; and

10. An acknowledgment of the attendance and participation expectations of Article VI.

Section 3. Selection

NKADD staff shall compile and verify complete applications and present them to the Committee. The Committee shall select Public Members by majority vote of the members present at a meeting at which a quorum is present. In making its selections, the Committee

shall seek geographic balance across the eight Counties and shall prioritize applicants who bring rider, community, and underserved-population perspectives, consistent with the purpose stated in Article I.

Section 4. Reappointment

A Public Member in good standing, based on participation and attendance, is eligible to reapply and be reappointed for additional terms without limit.

ARTICLE IV — TERMS AND VACANCIES

Section 1. Terms of Office

County Appointed Members serve terms concurrent with the term of the appointing County Judge/Executive. A County appointment expires on the first Monday in January following a County election, unless the incoming or continuing County Judge/Executive reaffirms it. The incumbent member holds over and continues to serve until the seat is reaffirmed or a successor is seated. Public Members and Provider Members serve an initial term of one (1) year. Upon reappointment, a Public or Provider Member serves a single term of two (2) years, and in every case continues to serve until a successor is seated.

Section 2. Staggering of Terms

So that the Committee is never reconstituted at the same time, the terms of the Public and Provider Members shall be staggered. The initial one-year terms bring these seats up for reappointment at the first annual organizational meeting. At that meeting, the Committee shall divide the Public and Provider seats into two groups of approximately equal size and reappoint one group to a one-year term and the other to a two-year term. Thereafter, Public and Provider terms run for two (2) years, so that approximately half of these seats come up for reappointment in any given year. Once the initial division is made, this Section stands as the mechanism of record; no further division is required, and thereafter all Public and Provider terms run for two (2) years on the staggered schedule established at that meeting. County Appointed Members are not assigned to staggering groups. Because Kentucky County Judge/Executives are elected on a common four-year cycle, these seats may turn over at or near the same time. To preserve continuity and the county-representation element of quorum under Article VII, an incumbent County Appointed Member holds over and continues to serve until the appointment is reaffirmed or a successor is seated.

Section 3. No Term Limits

There is no limit on the number of terms a member may serve. A member in good standing, judged by participation and attendance, is eligible to be reappointed to successive terms without limit. County Appointed Members likewise continue to serve as governed by the

appointing official's tenure. For purposes of these By-Laws, a member is in 'good standing' if the member satisfies the attendance requirement of Section 6 of this Article and is not the subject of a pending removal for cause under Section 5

Section 4. Vacancies

A vacancy in a County Appointed seat shall be filled by the appointing County Judge/Executive. A vacancy in a Public or Provider seat shall be filled by nomination and majority vote of the existing Committee, and a member selected to fill a vacancy serves only for the remainder of the unexpired term.

Section 5. Removal for Cause

Any member may be removed for cause by a two-thirds (2/3) vote of the members present at a meeting at which a quorum is present, provided the member has been given written notice at least fourteen (14) days in advance stating the cause and the date, time, and place of the proposed action. Cause includes:

A. A direct conflict of interest;

B. A violation of law applicable to the Committee; or

C. Failure to meet the attendance requirement of Section 6.

A newly seated County Judge/Executive may remove and replace the County Appointed Member for that County without the two-thirds vote.

Section 6. Attendance

A member who misses three (3) consecutive regular meetings without a designated substitute or an excuse accepted by the Chair shall be contacted by the Chair, or by a person the Chair appoints, to determine the member's intention to continue serving. The Chair shall report to the Committee, which may declare the seat vacant and fill it as provided in Section 4.

ARTICLE V — OFFICERS

Section 1. Officers

The officers of the Committee shall be a Chairperson and a Vice-Chairperson, each elected by and from the voting membership.

Section 2. Rotation Between Providers and County Appointees

At all times, one of the two offices shall be held by a Provider Member and the other by a County Appointed Member. The two offices rotate between these categories each year: if

the Chairperson for a given year is a County Appointed Member, the Vice-Chairperson shall be a Provider Member, and in the following year the Chairperson shall be a Provider Member and the Vice-Chairperson a County Appointed Member. In this way the chairmanship alternates annually between a Provider Member and a County Appointed Member, and neither category holds both offices at once. Should no member of the required category be eligible and able to serve, the Committee may elect a Chairperson from the other category for a single term, after which the rotation resumes. This fallback applies only to a temporary inability to fill the office; chronic non-participation is addressed under the attendance and removal provisions of Article IV..

Section 3. Election and Term

Officers shall be nominated and elected at the annual organizational meeting held at the beginning of each calendar year. Each officer serves a one-year (1) term and until a successor is elected. An individual receiving a majority of the votes cast is elected; if no candidate receives a majority, a second vote shall be taken between the two candidates receiving the most votes.

Section 4. Duties of the Chairperson

The Chairperson presides at all meetings, preserves order under the parliamentary authority named in Article X, appoints subcommittees as authorized in these By-Laws, serves as an ex-officio member of all subcommittees, and represents the Committee before the NKADD Board and other bodies.

Section 5. Duties of the Vice-Chairperson

The Vice-Chairperson assists the Chairperson and presides in the Chairperson's absence. Should the office of Chairperson become vacant, the Vice-Chairperson serves as Chairperson for the remainder of the term, and the Committee shall elect a new Vice-Chairperson from the category required by the rotation in Section 2.

Section 6. Officer Eligibility and Term Separation

Members serve without term limits, but service in each office is capped to keep leadership circulating. No individual may serve as Chairperson for more than two (2) consecutive one-year terms. After serving two consecutive terms as Chairperson, a member is ineligible to hold that office for at least one (1) year, though the member may continue to serve on the Committee and may hold the office of Vice-Chairperson during that period. The same two-consecutive-term cap and one-year cooldown apply to the office of Vice-Chairperson. This section limits only how long a person may hold a given office; it does not limit membership

on the Committee, and it operates alongside the provider and county appointee rotation set out in Section 2.

Section 7. Staff

NKADD shall provide staff to the Committee. The NKADD Mobility Manager, or a designee, shall record and maintain the minutes and official records, prepare and distribute notices and agendas, and carry out the work elements of the Committee. Staff are not voting members and are not counted toward a quorum.

ARTICLE VI — MEETINGS

Section 1. Regular Meetings

The Steering Committee shall hold regular meetings monthly, ordinarily in the NKADD Boardroom, on a schedule set by the NKADD Mobility Manager. A regular meeting may be canceled or rescheduled by the Chairperson when there is no business requiring action, provided the Committee meets no fewer than four (4) times in any calendar year.

Section 2. Meetings Open to the Public

Meetings of the Steering Committee are open to the public, consistent with the Kentucky Open Meetings Act. Any member of the public may attend a regular or special meeting and shall be given an opportunity to be heard during the public comment portion of the order of business. The Committee may enter closed session only for a purpose permitted by the Kentucky Open Meetings Act (KRS 61.810) and only after following the procedures that Act requires, and it shall take any final action in open session.

Section 3. Stakeholder Group

The Committee convenes a broader Stakeholder Group as the primary forum for presenting the coordinated process to the public and gathering public and stakeholder input. The Stakeholder Group and its meeting schedule are provided in Article VIII, Section 3.

Section 4. Annual Organizational Meeting

The first regular meeting of each calendar year shall be the annual organizational meeting, at which the Committee confirms its membership, elects officers under Article V, and sets its meeting calendar for the year.

Section 5. Special Meetings

Special meetings may be called by the Chairperson or upon the request of a number of members equal to a quorum. Notice of a special meeting stating its time, place, and

purpose shall be given at least forty-eight (48) hours in advance. Only business within the stated purpose may be transacted at a special meeting.

Section 6. Notice

Notice of each regular meeting shall be sent by NKADD staff to all members and to other interested individuals on the Committee's list not fewer than seven (7) days before the meeting. Notice sent by electronic mail to the addresses appearing on that list satisfies this requirement. Staff shall also post notice of each meeting to the NKADD website calendar and may provide notice through additional public channels as available. All notice shall also comply with the Kentucky Open Meetings Act.

Section 7. Virtual Meetings

When it is unsafe or impractical to meet in person, a regular or special meeting may be held by video or teleconference or another NKADD-approved virtual platform, consistent with the Kentucky Open Meetings Act. A member participating by approved virtual means votes by the method the Chair announces for the meeting, such as a roll call or an on-screen poll, and that vote is recorded in the same manner as an in-person vote."

Section 8. Order of Business

The order of business at a regular meeting shall ordinarily be: call to order and roll call; approval of the consent agenda by unanimous consent (Article VII, Section 3); approval of prior minutes; staff and subcommittee reports; unfinished business; new business; public comment; and adjournment.

ARTICLE VII — QUORUM, UNANIMOUS CONSENT, AND VOTING

Section 1. Quorum

A quorum requires both of the following to be satisfied at the same time:

- **Members present.** A majority of the currently seated voting members shall be present. With twenty seats filled, a majority is eleven (11) members; if the number of seated voting members changes, the majority is recalculated accordingly.
- **Counties represented.** The members present shall include representation from a majority of the eight Counties, meaning at least five (5) of the eight Counties, which is sixty-two and one-half percent (62.5%) of the Counties. A County is represented if its County Appointed Member, or a Public or Provider Member who resides in or primarily serves that County, is present.

If either element is not met, no business requiring a vote may be transacted, although the Committee may receive reports, hear public comment, and set matters over to the next meeting.

Section 2. Majority Vote

Except where these By-Laws or the parliamentary authority require a greater vote, an action of the Committee is carried by a majority of the voting members present at a meeting at which a quorum is present. Each voting member has one vote. Removal of a member requires the two-thirds vote stated in Article IV, and amendment of these By-Laws requires the vote stated in Article XII.

Section 3. Unanimous Consent and the Consent Agenda

To conduct routine business efficiently, matters that staff and the Chairperson expect to be non-controversial may be grouped as a consent agenda placed near the top of the order of business. The Chairperson shall state the items on the consent agenda and ask whether there is any objection to their approval. If no member objects, the items are adopted by unanimous consent without a formal vote, and the minutes record that they were adopted by unanimous consent. Any single member may, without needing a second, request that an item be removed from the consent agenda; a removed item is then taken up separately under the appropriate order of business and decided by ordinary vote. Unanimous consent may also be used at any point in a meeting to dispose of a routine or undisputed question, subject to the same right of any member to object.

Section 4. Roll Call Votes

A roll call vote shall be taken whenever these By-Laws require one, whenever the Chairperson directs, or whenever any member requests one before voting begins; a request for a roll call vote does not require a second. On a roll call vote, NKADD staff shall call each voting member by name and record each member's vote of yes, no, or abstain in the minutes by name. A roll call vote is also in order to confirm the adoption of any item that a member asks to have recorded individually, including any item removed from the consent agenda under Section 3. The result of every roll call vote becomes part of the official record of the Committee.

Section 5. Action Without a Meeting

Where a timely decision is needed and permitted by the Kentucky Open Meetings Act, the Committee may act by written or electronic ballot distributed by staff to all voting members. Any action taken this way must be by majority of the full voting membership and must be reported and entered in the minutes of the next regular meeting.

ARTICLE VIII — SUBCOMMITTEES

Section 1. Authority to Establish Subcommittees

The Committee may establish standing and special subcommittees to advance its work. A subcommittee acts in an advisory capacity and reports its recommendations to the full Committee for consideration and, where appropriate, ratification. Each subcommittee shall be chaired by a member of the Committee, and its membership may include Committee members as well as stakeholders and members of the public who are not Committee members.

Section 2. Rider Subcommittee

There shall be a standing Rider Subcommittee, also referred to as the Rider Committee, charged with examining the rider experience, service gaps, and accessibility concerns, and with bringing the rider perspective before the full Committee before decisions are made. The Rider Subcommittee shall include riders and community members and shall report to the Committee on a regular basis. It shall meet at least twice each year, and additionally whenever the Chairperson or the subcommittee calls a meeting. Its role is to keep rider voice structurally embedded in the Committee's deliberations rather than incidental to them.

Section 3. Stakeholder Group

The Committee shall convene a standing Stakeholder Group, which is separate from and broader than the Rider Subcommittee. The Stakeholder Group is open to all participants in the coordinated process, including transportation and human-services providers, local governments, community and rider organizations, employers, educational and healthcare partners, and members of the public. It is the primary forum in which the coordinated process is presented to the public and the primary means by which the Committee gathers public and stakeholder input. Where the Rider Subcommittee works in depth on the rider experience, the Stakeholder Group carries the region's coordination work to the full range of interested parties and brings their feedback back to the Committee. The Stakeholder Group meets quarterly, four (4) times each calendar year, with two meetings held in person and two by an NKADD-approved virtual platform. The Committee shall bring significant coordination proposals before the Stakeholder Group for presentation and public input before those proposals are finalized.

Section 4. Other Subcommittees

The Committee may establish additional subcommittees, such as for providers, communications and outreach, or specific coordination projects, as it deems necessary to

carry out its purpose. Like all meetings and records of the Committee, subcommittee meetings and records are subject to the Kentucky Open Meetings Act and Open Records Act.

ARTICLE IX — CONFLICT OF INTEREST

Section 1. Disclosure and Recusal

Because Provider Members and others may have interests in matters before the Committee, a member shall not vote on any question that would result in a direct or indirect benefit to that member, to the member's immediate family, or to an organization that employs or engages the member. A member who has, or may have, such an interest shall disclose it at the beginning of the discussion of the matter, shall not attempt to influence the outcome, and shall not vote on it. The disclosure shall be recorded in the minutes.

Section 2. Exception for Elected Officials

A conflict of interest does not arise merely because a publicly elected official, or the senior administrative official of a unit of local government, acts in that representative capacity, or because a member is reimbursed for reasonable expenses of service. This exception does not permit a member to vote for a specific personal financial benefit.

ARTICLE X — PARLIAMENTARY AUTHORITY

The current edition of Robert's Rules of Order, Newly Revised shall govern the proceedings of the Committee in all cases to which it applies and in which it is not inconsistent with these By-Laws, the policies of the NKADD Board, or applicable law, including the Kentucky Open Meetings Act.

ARTICLE XI — RATIFICATION

When an officer, member, or staff member of the Committee performs a lawful act in the name of the Committee, the Committee may ratify that act. Ratification may be given at a meeting or, where permitted by law, by a signed statement of a majority of the entire membership circulated to all members, the result of which shall be recorded in the minutes of the next regular meeting.

ARTICLE XII — AMENDMENTS AND ADDITIONS TO THE BY-LAWS

Section 1. Proposal and Notice

Any voting member may propose an amendment to, or an addition to, these By-Laws. The full text of every proposed amendment or addition shall be distributed by NKADD staff to

the entire voting membership, by mail or electronic mail, at least seven (7) days before the meeting at which it is to be considered.

Section 2. Adoption

An amendment or addition is adopted upon the affirmative vote of a majority of the entire voting membership of the Committee, not merely a majority of those present. New articles or sections added to these By-Laws are adopted by the same vote and become part of these By-Laws upon adoption.

Section 3. Review by the NKADD Board

Because the Committee is a functional advisory committee of the NKADD Board, any amendment or addition that alters the Committee's purpose, authority, or relationship to the Board shall be submitted to the NKADD Board for review consistent with NKADD policy.

ARTICLE XIII — EFFECTIVE DATE

These By-Laws take effect immediately upon their adoption by a majority of the members present at the meeting at which they are adopted. Subsequent amendments and additions take effect immediately upon their adoption in the manner prescribed in Article XII.

Adopted by the Northern Kentucky Regional Mobility Steering Committee on _____, 2026.

_____ _____

Chairperson Vice-Chairperson

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT
Tara Johnson-Noem, Executive Director
Judge/Executive Gary Moore, Board Chair
22 Spiral Drive
Florence, Kentucky 41042
859.283.1885

Memorandum of Agreement

Regional Trip Coordination Pilot, Stage 1

This Memorandum of Agreement ("MOA") is entered into by the Northern Kentucky Area Development District ("NKADD") and the undersigned participating transportation providers (together, "the Parties").

This MOA addresses:

1)Project Background

2)Project Scope

3)Covenants

Project Background

In 2026, NKADD, through its Regional Mobility Initiative, is implementing a regional trip coordination pilot to improve access to transportation and reduce trip denials for older adults, people with disabilities, and other members of the public in the NKADD region (the "Regional Trip Coordination Pilot"). The pilot uses RideSheet, an open-source trip coordination platform, to allow participating providers to share ride requests they cannot fulfill with providers that can.

This work builds on prior coordination conducted through the Regional Mobility Initiative and is guided by the Northern Kentucky Coordinated Public Transit-Human Services Transportation Plan. The pilot is supported by the OKI Mobility Management Grant and the National RTAP Community Rides Grant.

Project Scope

RideSheet is open-source software that allows trip information to be shared among participating human-services transportation providers. The primary goal of the Regional Trip Coordination Pilot is to improve customer service and provider capacity by decreasing trip denial rates and increasing the efficient use of available transportation resources.

The pilot tests two coordination models: Model A, demand-response to demand-response coordination (trip splitting); and Model B, demand-response to fixed-route transfer. RideSheet allows a provider of human-services transportation to forward a ride request it cannot handle to the ADRC for reassignment to another participating provider that can fulfill the request, for reasons including but not limited to trips outside its service

boundaries, trips outside its operating hours, client ineligibility, lack of capacity, or other reasons.

Covenants

Entire Agreement. Except as expressly set forth herein, this MOA embodies the complete agreement between the Parties with respect to using RideSheet to coordinate overflow ride requests among them, and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, relating to the subject matter hereof. No amendment to this MOA is effective unless in writing and signed by the Parties.

Purpose. Parties who enter into this MOA with NKADD to participate in the Regional Trip Coordination Pilot agree to use RideSheet and related tools during the term of the pilot to coordinate their overflow trip requests (the "Stage 1 Pilot"):

A. These Parties agree to work with their individual transit software providers and NKADD to determine an integration pathway to connect to RideSheet. NKADD will work with Parties on integration and may provide support for integration and setup.

B. These Parties agree to collaborate with NKADD and the other Parties to finalize the "Pilot Program Workflow" for the Stage 1 Pilot by September 30, 2026.

C. These Parties agree to accept and submit relevant trips from RideSheet during the Stage 1 Pilot.

D. These Parties agree to bill their appropriate funding source for the cost of trips they accept and provide through RideSheet, unless otherwise agreed in writing by both Parties.

Service Boundaries. The Stage 1 Pilot covers the eight NKADD counties of Boone, Campbell, Carroll, Gallatin, Grant, Kenton, Owen, and Pendleton. Parties are only expected to provide trip services in the boundaries they have funding for during the pilot period of performance. The Parties anticipate that other organizations may wish to join the pilot and expand its geographic boundaries.

Schedule. Parties who sign this MOA commit to participate through the pilot period of performance. The Stage 1 Pilot is tentatively scheduled to operate October 1 through December 18, 2026. Exact dates will be finalized and agreed upon by all Parties in the final Pilot Program Workflow.

Effective Date and Duration. This MOA is effective when signed by all Parties and ends December 31, 2027, or whenever the Stage 1 Pilot ends, whichever occurs first.

Termination. Parties may opt out of the Stage 1 Pilot prior to September 15, 2026. To opt out, a Party must notify NKADD in writing of its desire to be removed from the pilot. Parties who do not notify NKADD prior to September 15, 2026, are committed to participating in the Stage 1 Pilot.

Debarment, Suspension. By signing this MOA, each Party represents that its organization and its principals are not suspended or debarred under applicable federal requirements (2 C.F.R. Part 180, as adopted by the U.S. Department of Transportation at 2 C.F.R. Part 1200).

Public Records. To the extent not prohibited by federal law, this MOA and any related performance measures or standards are subject to public disclosure under the Kentucky Open Records Act, KRS 61.870 to 61.884, as amended.

Authority. NKADD represents that it has the authority to enter into this MOA as an area development district under KRS Chapter 147A. Each other Party represents that it has the full right and authority to enter into this MOA.

Third-Party Beneficiaries. The enforcement of all terms and conditions of this MOA, and all rights and actions relating to it, are strictly reserved to the Parties. Nothing herein gives or allows any claim or right of action to or by any other person or third party to this MOA.

No Binding Arbitration. The Parties do not agree to binding arbitration by any extra-judicial body or person to resolve any conflicts under this MOA.

Provisions Severable. If any provision of this MOA is determined to be invalid or inconsistent with applicable law, that provision is deemed severed from this MOA, no other provision is affected, and all remaining provisions continue in full force and effect.

Governing Law. This MOA is governed by the laws of the Commonwealth of Kentucky and the rules and regulations promulgated under them. All Parties agree to comply with all applicable federal and state laws, rules, and regulations now in effect or later established, including without limitation laws concerning nondiscrimination and unfair employment practices.

Notices. Any notices required under this MOA shall be sent by electronic mail to the Parties at the addresses below, unless a Party notifies the other Parties in writing that its contact or address has changed:

Party / Organization	Contact Name & Title	Email

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates indicated by their signatures below.

Northern Kentucky Area Development District

Signature: _____ Date: _____

Print Name / Title: _____

Participating Provider

Signature: _____ Date: _____

Print Name / Title: _____

Participating Provider

Signature: _____ Date: _____

Print Name / Title: _____

Participating Provider

Signature: _____ Date: _____

Print Name / Title: _____

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Tara Johnson-Noem, Executive Director
Judge/Executive Gary Moore, Board Chair

22 Spiral Drive
Florence, Kentucky 41042
859.283.1885

Data Sharing Agreement

Regional Trip Coordination Pilot, Stage 1

Regional Mobility Initiative | RideSheet Platform

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Parties

This Agreement is made between the Northern Kentucky Area Development District ("NKADD") and the undersigned participating provider ("Information Recipient").

Purpose

This Agreement documents the conditions under which NKADD shares data with the Information Recipient through the RideSheet trip coordination platform, and the conditions under which the Information Recipient is approved to receive and use that data.

Period of Performance

This Agreement is effective for the duration of the Regional Trip Coordination Pilot, Stage 1.

General Terms and Conditions

Use of Information

Client and trip information shared through RideSheet under this Agreement remains the property of the originating provider and, where applicable, the client. NKADD administers the RideSheet platform through which information is shared. Information received by the Information Recipient under this Agreement is provided solely for trip coordination purposes and confers no ownership rights on the Information Recipient.

The Information Recipient understands and agrees that the parties shall construe this Agreement to provide the maximum protection allowed by law for the confidentiality of the information transferred under this Agreement.

NKADD REVIEW: This ownership clause was rewritten to fit the peer coordination model. In DRCOG's template, all data was owned by the hub operator. Under RideSheet, each provider originates and owns its own client data and NKADD administers the platform. Confirm this framing matches how NKADD and the providers intend to treat data ownership, and have counsel review.

Safeguarding Information

The Information Recipient agrees to the following:

- Comply with all state and federal laws and regulations governing the protection and confidentiality of the information.
- Limit access and use of the information to the minimum amount of information necessary, and only to Authorized Users.
- Assure that all Authorized Users with access to the data understand their responsibilities under this Agreement, agree to abide by the terms of the Use and Disclosure of Confidential Information Form (Appendix A), and sign and date that form before accessing the data.
- Maintain all signed Appendix A forms during the term of this Agreement and for one year following its expiration, and provide them to NKADD immediately upon request.
- Maintain a complete and up-to-date list of Authorized Users at all times during the term of this Agreement, and provide it to NKADD immediately upon request.
- Notify NKADD when Authorized Users or the contacts listed in this Agreement are no longer affiliated with the Information Recipient or are no longer authorized to access information provided under this Agreement.
- Comply with all data security requirements in Appendix B.
- Unless otherwise agreed in writing in this Agreement, or at the direction of NKADD, destroy all copies of any data provided under this Agreement in accordance with the retention schedule in the applicable funding agreement. Acceptable methods of destruction are described in Appendix B. Upon completion, submit the Certification of Data Disposition (Appendix C) to NKADD's designated data coordinator within 30 calendar days of the end of this Agreement.

- In the event of a breach of this Agreement, or for any other reason, NKADD may by written notice require the Information Recipient to immediately destroy all copies of any data provided under this Agreement. Upon completion, submit the Certification of Data Disposition (Appendix C) to NKADD's designated data coordinator within 30 calendar days of the date the notice was sent.

The Information Recipient acknowledges and agrees that the obligations in this section survive completion, cancellation, expiration, or termination of this Agreement.

Re-disclosure of Information

The Information Recipient is prohibited from disclosing, in any manner, all or part of the information provided under this Agreement, unless NKADD has agreed otherwise in writing.

If the Information Recipient is a public agency subject to the Kentucky Open Records Act (KRS 61.870 to 61.884) or another public-records or freedom-of-information law, and receives a records request to which all or part of the information subject to this Agreement is responsive, the Information Recipient will notify NKADD's designated data coordinator as soon as practicable, and in any event within one (1) business day of receiving the request. Because KRS 61.880 requires a public agency to respond to an open records request within five (5) business days, prompt notice is necessary so NKADD can assert any applicable exemption. The notice must:

- Be in writing, and
- Include a copy of the request or another writing that shows the date the Information Recipient received the request, the records the Information Recipient believes are responsive, and the identity of the requestor, if known.

NKADD REVIEW: DRCOG's template gave the hub operator ten business days of advance notice before disclosure. That is not workable in Kentucky, where KRS 61.880 gives an agency only five business days to respond, so the notice period was shortened to one business day. Counsel should confirm this timing and which Open Records exemption(s) NKADD would rely on.

Cause for Termination

The Information Recipient acknowledges that unauthorized use or disclosure of the data or information, or any other violation of this Agreement, may subject the Information Recipient to civil or criminal penalties under applicable state and federal law, will result in the immediate termination of this Agreement, and may result in denial of data or information in the future.

Conflict of Interest

NKADD may, by written notice to the Information Recipient, terminate the right of the Information Recipient to proceed under this Agreement if NKADD finds, after due notice and examination, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Information Recipient, or an agent or representative of the Information Recipient, to any officer or employee of NKADD with a view toward securing this Agreement or favorable treatment with respect to the awarding, amending, or making of any determination related to this Agreement.

If this Agreement is terminated as provided above, NKADD is entitled to pursue the same remedies against the Information Recipient as it could pursue in the event of a breach. The rights and remedies of NKADD provided in this section are in addition to any other rights and remedies provided by law.

Exposure to NKADD Business Information Unrelated to This Agreement

During the course of this Agreement, the Information Recipient may inadvertently become aware of information unrelated to this Agreement. The Information Recipient will disregard such information and not use it, recognizing that NKADD relies on public trust to conduct its work. This information may be handwritten, typed, electronic, or verbal, and may come from a variety of sources.

Governance

This Agreement is entered into under the authority granted by the laws of the Commonwealth of Kentucky and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal statutes and rules, including the requirements of the pilot's federal funding sources;
- Kentucky state statutes and rules; and
- Any other provisions of this Agreement, including materials incorporated by reference.

NKADD REVIEW: DRCOG's template placed state law ahead of federal. Because the pilot is federally funded, federal requirements are listed first here. Adjust the order if NKADD or its counsel prefers otherwise.

Hold Harmless

Each party to this Agreement is solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Agreement. Neither party is responsible for the acts and omissions of entities or individuals not party to this Agreement. NKADD and the Information Recipient shall cooperate in the defense of tort lawsuits when possible. Nothing in this Agreement waives any governmental or sovereign immunity available to NKADD under Kentucky law.

NKADD REVIEW: A sentence preserving NKADD's governmental immunity was added. Kentucky immunity rules for area development districts should be confirmed by counsel.

Limitation of Authority

Only an authorized signatory for NKADD (the Executive Director or designee) has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of NKADD. No alteration, modification, or waiver is effective or binding unless made in writing and signed by an authorized signatory for NKADD.

Severability

If any term or condition of this Agreement is held invalid, that invalidity does not affect the validity of the other terms or conditions, provided that the remaining terms and conditions can still fairly be given effect.

Survivorship

The terms and conditions of this Agreement that by their sense and context are intended to survive the completion, cancellation, termination, or expiration of the Agreement shall survive.

Termination

Either party may terminate this Agreement for any reason upon 30 days' prior written notice to the other party. NKADD may terminate this Agreement effective immediately if it finds the Information Recipient has used or disclosed data in any manner that violates the terms of this Agreement or its appendices. If this Agreement is so terminated, the parties are liable only for performance rendered or costs incurred in accordance with this Agreement prior to the effective date of termination. Termination does not extinguish the Information Recipient's obligation to delete any data or information received and to submit an Appendix C.

Waiver of Default

This Agreement, or any term or condition, may be modified only by a written amendment signed by NKADD and the Information Recipient. Either party may propose an amendment. Failure or delay by either party to exercise any right, power, privilege, or remedy under this Agreement does not constitute a waiver. No provision of this Agreement may be waived except in writing signed by NKADD or the Information Recipient.

All Writings Contained Herein

This Agreement and its appendices contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement and appendices are deemed to exist or to bind any of the parties.

Appendix A

Use and Disclosure of Confidential Information

People with access to confidential information are responsible for understanding and following the laws, policies, procedures, and practices governing it. The Information Recipient must maintain this form. All persons provided with access to information under this Agreement must understand and agree to abide by the following:

Confidential Information

Confidential information is information that federal and state law protect from public disclosure. Examples include Social Security numbers and health-related information that is identifiable to a specific person.

Access and Use of Confidential Information

- Access to confidential information must be limited to people whose work specifically requires access to the information.
- Use of confidential information is limited to the purposes specified in this Agreement.

Disclosure of Confidential Information

- An Information Recipient may disclose an individual's confidential information received or created under this Agreement to that individual or that individual's personal representative, consistent with law.

- An Information Recipient may otherwise disclose an individual's confidential information only as permitted under the Re-disclosure of Information section of this Agreement and when state or federal law allows or requires disclosure.

Consequences of Unauthorized Use or Disclosure

An Information Recipient's unauthorized use or disclosure of confidential information is grounds for NKADD to immediately terminate this Agreement. The Information Recipient may also be subject to administrative, civil, and criminal penalties under applicable law.

Signature: _____ Date: _____
Print Name: _____ Title: _____

Appendix B

Data Security Requirements

NKADD's designated IT or information security contact must approve any changes to this section prior to execution of this Agreement. The Information Recipient agrees:

- Its security practices and safeguards comply with the HIPAA Security Rule to the extent the information constitutes protected health information.
- It has taken the steps necessary to prevent unauthorized access, use, or modification of the information in any form.

The Information Recipient agrees to protect the information as described below.

Passwords

Passwords must always be encrypted. When stored outside the authentication mechanism, passwords must be kept in a secure environment separate from the data and protected in the same manner as the data. Complex passwords are at least 8 characters in length and contain at least three of the following character classes: uppercase letters, lowercase letters, numerals, special characters.

Data Storage

The data must not be copied, moved, or transferred by the Information Recipient in any manner unless specifically authorized within the terms of this Agreement.

Data Access

The Information Recipient will notify NKADD immediately whenever an authorized person in possession of access credentials is terminated or otherwise leaves the employment of the Information Recipient, or whenever a person's duties change such that the person no longer requires access to perform work under this Agreement.

If authorized, data must be encrypted during transmission using a key length of at least 128 bits, using industry-standard mechanisms and algorithms, such as those validated by the National Institute of Standards and Technology (NIST). Authentication must occur using a unique user ID and complex password. When data is classified as confidential, authentication requires secure encryption protocols and multi-factor authentication (MFA). Accounts must lock after 5

unsuccessful access attempts and remain locked for at least 30 minutes or until reset by an administrator.

Paper Documents

Paper records containing data classified as confidential must be stored in a secure area accessible only to authorized personnel. When not in use, such records are stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

Data Disposition

If data destruction is required by this Agreement, the data must be destroyed using one or more of the following methods, and a completed Appendix C must be submitted to NKADD's designated data coordinator.

Data stored on	Destroyed by
Hard disks / SSDs	A "wipe" utility that overwrites the data at least three (3) times using random or single-character data; degaussing sufficient to ensure the data cannot be reconstructed; or physically destroying the disk.
Paper documents with confidential information	On-site shredding, pulping, or incineration; or recycling through a firm under contract certified for the secure destruction of confidential information.
Optical discs (CDs, DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive.
Removable media (USB flash drives, portable hard disks)	A "wipe" utility that overwrites the data at least three (3) times using random or single-character data; physically destroying the disk; or degaussing magnetic media sufficient to ensure the data cannot be reconstructed.

Notification of Breach or Potential Breach

The Information Recipient shall notify NKADD's designated IT or information security contact and NKADD's designated data coordinator within one (1) business day of any suspected or actual breach of the security or confidentiality of information covered by this Agreement. The Information Recipient shall also comply with the notification requirements of the Kentucky data-breach notification law, KRS 365.732, and any applicable federal breach-notification requirements.

NKADD REVIEW: A reference to Kentucky's breach-notification statute (KRS 365.732) was added. Confirm which parties are "information holders" under that statute and whether HIPAA breach-notification rules also apply to any provider that is a covered entity.

Appendix C

Certification of Data Disposition

Date of Disposition: _____

Check all that apply:

- All copies of any datasets related to this Agreement have been destroyed from all data storage systems currently or previously under the control of the Information Recipient, to effectively prevent any future access to the previously stored information.

- All materials and media currently or previously under the control of the Information Recipient containing any data related to this Agreement have been physically destroyed to prevent any future use of the materials and media.
- All paper copies of the information currently or previously under the control of the Information Recipient related to this Agreement have been destroyed on-site by crosscut or similar shredding.
- Other (provide details in an attachment to this document).

The Information Recipient certifies, by signature below, that the data disposition requirements provided in this Agreement have been fulfilled as indicated above. By signing below, the person indicates that they have the authority to sign on behalf of the Information Recipient.

Signature: _____ Date: _____
Print Name: _____ Title: _____

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Tara Johnson-Noem, Executive Director
Judge/Executive Gary Moore, Board Chair

22 Spiral Drive
Florence, Kentucky 41042
859.283.1885

August 13, 2026

Background

NKADD has two funds associated with our small business lending program, commonly known as the Revolving Loan Fund. The first, called the "Legacy Fund," was funded through a grant from the Economic Development Administration following the 1997 flood in Falmouth and Pendleton County. The first phase of that fund was focused on supporting businesses directly impacted by the flood. The second phase was focused on supporting Pendleton County businesses. The third phase expanded small business lending throughout the eight-county region. Once the loan fund made sufficient loans to "revolve" the original loan several times, ultimately the grant was de-federalized into its final and fourth phase, which is ongoing.

During the COVID-19 Pandemic, NKADD received a second grant from the Economic Development Administration (EDA), paid for under the Federal CARES Act. This fund continues to be overseen by EDA staff via regular quarterly reporting. Unfortunately, several of the original loans made through this fund went into default over the last few years. Also, originating new loans has been slow – due to a combination of factors including challenging market conditions for brick and mortar retail and commercial business, low number of application inquiries, limited staff capacity in loan generation and marketing, and increased caution in loan underwriting.

CARES Act RLF – Brief History and Current Status

NKADD initially received a $550,000 grant award amount from EDA from CARES Act funds. This award consisted of $500,000 loan capital that could only be used for lending + $50,000 allocated admin funds that was to be used by NKADD for their additional hiring/admin expenses due to the urgency in lending. This grant had a short timeframe for lending funds out to businesses impacted by the COVID-19 Pandemic. The current CARES Act RLF status is as follows:

- Of the initial $500,000 intended for lending, $338,000 were disbursed. In May and again in September 2022, NKADD was required to return unlent funds to meet the timeline obligations of the grant.
- Of those $338,000 lent, the fund also has experienced defaults resulting in the new Capital Base calculation of $310,175.32. This includes money available to lend as well as the funding currently tied up in active loans.
- Of the $50,000 allocated admin funds, $30,527.11 was disbursed to pay for additional admin expenses. The remainder of the $50,000 administrative grant award was also returned to EDA through de-obligation action prior to transition to revolving phase.
- The current Risk Rating under the EDA Risk Analysis System for fiscal year ending June 30, 2026 is a B.

CARES Act RLF Compliance Options
NKADD has received notice that we are out of compliance with the Capital Base utilization rate which is triggered when 50% or more of the Capital Base has been available for lending for 24 or more consecutive months. We are just over 70% now and have until December to get below 50% to avoid partial termination.

There are three potential remedies for this situation:

- Dramatically increase lending to reestablish compliance - *not realistic by December*

- Allow the EDA to take action to partially terminate the grant award through disallowance action to recapture the excess portion of the funds, requiring additional lending by June 30, 2027 or additional recapture would be necessary - *This can affect future lending as well as future EDA grants to our region*

- *NKADD Executive Director Recommendation*: Termination by Mutual Agreement (aka Termination for Convenience), in which the federal share (100%) of the Capital Base is returned to EDA and the grant award will cease in its entirety.

Recommendation: CARES fund Termination by Mutual Agreement
If the grant award is terminated by mutual agreement, the outstanding principal is included in the Capital Base amount that is returned to EDA. Once the termination occurs, any subsequent payments received belong to NKADD and are not returned to EDA. NKADD could pay the outstanding principal out of the Legacy RLF Fund and then loan payments thereafter would be paid back into the Legacy fund.

This step would require approval by both the Revolving Loan Fund Committee and the NKADD Board of Directors.

Legacy Fund Future Plans
NKADD staff recommends working with the members of the RLF Committee to determine plans for use of the remaining Legacy RLF Funds. One concept that has been discussed is the use of these funds to support the regional housing shortfall by making small business loans to smaller builders and rehabbers who are creating new units of housing (single-family for rent and purchase as well as smaller multi-family rental) across the region.

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Kentucky Intergovernmental Review Process (KIRP)/ eClearinghouse
Project Review
June 25, 2026

Project Title	SAI Number	Applicant	Location	Page
Saint Joseph Health System, Inc.Enhancing Critical Healthcare Infrastructure and Workforce Resilience for Disaster Preparedness	KY202607160903	Saint Joseph Health System, Inc.	,State-Wide	2
FFY2027 Water Quality Management Planning	KY202607210946	Energy & Environment Cabinet--Department for Environmental Protection	, State-Wide	10
Patton Street Apartments	KY202608031121	Brighton Properties, Inc.	Covington, Kenton County	17
Warsaw Sports Complex	KY202608131195	Gallatin County Fiscal Court	, Gallatin County	24

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Kentucky Intergovernmental Review Process (KIRP)/ eClearinghouse

Project Title: Saint Joseph Health System, Inc.Enhancing Critical Healthcare Infrastructure and Workforce Resilience for Disaster Preparedness

SAI No: KY202607160903

RE: Board Review and Action Requested

Background: The Intergovernmental Review Process started in 1982 with Presidential Executive Order 12372, which requires federal agencies to provide for consultation with state and local governments that supply non-federal funds for - or that would be directly affected by - proposed federal financial assistance or direct federal development. All Federal program applications in Kentucky are subject to Executive Order 12372 - Intergovernmental Review of Federal Programs (unless the application specifically states not subject to EO 12372), Pres_ExOrder12372 and KRS45.031. statute.aspx (ky.gov)

The eClearinghouse or also known as the state's Single Point of Contact (SPOC) coordinates the State-level review of Federal Grant projects that will take place in Kentucky and assists in identifying potential conflicts or duplication in services for proposed projects impacting the state and region. The eClearinghouse provides an efficient way for Federal Grant applicants to comply with funding agency requirements. It identifies the state agencies that should be involved in the development of federal projects and provides them with the opportunity to review and comment on applications as well as read other agencies' comments. The comments are then compiled into one clearinghouse letter for applicants to submit to the funding agency.

Contractual Obligation: The KIRP or Kentucky State Clearinghouse has been designated to provide state and local input to the appropriate federal agency. The Northern Kentucky Area Development District (NKADD) is the designated Regional Review Agency (RRA) for the Kentucky Intergovernmental Review Process (KIRP) through the annual Kentucky Joint Funding Administration (JFA) contract.

Responsibilities: As the RRA, the NKADD's responsibilities include:

- coordination of federally assisted projects and programs with local and area plans;
- soliciting input from area-wide and local agencies that are authorized to develop and enforce environmental standards;
- providing agencies charged with enforcing or furthering civil rights laws with the opportunity to participate in the review process and
- to encourage an expeditious process of intergovernmental coordination and review of proposed projects.

NKADD Internal Review Process: Following the JFA MOU Scope of Work, the new Community Development Planning team has recently revised the NKADD internal review process to ensure compliance and provide a streamlined comment period. The revised review process will include:

- Providing chief elected officials with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.
- If applicable, providing special purpose units of local governments with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.
- Evaluate the responses to determine the significance of the proposed federally assisted programs to area-wide and local plans and programs to develop comments
- If applicable, inform interstate metropolitan planning districts that share common territory with the NKADD of the project. If the interstate body desires to provide input on these proposals, it must utilize the officially designed state Single Point of Contact to forward comments to the Kentucky State Single Point of Contact.
- Present to the NKADD Board of Directors for review and action on the project
- Select the correct endorsement response (Endorse with Comment or Non-Endorse) and submit comments to eClearinghouse. Types of comments include no concerns, information about permit requirements, best management practices, etc.

SUMMARY SHEET
INTERGOVERNMENTAL REVIEW PROCESS

	KY202607160903
DATE RECEIVED	**PROJECT NUMBER**

Saint Joseph Health System, Inc.Enhancing Critical Healthcare Infrastructure and Workforce Resilience for Disaster Preparedness

PROJECT NAME

LOCAL			☐
Saint Joseph Health System, Inc.		**AREAWIDE**	☐
APPLICANT'S NAME		**REGIONAL**	☐
EDA - Economic Development Administration	11.307	**STATEWIDE**	☒
AGENCY TO RECEIVE REQUEST	**FED. CAT. #**	**INTERAGENCY**	☐

SUMMARY: In order to qualify for the Economic Development Administration's FY 25 Disaster Supplemental Grant Program, a nonprofit entity must reside in a location that experienced a FEMA-qualifying natural disaster. Saint Joseph Health System, Inc., one of the largest health systems in the state of Kentucky with seven hospital locations and 135 medical group practices spanning central and eastern Kentucky, qualified for three separate natural disaster events: 1. DR-4702-KY: Severe Storms, Straight-Line Winds, Tornadoes, Flooding, Landslides, Mudslides (March 3-4, 2023) – Statewide. 2. DR-4804-KY: Severe Storms, Straight-Line Winds, Tornadoes (May 21-27, 2024) – Laurel County. 3. DR-4848-KY: Remnants of Hurricane Helene (September 27-30, 2024) – Montgomery County. Saint Joseph Health System (SJHS) envisions transforming its emergency care capabilities and operational resilience across key Kentucky communities through strategic investments in portable and fixed medical imaging equipment and critical communication infrastructure. This initiative aims to mitigate the devastating impacts of future natural disasters, enhance life-saving diagnostics and treatment, and significantly bolster economic stability by creating 68 highly-skilled, well-paying jobs. By doing so, SJHS will fortify the region's ability to withstand and recover more effectively from escalating climate-related challenges, ultimately putting the communities on a trajectory to exceed their pre-disaster economic and healthcare baselines. As a vital economic engine, Kentucky hospitals collectively employ over 95,000 people and contribute $34 billion annually to the state's economy (KHA Statewide Report, 2024), a role SJHS proudly embodies. Proposed Goals: The proposed $15,355,762 project (of which we will match 20%) investment will significantly elevate SJHS's capacity to serve communities by: • Enhancing Diagnostic and Treatment Capacity: Equipping Emergency Departments (EDs) and critical care units across seven facilities with state-of-the-art portable and fixed imaging equipment (MRI, CT, US, X-Ray) to facilitate rapid, life-saving diagnoses and interventions during routine and mass casualty events. • Ensuring Operational Continuity and Resilience: Deploying critical radio (OR) towers to establish robust communication networks, guaranteeing seamless emergency operations even when traditional infrastructure fails. • Driving Economic Growth and Stability: Directly creating 68 new high-quality, well-paying jobs in the healthcare industry, generating an estimated total economic benefit of over $33,123,339 million. • Strengthening Regional Resilience: Improving overall regional health outcomes, reducing economic disruption post-disaster, and enabling faster economic recovery for communities across the interconnected service areas. Beyond direct economic impact,

the project will bolster the ability of SJHS facilities to continue providing significant community benefits, including millions in uncompensated and charity care annually. The proposed SJHS initiative, "Enhancing Critical Healthcare Infrastructure and Workforce Resilience for Disaster Preparedness," directly responds to the profound vulnerabilities and demonstrated surge capacity needs of our hospitals during natural disaster events. This project transcends mere recovery by implementing strategic investments in state-of-the-art medical imaging equipment and critical communication infrastructure across seven facilities, which will restore regional healthcare resilience and economic vitality to exceed previous pre-disaster baselines. Due to word count restriction in this section, details regarding the disaster events and hospital data documenting need are attached below.

PROPOSED FUNDING	**FEDERAL**	$15,355,762
	APPLICANT	$3,071,153
	STATE	$
	LOCAL	$
	PROGRAM INCOME	$
	OTHER (Specify)	$
	PRINCIPLE FORGIVENESS	$
	TOTAL	$1,8426,915

STAFF ASSIGNED: _____

STAFF COMMENTS: ☐ **POSITIVE** ☐ **NEGATIVE** ☐ **OTHER**

Return to Review Projects (/echreviews)

Review Project

Enhancing Critical Healthcare Infrastructure and Workforce Resilience for Disaster Preparedness

Submit Review

Review Open | Awaiting Comment

Select Details

Summary

General

SAI Number
KY202607160903

Submitting Organization
Saint Joseph Health System, Inc.

Submitter Name
Janell Oliver

Submitter Phone
502-777-2087

Submitter Email
janell.oliver@commonspirit.org

Applicant

Applicant Type
Non-Profit

Applicant Organization
Saint Joseph Health System, Inc

Applicant Name
Ms. Janell Oliver

Applicant Mailing Address
One Saint Joseph Drive
Lexington, KY 40504

Applicant Phone
502-777-2087

Applicant Email
janell.oliver@commonspirit.org

Project Details

Project Type
Disaster / Disaster Prevention and Relief

Project Title
Enhancing Critical Healthcare Infrastructure and Workforce Resilience for Disaster Preparedness

Does This Project Involve Construction/Renovation?
Yes

Does project involve construction of housing, running of water, wastewater lines, or purchase of real estate?
No

Counties
State-Wide

Congressional Districts
2, 5, 6

ALN Number	ALN Title
11.307	EDA-DISASTER-2025

Applying for Federal Grants?
Yes

Federal Agency
EDA - Economic Development Administration

Applying for State Grants?
No

Start Date
09/01/2026

Delinquent on any Federal Debt?
No

Site Physical Address
One Saint Joseph Drive
Lexington, KY 40504

Site Latitude
-

Site Longitude

-

Project Description

In order to qualify for the Economic Development Administration's FY 25 Disaster Supplemental Grant Program, a nonprofit entity must reside in a location that experienced a FEMA-qualifying natural disaster. Saint Joseph Health System, Inc., one of the largest health systems in the state of Kentucky with seven hospital locations and 135 medical group practices spanning central and eastern Kentucky, qualified for three separate natural disaster events: 1. DR-4702-KY: Severe Storms, Straight-Line Winds, Tornadoes, Flooding, Landslides, Mudslides (March 3-4, 2023) – Statewide. 2. DR-4804-KY: Severe Storms, Straight-Line Winds, Tornadoes (May 21-27, 2024) – Laurel County. 3. DR-4848-KY: Remnants of Hurricane Helene (September 27-30, 2024) – Montgomery County. Saint Joseph Health System (SJHS) envisions transforming its emergency care capabilities and operational resilience across key Kentucky communities through strategic investments in portable and fixed medical imaging equipment and critical communication infrastructure. This initiative aims to mitigate the devastating impacts of future natural disasters, enhance life-saving diagnostics and treatment, and significantly bolster economic stability by creating 68 highly-skilled, well-paying jobs. By doing so, SJHS will fortify the region's ability to withstand and recover more effectively from escalating climate-related challenges, ultimately putting the communities on a trajectory to exceed their pre-disaster economic and healthcare baselines. As a vital economic engine, Kentucky hospitals collectively employ over 95,000 people and contribute $34 billion annually to the state's economy (KHA Statewide Report, 2024), a role SJHS proudly embodies. Proposed Goals: The proposed $15,355,762 project (of which we will match 20%) investment will significantly elevate SJHS's capacity to serve communities by: • Enhancing Diagnostic and Treatment Capacity: Equipping Emergency Departments (EDs) and critical care units across seven facilities with state-of-the-art portable and fixed imaging equipment (MRI, CT, US, X-Ray) to facilitate rapid, life-saving diagnoses and interventions during routine and mass casualty events. • Ensuring Operational Continuity and Resilience: Deploying critical radio (OR) towers to establish robust communication networks, guaranteeing seamless emergency operations even when traditional infrastructure fails. • Driving Economic Growth and Stability: Directly creating 68 new high-quality, well-paying jobs in the healthcare industry, generating an estimated total economic benefit of over $33,123,339 million. • Strengthening Regional Resilience: Improving overall regional health outcomes, reducing economic disruption post-disaster, and enabling faster economic recovery for communities across the interconnected service areas. Beyond direct economic impact, the project will bolster the ability of SJHS facilities to continue providing significant community benefits, including millions in uncompensated and charity care annually.

Need for project

The proposed SJHS initiative, "Enhancing Critical Healthcare Infrastructure and Workforce Resilience for Disaster Preparedness," directly responds to the profound vulnerabilities and demonstrated surge capacity needs of our hospitals during natural disaster events. This project transcends mere recovery by implementing strategic investments in state-of-the-art medical imaging equipment and critical communication infrastructure across seven facilities, which will restore regional healthcare resilience and economic vitality to exceed previous pre-disaster baselines. Due to word count restriction in this section, details regarding the disaster events and hospital data documenting need are attached below.

Waste Water Details

Water Supplier Name

N/A.

Wastewater Disposal Description

Existing publicly owned wastewater treatment plant

Plant Name

N/A.

Solid Waste Details

Landfill Name

-

Landfill Permit Number

-

Transport Mode

-

Transport Company
-

Funding Details

Federal
$15,355,762.00

Applicant
$3,071,153.00

State
$0.00

Local
$0.00

Program Income
$0.00

Other Funding Sources
-

Other Income
$0.00

Total Funding
$18,426,915.00

Kentucky Department for Local Government

(https://www.x.com/DLG_KY/) (https://www.facebook.com/DLGKY/)

100 Airport Road, 3rd Floor, Frankfort, KY 40601 (https://www.google.com/maps/place/100+Airport+Rd,+Frankfort,+KY+40601)
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Toll-free: 800-346-5606 (tel:8003465606)
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NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Kentucky Intergovernmental Review Process (KIRP)/ eClearinghouse

Project Title: FFY2027 Water Quality Management Planning

SAI No: KY202607210946

RE: Board Review and Action Requested

Background: The Intergovernmental Review Process started in 1982 with Presidential Executive Order 12372, which requires federal agencies to provide for consultation with state and local governments that supply non-federal funds for - or that would be directly affected by - proposed federal financial assistance or direct federal development. All Federal program applications in Kentucky are subject to Executive Order 12372 - Intergovernmental Review of Federal Programs (unless the application specifically states not subject to EO 12372), Pres_ExOrder12372 and KRS45.031. statute.aspx (ky.gov)

The eClearinghouse or also known as the state's Single Point of Contact (SPOC) coordinates the State-level review of Federal Grant projects that will take place in Kentucky and assists in identifying potential conflicts or duplication in services for proposed projects impacting the state and region. The eClearinghouse provides an efficient way for Federal Grant applicants to comply with funding agency requirements. It identifies the state agencies that should be involved in the development of federal projects and provides them with the opportunity to review and comment on applications as well as read other agencies' comments. The comments are then compiled into one clearinghouse letter for applicants to submit to the funding agency.

Contractual Obligation: The KIRP or Kentucky State Clearinghouse has been designated to provide state and local input to the appropriate federal agency. The Northern Kentucky Area Development District (NKADD) is the designated Regional Review Agency (RRA) for the Kentucky Intergovernmental Review Process (KIRP) through the annual Kentucky Joint Funding Administration (JFA) contract.

Responsibilities: As the RRA, the NKADD's responsibilities include:

- coordination of federally assisted projects and programs with local and area plans;
- soliciting input from area-wide and local agencies that are authorized to develop and enforce environmental standards;
- providing agencies charged with enforcing or furthering civil rights laws with the opportunity to participate in the review process and
- to encourage an expeditious process of intergovernmental coordination and review of proposed projects.

NKADD Internal Review Process: Following the JFA MOU Scope of Work, the new Community Development Planning team has recently revised the NKADD internal review process to ensure compliance and provide a streamlined comment period. The revised review process will include:

- Providing chief elected officials with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.

- If applicable, providing special purpose units of local governments with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.
- Evaluate the responses to determine the significance of the proposed federally assisted programs to area-wide and local plans and programs to develop comments
- If applicable, inform interstate metropolitan planning districts that share common territory with the NKADD of the project. If the interstate body desires to provide input on these proposals, it must utilize the officially designed state Single Point of Contact to forward comments to the Kentucky State Single Point of Contact.
- Present to the NKADD Board of Directors for review and action on the project
- Select the correct endorsement response (Endorse with Comment or Non-Endorse) and submit comments to eClearinghouse. Types of comments include no concerns, information about permit requirements, best management practices, etc.

SUMMARY SHEET
INTERGOVERNMENTAL REVIEW PROCESS

	KY202607210946
DATE RECEIVED	**PROJECT NUMBER**

FFY2027 Water Quality Management Planning

PROJECT NAME

Energy & Environment Cabinet--Department for Environmental Protection

APPLICANT'S NAME

EPA - Enviormental Protection Agency	66.444	
AGENCY TO RECEIVE REQUEST	**FED. CAT. #**	

LOCAL	☐
AREAWIDE	☐
REGIONAL	☐
STATEWIDE	☒
INTERAGENCY	☐

SUMMARY: This grant would fund the development of a tool that would automatically generate most portions of an EPA-acceptable watershed plan. The ability to develop most of a watershed plan while working alongside communities to gather public input would greatly reduce barriers to implementation, particularly in recoverable watersheds. Water Quality Management Planning is required by state statute. These funds will be used to administer and facilitate water quality planning activities.

PROPOSED FUNDING	**FEDERAL**	$101,200
	APPLICANT	$
	STATE	$
	LOCAL	$
	PROGRAM INCOME	$
	OTHER (Specify)	$
	PRINCIPLE FORGIVENESS	$
	TOTAL	$101,200

STAFF ASSIGNED:

STAFF COMMENTS: ☐ **POSITIVE** ☐ **NEGATIVE** ☐ **OTHER**

Review Project

FFY2027 Water Quality Management Planning

Submit Review

Review Open | Awaiting Comment

Select Details

Summary

General

SAI Number
KY202607210946

Submitting Organization
Energy & Environment Cabinet--Department for Environmental Protection

Submitter Name
Meredith St. Andre

Submitter Phone
5027826289

Submitter Email
meredith.st.andre@ky.gov

Applicant

Applicant Type
State

Applicant Organization
Energy & Environment Cabinet--Department for Environmental Protection

Applicant Name
Ms. Sarah Marshall

Applicant Mailing Address
300 Sower Boulevard
Frankfort, KY 40601-0000

Applicant Phone
502-782-3279

Applicant Email
Sarah.Marshall@ky.gov

Project Details

Project Type
Science and Technology

Project Title
FFY2027 Water Quality Management Planning

Does This Project Involve Construction/Renovation?
No

Does project involve construction of housing, running of water, wastewater lines, or purchase of real estate?
No

Counties
State-Wide

Congressional Districts
1, 2, 3, 4, 5, 6

ALN Number	ALN Title
66.444	Water Quality Management Planning

Applying for Federal Grants?
Yes

Federal Agency
EPA - Environmental Protection Agency

Applying for State Grants?
No

Start Date
10/01/2026

Delinquent on any Federal Debt?
No

Site Physical Address
300 Sower Boulevard
Frankfort, KY 40601

Site Latitude
-

Site Longitude

-

Project Description
This grant would fund the development of a tool that would automatically generate most portions of an EPA-acceptable watershed plan. The ability to develop most of a watershed plan while working alongside communities to gather public input would greatly reduce barriers to implementation, particularly in recoverable watersheds.

Need for project
Water Quality Management Planning is required by state statute. These funds will be used to administer and facilitate water quality planning activities.

Waste Water Details

Water Supplier Name
-

Wastewater Disposal Description
-

Solid Waste Details

Landfill Name
-

Landfill Permit Number
-

Transport Mode
-

Transport Company
-

Funding Details

Federal
$101,200.00

Applicant
$0.00

State
$0.00

Local
$0.00

Program Income
$0.00

Other Funding Sources
-

Other Income
$0.00

Total Funding
$101,200.00

Kentucky Department for Local Government

(https://www.x.com/DLG_KY/) (https://www.facebook.com/DLGKY/)

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Office: 502-573-2382 (tel:5025732382)
Toll-free: 800-346-5606 (tel:8003465606)
TDD: 800-648-6056 (tel:8006486056)
Fax: 502-227-8691 (tel:5022278691)

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NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Kentucky Intergovernmental Review Process (KIRP)/ eClearinghouse

Project Title: Patton Street Apartments

SAI No: KY202608031121

RE: Board Review and Action Requested

Background: The Intergovernmental Review Process started in 1982 with Presidential Executive Order 12372, which requires federal agencies to provide for consultation with state and local governments that supply non-federal funds for - or that would be directly affected by - proposed federal financial assistance or direct federal development. All Federal program applications in Kentucky are subject to Executive Order 12372 - Intergovernmental Review of Federal Programs (unless the application specifically states not subject to EO 12372), Pres_ExOrder12372 and KRS45.031. statute.aspx (ky.gov)

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Contractual Obligation: The KIRP or Kentucky State Clearinghouse has been designated to provide state and local input to the appropriate federal agency. The Northern Kentucky Area Development District (NKADD) is the designated Regional Review Agency (RRA) for the Kentucky Intergovernmental Review Process (KIRP) through the annual Kentucky Joint Funding Administration (JFA) contract.

Responsibilities: As the RRA, the NKADD's responsibilities include:

- coordination of federally assisted projects and programs with local and area plans;
- soliciting input from area-wide and local agencies that are authorized to develop and enforce environmental standards;
- providing agencies charged with enforcing or furthering civil rights laws with the opportunity to participate in the review process and
- to encourage an expeditious process of intergovernmental coordination and review of proposed projects.

NKADD Internal Review Process: Following the JFA MOU Scope of Work, the new Community Development Planning team has recently revised the NKADD internal review process to ensure compliance and provide a streamlined comment period. The revised review process will include:

- Providing chief elected officials with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.

- If applicable, providing special purpose units of local governments with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.
- Evaluate the responses to determine the significance of the proposed federally assisted programs to area-wide and local plans and programs to develop comments
- If applicable, inform interstate metropolitan planning districts that share common territory with the NKADD of the project. If the interstate body desires to provide input on these proposals, it must utilize the officially designed state Single Point of Contact to forward comments to the Kentucky State Single Point of Contact.
- Present to the NKADD Board of Directors for review and action on the project
- Select the correct endorsement response (Endorse with Comment or Non-Endorse) and submit comments to eClearinghouse. Types of comments include no concerns, information about permit requirements, best management practices, etc.

SUMMARY SHEET
INTERGOVERNMENTAL REVIEW PROCESS

	KY202608031121
DATE RECEIVED	**PROJECT NUMBER**
Patton Street Apartments	
PROJECT NAME	**LOCAL** ☒
Brighton Properties, Inc.	**AREAWIDE** ☐
APPLICANT'S NAME	**REGIONAL** ☐
HUD / 14.239	**STATEWIDE** ☐
AGENCY TO RECEIVE REQUEST / **FED. CAT. #**	**INTERAGENCY** ☐

SUMMARY: Brighton Properties, Inc., a wholly owned subsidiary of Brighton Center, Inc., is partnering with AM Titan Developments, LLC on the proposed affordable housing development at 609 Patton Street in Covington, Kentucky as the team prepares for the KHC 9% Low-Income Housing Tax Credit pre-application process. The proposed project is anticipated to consist of approximately 60 affordable multifamily apartment homes designed to provide high-quality, energy-efficient, and accessible housing opportunities for low- to moderate-income households. As currently structured, AM Titan Developments, LLC will serve in the development partnership role alongside Brighton Properties, which will support predevelopment coordination, financing and funding applications, compliance planning, and long-term property management and asset management functions. All project assumptions remain preliminary and subject to refinement through underwriting, design, and scoring analysis.

PROPOSED FUNDING		
	FEDERAL	$
	APPLICANT	$
	STATE	$
	LOCAL	$
	PROGRAM INCOME	$
	OTHER (Specify)	$
	PRINCIPLE FORGIVENESS	$
	TOTAL	$0

STAFF ASSIGNED: _____

STAFF COMMENTS: ☐ **POSITIVE** ☐ **NEGATIVE** ☐ **OTHER**

Review Project
Patton Street Apartments

Submit Review

Review Open | Awaiting Comment

Select Details

Summary

General

SAI Number
KY202608031121

Submitting Organization
Brighton Properties, Inc.

Submitter Name
Derek McCain

Submitter Phone
513-226-4605

Submitter Email
dmccain@brightoncenter.com

Applicant

Applicant Type
Non-Profit

Applicant Organization
Brighton Properties, Inc.

Applicant Name
Mr. Derek McCain

Applicant Mailing Address
799 Ann Street
Newport, KY 41071

Applicant Phone
859-491-8303

Applicant Email
dmccain@brightoncenter.com

Project Details

Project Type
KHC HOME - Kentucky Housing Corporation

Project Title
Patton Street Apartments

Does This Project Involve Construction/Renovation?
Yes

Does project involve construction of housing, running of water, wastewater lines, or purchase of real estate?
Yes

Counties
Kenton County

Congressional Districts
4

ALN Number	ALN Title
14.239	HOME Investment Partnerships Program

Applying for Federal Grants?
Yes

Federal Agency
KHC - Kentucky Housing Corporation

Applying for State Grants?
Yes

State Agency
Kentucky Housing Corporation

Start Date
05/10/2027

Delinquent on any Federal Debt?
No

Site Physical Address
609 Patton Street
Covington, KY Kentucky

Site Latitude

-

Site Longitude
-

Project Description
Brighton Properties, Inc., a wholly owned subsidiary of Brighton Center, Inc., is partnering with AM Titan Developments, LLC on the proposed affordable housing development at 609 Patton Street in Covington, Kentucky as the team prepares for the KHC 9% Low-Income Housing Tax Credit pre-application process. The proposed project is anticipated to consist of approximately 60 affordable multifamily apartment homes designed to provide high-quality, energy-efficient, and accessible housing opportunities for low- to moderate-income households. As currently structured, AM Titan Developments, LLC will serve in the development partnership role alongside Brighton Properties, which will support predevelopment coordination, financing and funding applications, compliance planning, and long-term property management and asset management functions. All project assumptions remain preliminary and subject to refinement through underwriting, design, and scoring analysis.

Need for project
-

Waste Water Details

Water Supplier Name
Northern Kentucky Water District (NKWD)

Wastewater Disposal Description
Existing publicly owned wastewater treatment plant

Plant Name
SD1 Dry Creek Wastewater Treatment Plant

Solid Waste Details

Landfill Name
Rumpke Sanitary Landfill (if using Rumpke service, which is common in Northern Kentucky)

Landfill Permit Number
TBD

Transport Mode
Truck

Transport Company
Rumpke Waste & Recycling

Funding Details

Federal
$0.00

Applicant
$1.00

State
$0.00

Local
$0.00

Program Income
$0.00

Other Funding Sources
-

Other Income
$0.00

Total Funding
$1.00

Kentucky Department for Local Government

(https://www.x.com/DLG_KY/) (https://www.facebook.com/DLGKY/)

100 Airport Road, 3rd Floor, Frankfort, KY 40601 (https://www.google.com/maps/place/100+Airport+Rd,+Frankfort,+KY+40601)
Office: 502-573-2382 (tel:5025732382)
Toll-free: 800-346-5606 (tel:8003465606)
TDD: 800-648-6056 (tel:8006486056)
Fax: 502-227-8691 (tel:5022278691)

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NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

Kentucky Intergovernmental Review Process (KIRP)/ eClearinghouse

Project Title: Warsaw Sports Complex

SAI No: KY202608131195

RE: Board Review and Action Requested

Background: The Intergovernmental Review Process started in 1982 with Presidential Executive Order 12372, which requires federal agencies to provide for consultation with state and local governments that supply non-federal funds for - or that would be directly affected by - proposed federal financial assistance or direct federal development. All Federal program applications in Kentucky are subject to Executive Order 12372 - Intergovernmental Review of Federal Programs (unless the application specifically states not subject to EO 12372), Pres_ExOrder12372 and KRS45.031. statute.aspx (ky.gov)

The eClearinghouse or also known as the state's Single Point of Contact (SPOC) coordinates the State-level review of Federal Grant projects that will take place in Kentucky and assists in identifying potential conflicts or duplication in services for proposed projects impacting the state and region. The eClearinghouse provides an efficient way for Federal Grant applicants to comply with funding agency requirements. It identifies the state agencies that should be involved in the development of federal projects and provides them with the opportunity to review and comment on applications as well as read other agencies' comments. The comments are then compiled into one clearinghouse letter for applicants to submit to the funding agency.

Contractual Obligation: The KIRP or Kentucky State Clearinghouse has been designated to provide state and local input to the appropriate federal agency. The Northern Kentucky Area Development District (NKADD) is the designated Regional Review Agency (RRA) for the Kentucky Intergovernmental Review Process (KIRP) through the annual Kentucky Joint Funding Administration (JFA) contract.

Responsibilities: As the RRA, the NKADD's responsibilities include:

- coordination of federally assisted projects and programs with local and area plans;
- soliciting input from area-wide and local agencies that are authorized to develop and enforce environmental standards;
- providing agencies charged with enforcing or furthering civil rights laws with the opportunity to participate in the review process and
- to encourage an expeditious process of intergovernmental coordination and review of proposed projects.

NKADD Internal Review Process: Following the JFA MOU Scope of Work, the new Community Development Planning team has recently revised the NKADD internal review process to ensure compliance and provide a streamlined comment period. The revised review process will include:

- Providing chief elected officials with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.

- If applicable, providing special purpose units of local governments with the opportunity to review, request additional information or ask questions about the project and its impacts on their communities.
- Evaluate the responses to determine the significance of the proposed federally assisted programs to area-wide and local plans and programs to develop comments
- If applicable, inform interstate metropolitan planning districts that share common territory with the NKADD of the project. If the interstate body desires to provide input on these proposals, it must utilize the officially designed state Single Point of Contact to forward comments to the Kentucky State Single Point of Contact.
- Present to the NKADD Board of Directors for review and action on the project
- Select the correct endorsement response (Endorse with Comment or Non-Endorse) and submit comments to eClearinghouse. Types of comments include no concerns, information about permit requirements, best management practices, etc.

SUMMARY SHEET
INTERGOVERNMENTAL REVIEW PROCESS

	KY202608131195
DATE RECEIVED	**PROJECT NUMBER**
Warsaw Sports Complex	
PROJECT NAME	**LOCAL** ☒
Gallatin County Fiscal Court	**AREAWIDE** ☐
APPLICANT'S NAME	**REGIONAL** ☐
NPS - National Park Service (LWCF) — 15.916	**STATEWIDE** ☐
AGENCY TO RECEIVE REQUEST — **FED. CAT. #**	**INTERAGENCY** ☐

SUMMARY: This project will enhance recreational access and safety at the Warsaw Sports Complex by installing and upgrading park lighting. These improvements align with the purpose of the Land and Water Conservation Fund (LWCF) by enhancing an existing park and creating accessible opportunities for the community. The objective of the project is to improve the quality of life for residents by expanding usable outdoor spaces. The project will improve safety throughout the park with additional energy-efficient lighting. New lighting will be placed along walking paths, sports fields, and parking areas to increase visibility and extend the usable hours of the park. The Gallatin County Fiscal Court will collaborate with the Parks & Recreation Board to oversee installation of the new equipment. Ongoing maintenance of the playground and lighting will be performed by existing Parks & Recreation staff.

PROPOSED FUNDING	**FEDERAL**	$75,000
	APPLICANT	$75,000
	STATE	$
	LOCAL	$
	PROGRAM INCOME	$
	OTHER (Specify)	$
	PRINCIPLE FORGIVENESS	$
	TOTAL	$150,000

STAFF ASSIGNED: _____

STAFF COMMENTS: ☐ **POSITIVE** ☐ **NEGATIVE** ☐ **OTHER**

Return to Review Projects (/echreviews)

Review Project
Warsaw Sports Complex

Submit Review

Review Open | Awaiting Comment

Select Details

Summary

General

SAI Number
KY202608131195

Submitting Organization
Northern Kentucky ADD

Submitter Name
Ivy Stites

Submitter Phone
8594141729

Submitter Email
ivy.stites@nkadd.org

Applicant

Applicant Type
County

Applicant Organization
Gallatin County Fiscal Court

Applicant Name
Judge Ryan Morris

Applicant Mailing Address
200 Washington Street
Warsaw, KY 41095

Applicant Phone
8595675691

Applicant Email
rmorris@gallatinky.org

Project Details

Project Type
LWCF - Land and Water Conservation Fund (NPS)

Project Title
Warsaw Sports Complex

Does This Project Involve Construction/Renovation?
Yes

Does project involve construction of housing, running of water, wastewater lines, or purchase of real estate?
No

Counties
Gallatin County

Congressional Districts
4

ALN Number	ALN Title
15.916	Land and Water Conservation Fund (LWCF)

Applying for Federal Grants?
Yes

Federal Agency
NPS - National Park Service (LWCF)

Applying for State Grants?
No

Start Date
04/05/2027

Delinquent on any Federal Debt?
No

Site Physical Address
200 Washington Street
Warsaw, KY 41095

Site Latitude
38.77511

Site Longitude

-84.90337

Project Description
This project will enhance recreational access and safety at the Warsaw Sports Complex by installing and upgrading park lighting. These improvements align with the purpose of the Land and Water Conservation Fund (LWCF) by enhancing an existing park and creating accessible opportunities for the community. The objective of the project is to improve the quality of life for residents by expanding usable outdoor spaces. The project will improve safety throughout the park with additional energy-efficient lighting. New lighting will be placed along walking paths, sports fields, and parking areas to increase visibility and extend the usable hours of the park. The Gallatin County Fiscal Court will collaborate with the Parks & Recreation Board to oversee installation of the new equipment. Ongoing maintenance of the playground and lighting will be performed by existing Parks & Recreation staff.

Need for project
-

Waste Water Details

Water Supplier Name
Warsaw Waterworks

Wastewater Disposal Description
Existing publicly owned wastewater treatment plant

Plant Name
Warsaw Sewage Treatment Plant

Solid Waste Details

Landfill Name
Bavarian Waste Landfill

Landfill Permit Number
00800004

Transport Mode
Truck

Transport Company
Rumpke Solid Waste

Funding Details

Federal
$75,000.00

Applicant
$0.00

State
$0.00

Local

$75,000.00

Program Income
$0.00

Other Funding Sources
-

Other Income
$0.00

Total Funding
$150,000.00

Kentucky Department for Local Government

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100 Airport Road, 3rd Floor, Frankfort, KY 40601 (https://www.google.com/maps/place/100+Airport+Rd,+Frankfort,+KY+40601)
Office: 502-573-2382 (tel:5025732382)
Toll-free: 800-346-5606 (tel:8003465606)
TDD: 800-648-6056 (tel:8006486056)
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JFA PROJECT REPORT

August 27th, 2026

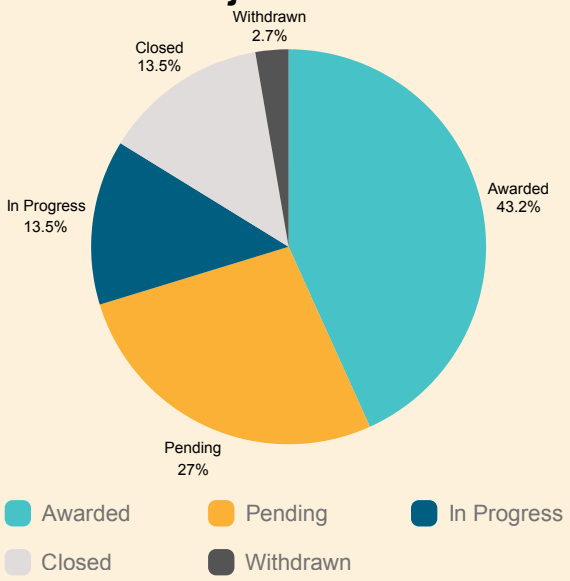
Community Development Planning & Local Government Services

Period: July 1, 2025 - August 18, 2026

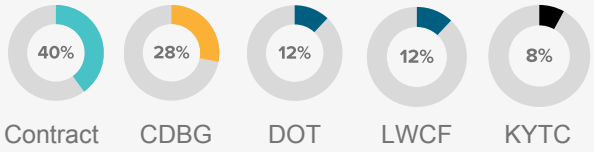
Objective: Division Project Summary

Funding Actively Administered	Number of Active Projects	Projects Awaiting Approval	Funding Awaiting Approval
$12,235,487	21	10	$13,093,518

Project Status



Active Projects by Top Funding Sources



Top JFA Project Activities

Technical Assistance	Project Administration
58.2%	7.9%

Projects by County - YTD

