URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
January 25-February 1, 2010

Monday, January 25
Human Rights Commission Monthly Meeting……………………………………….5:30 pm
Conference Room-5th Floor Government Center

Tuesday, January 26
Council Meeting-State of the Merged Government Address……………………..11:30 am
Patterson Ballroom-Hyatt Regency Hotel

Budget & Finance Committee Meeting……….…………………………………….1:15 pm
Council Chambers-2nd Floor Government Center

Council Work Session…………………………………………….……………….....3:00 pm
Council Chambers-2nd Floor Government Center

Mayor's Youth Council Meeting……………………………………………………….5:30 pm
Conference Room-5th Floor Government Center

Wednesday, January 27
Commission for Citizens with Disabilities Meeting…..9:00 am
Conference Room 4C-Public Library

City Employees Pension Fund Board Meeting……………………………………..12:30 pm
Conference Room-12th Floor Government Center

MPO-Transportation Policy Committee Meeting…………………………………….1:30 pm
Council Chambers-2nd Floor Government

Noise Ordinance Task Force Meeting…………………………………………………5:00 pm
Conference Room-5th Floor Government Center

Thursday, January 28
Council Meeting……………………………………………………………………………7:00 pm
Council Chambers-2nd Floor Government

Friday, January 29
No Meetings

Monday, February 1
No Meetings

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

January 26, 2010

I. Public Comment – Issues on Agenda

II. Requested Rezonings / Docket Approval – Yes

III. Approval of Summary-Yes, January 19, 2010, pp.4-7

IV. Budget Amendments – Yes, pp.8-10

V. New Business, pp. 13-40

VI. Continuing Business / Presentations

A. Planning Committee, pp.41-44

B. Road Fund Update
Mr. Mike Webb, Commissioner, Department of Public Works & Development

VII. Council Report

VIII. Mayor's Report – Yes

IX. Public Comment – Issues Not on Agenda

ADMINISTRATIVE SYNOPSIS

New Business Items

A. Authorization of Amendment No. 2 to Subrecipient Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc, Regarding the Tenant-Based Rental Assistance Program in Lexington-Fayette. (042-10) (P. King/Rumpke).
This request will authorize amendment no. 2 to subrecipient agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. to modify the scope of work and extend the performance period through June 30, 2011 for HOME Investment Partnerships Program funds in support of the Tenant-Based Rental Assistance program in Lexington-Fayette. There are no other changes associated with this amendment.**pp.13-15**

B. Authorization to Approve a Letter of Commitment and Application by Downtown Lexington Corporation (DLC) to the Kentucky Heritage Council, Kentucky Main Street Program for Lexington Main Street Program. (045-10) (Askew)
This request will authorize the approval of a letter of commitment and an application by DLC to the Kentucky Heritage Council, Kentucky Main Street program to continue the Lexington Main Street program.**pp.16-18**

C. Authorization to Amend Section 22-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Waste Management. (041-10) (Allen/Taylor)
This request will authorize an amendment to Section 22-5 of the Code of Ordinances to create one (1) position of Administrative Officer (Grade 118E) in the Division of Waste Management for a 4-year term. The fiscal impact for FY2010 is $26,206.94. The annual impact is $76,708.93. This position will be funded by the Urban Services District fund balance.**p.19**

D. Authorization to Accept an Award from the Kentucky Energy and Environment Cabinet (EEC), Department for Environmental Protection (DEP), Division of Water for the Wolf Run Watershed Based Plan. (044-10) (P. King/Taylor)
This request will authorize the acceptance of federal funds from the Environmental Protection Agency in the amount of $174,125 from the Kentucky EEC, DEP, Division of Water for the Wolf Run Watershed Based Plan for the development of a watershed plan to reduce nonpoint source pollution in Wolf Run Creek. The Friends of Wolf Run, the University of Kentucky, Kentucky Geologic Survey, Kentucky River Basin Coordinator, Southland Drive Business Association and the Kentucky Water Resources Institute will participate in the project. A match of 40% ($116,083) is required and will come from time documented by volunteers ($24,282), The Department of Environmental Quality, Divisions of Environmental Policy and Water Quality Laboratory, associated indirect costs ($69,301) and funds in the amount $22,500 for a total of $290,208.**p.20**

E. Authorization of Change Order No. 1 to Contract with Machinex Technologies, Inc. Regarding the Modification to Existing Single Stream – Materials Recycling Facility (MRF) Project. (047-10) (Taylor)
This request will authorize change order no. 1 to increase contract amount by $345,455 with Machinex Technologies, Inc. regarding the modification to existing single stream – MRF project. This change will allow for an aluminum sorting platform, a baler / lengthened presort station, perforator package, increase in fiber screen, modify the glass system, reuse existing C-3 conveyor and eliminates the vibratory conveyor and cost for additional freight. Original contract amount was $3,516,455. New contract amount is $3,861,910. Funds are budgeted.**pp.21-25**

F. Authorization to Amend Resolution No. 473-2009 Regarding License and Maintenance Agreements with Coplogic, Inc. on Behalf of the Department of Public Safety, Division of Police. (046-10) (Bastin/Bennett)
This request will authorize an amendment to resolution no. 473-2009 to correct the accounting line and change the amount not to exceed from $24,750 to $29,700 regarding license and maintenance agreement with Coplogic, Inc. on behalf of the Division of Police. Funds are budgeted.**pp.26-27**

G. Authorization of Street Name and Property Address Numbers Change within Council District 10 for the Enhanced 911 System. (048-10) (Lucas/Bennett)
This request will authorize a change to street name and property address numbers of 125 and 135 Moore Drive to 2555 and 2535 Nicholasville Road respectively within Council District 10 for the proper operation of the Enhanced 911 system.**pp.28-29**

H. Authorization of a Lease Agreement with Eastern Kentucky University (EKU) for Additional Space at 1306 Versailles Road for the Consolidated Health Center Program. (049-10) (Askew)
This request will authorize a lease agreement with EKU for additional space of 3,100 square feet at 1306 Versailles Road for the Consolidated Health Center program and amends lease agreement approved by resolution no. 777-2006 dated December 7, 2006.**pp.30-40**

URBAN COUNTY COUNCIL

WORK SESSION SUMMARY

& TABLE OF MOTIONS

January 19, 2010

Mayor Newberry chaired today's work session meeting. All Council Members were present.

I. Public Comment – Issues on Agenda-Yes

Citizen, Jim Newton, asked a question about item 'DD' from the January 12, 2010 Work Session agenda. Mayor Newberry asked him to get with Commissioner Bennett on that topic.

II. Requested Rezonings / Docket Approval-None

III. Approval of Summary-Yes

A motion by CM Stinnett to approve the summary from January 19, 2010, seconded by CM McChord, passed without dissent.

IV. Budget Amendments-None

V. New Business

A. Authorization of Change Order No. 2 to Contract with Spectrum Contracting Services, Inc. Regarding the Gainesway Pond and Educational Trail Project. (FINAL) (033-10) (Martin/Taylor)

B. Authorization of Change Order No. 1 to Contract with Garney Construction Regarding the North Elkhorn Force Main Project. (FINAL) (034-10) (Martin/Taylor)

C. Authorization of Amendment No. 1 to an Engineering Services Agreement with Sherman Carter Barnhart, PSC, Regarding the Anniston / Wickland Stormwater Project. (037-10) (Martin/Taylor)

D. Authorization of Agreements with Nonprofit Organizations for Rural and Inner-City Roadways under the Adopt-A-Spot Roadway Cleanup Program – 2010. (035-10) (P. King/Webb)

E. Authorization of Amendment No. 1 to the Professional Services Agreement with Berkley Appraisal Company Regarding the Citation Boulevard Phase II. (039-10) (P. King /Webb)

F. Authorization to Accept an Award Offered by the Kentucky Transportation Cabinet (KYTC) for the Design and Construction of the Isaac Murphy Memorial Garden. (040-10) (P. King /Webb)

G. Authorization of a Lease Agreement with Rayna Ortwein (d/b/a Simply Love Studio, LLC) for Lease of Space at 128 North Broadway (a/k/a Broadway Shoppes). (036-10) (Baradaran/Cole)

H. *Authorization for the Director of Parks and Recreation on Behalf of LFUCG to Apply for a Retail Beer License for Sell of Malt Beverages at the Kearney Hill Links and the Gay Brewer Jr. - Picadome Golf Courses. (038-10) (Hancock/Cole)

<u>A motion by CM Martin to approve new business items A-H, seconded by CM Gorton, passed without dissent.</u>

<u>A motion by CM Crosbie to reschedule the Police Disciplinary Hearing from 3/22/10 to 3/1/10 at 3 pm, seconded by CM Myers, passed without dissent.</u>

VI. Continuing Business / Presentations-Yes

A. Inter Governmental Committee Report

This report was given by Chair CM James. No motions came forward.

B. Corridors Commission Report

This report was given by Chair CM Feigel. No motions came forward. However, CM Lane asked if the tree stumps near the airport would be removed.

C. 2009 Annual Safety Awards

This presentation was done by Patrick Johnston, Dir. Div. of Risk Management. The winners for the Office Area were: 3rd place-Council Clerk's Office, 2nd place-Div. of Internal Audit, and 1st place-Commissioner of Public Safety's Office. The winners for the Operational Area were: 3rd place-Div. of Water Quality, 2nd place-Div. of Building Inspection, and 1st place-Div. of Traffic Engineering.

VII. Council Report

CM Stinnett-Stated that he was having difficulty receiving the library budget for the Budget & Finance Committee meeting. He is requesting this publicly of the library board and the Mayor. The next Building Inspection Task Force meeting will be on 2/11 at 3 pm in the 5th floor conference room; Eastland NA meeting will be next Tuesday at 6:30 pm.

A motion by CM Stinnett to change the time of the Budget & Finance Committee meeting on 1/26/10 to begin at 1:15 pm, seconded by CM McChord, passed without dissent.

CM Blues-Announced meetings: Western Suburb on 1/20 at 7 pm at Sts Peter & Paul Church; on 1/21 at 6:30 pm the 1st quarter meeting of the 2nd District Home Association President's meeting will be in the conference room of the Town Branch Plant-the theme will be water quality issues and how neighborhoods can participate; on 1/23 at 2 pm in the Northside Library, Brookfield Chase will meet; on 1/25 at 7 pm, Radcliffe-Marlboro NA and Oakwood NA will meet at their respective parks.

CM Feigel-Announced that the small group that has been meeting on the Chevy Chase redesign will meet on 1/20 at 5-7 pm at Buddy's; at 7 pm Kenwick NA will meet; in the 5th Dist. there has been a rash of graffiti art, she is looking at this issue in committee; congratulated CM James for receiving the Spirit of Ivy Award from the Alpha Kappa Alpha Sorority.

A motion by CM Feigel to place the issue of graffiti into the Services Committee, seconded by CM Martin, passed without dissent.

CM Beard-A motion by CM Beard to approve the NDF list, seconded by CM Myers passed without dissent.

CM Lawless-Stated that the moratorium work group will meet later this week; tonight the Elizabeth St. NA will meet at 7 pm at the church on the corner of Forest and Audubon-anyone in 3rd Dist. is welcome to attend.

CM Myers-A motion by CM Myers to cancel and reschedule the Partner Agency Oversight Committee meeting from 1/26 to 2/2 at 11 am, seconded by CM Gorton passed without dissent.

CM Martin-Reminded everyone of the meeting tonight at 7 pm at Oleika Shrine referencing the redevelopment of Turfland Mall.

CM James-Reminded everyone of the meeting tonight on the one/two way street conversion at 6:30 pm in the Phoenix Building on the 3rd floor; on 1/28 the final design of the Isaac Murphy Memorial Art Garden will be presented at the William Wells Brown Center; thanked everyone who participated in the MLK Jr. Day Service Day.

CM Henson-Stated that State Rep. Kelly Flood called her office regarding the 2 resolutions she sent to Frankfort.

VIII. Mayor's Report-None

Mayor Newberry asked Comm. Taylor to come forward. Comm. Taylor introduced Maggie Morris, Development Dir. of the Lexington Children's Theatre. She was promoting a Facebook competition where the Theatre could win $1 million dollars.

Mayor Newberry also asked CIO Rama Dhuwaraha to come forward. CIO Dhuwaraha updated Council on Enterprise Solutions.

CMs Gorton and James thanked CIO Dhuwaraha.

IX. Public Comment-Issues not on the agenda-Yes

Florence Huffman requested to speak. She spoke about the Bluegrass Green Entrepreneur Program that is sponsored by Bluegrass Area Development District.

A motion by CM Lawless to go into closed session pursuant to KRS 61.810 (1)(c) for the purpose of discussing pending and proposed litigation, seconded by CM Gorton, passed without dissent.

A motion by CM Blues to return to open session, seconded by CM Ellinger, passed without dissent.

A motion by CM Lane to adjourn, seconded by CM Gorton passed without dissent.

Work session was adjourned at 4:23 pm.

BUDGET AMENDMENT REQUEST LIST

JOURNAL	39888-89	**DIVISION**	Traffic Engineering	**Fund Name**	General Fund
				Fund Impact	1,035.00 1,035.00CR .00

To provide for signs, hardware and other materials by recognizing revenue for that purpose.

JOURNAL	40141	**DIVISION**	Special Programs	**Fund Name**	General Fund
				Fund Impact	5,298.93 5,298.93CR .00

To provide funds for Veterans Day overtime expenses by decreasing funds for professional services.

JOURNAL	40143-44	**DIVISION**	Parks and Recreation	**Fund Name**	General Fund
				Fund Impact	724.92 724.92CR .00

To provide funds for overtime by recognizing funds received for AVOL Picnic at Castlewood Park.

JOURNAL	40033	**DIVISION**	Waste Management	**Fund Name**	Urban Services Fund
				Fund Impact	19,100.00 19,100.00CR .00

To provide funds for server and additional hardware purchases for Waste Management Routing System by decreasing funds for software.

JOURNAL	40146-47	**DIVISION**	Community Development	**Fund Name**	US Dept Of Justice
				Fund Impact	12,393.00 12,393.00CR .00

To reduce the Federal revenue amount to reflect actual amount awarded and to budget Miscellaneous revenue for the SANE grant.

JOURNAL	39890	**DIVISION**	Community Development	**Fund Name**	US Dept Of Transp.
				Fund Impact	42,035.00 42,035.00CR .00

To provide for personnel cost by decreasing operating and capital expenses with in the ITS-CMS Traffic grant.

JOURNAL	39891	**DIVISION**	Community Development	**Fund Name**	US Dept Of Transp.
				Fund Impact	6,895.10 6,895.10CR .00

To provide for purchase of traffic signal equipment in Traffic Control Grant.

JOURNAL	39884-85	**DIVISION**	PDR	**Fund Name**	Grants - State
				Fund Impact	75,000.00
					75,000.00CR
					.00

To recognize a state grant award from the Kentucky Agricultural Development Board for PDR Conservation easement acquisition.

JOURNAL	39931-32	**DIVISION**	Environmental Quality	**Fund Name**	Water Quality Fund
				Fund Impact	2,980.00
					2,980.00CR
					.00

To increase funds to purchase Lily containers by recognizing revenue received. The miscellaneous revenue was received from the Lily Program.

JOURNAL	40086-87	**DIVISION**	Waste Management	**Fund Name**	Landfill Fund
				Fund Impact	74,809.48
					74,809.48CR
					.00

To provide funds for maintenance on new scale house and for the convenience center for residential drop offs at Haley Pike Landfill by recognizing a reimbursement for road construction on Hedger Lane.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District Fund	.00
Fund	1115	Urban Service District Fund	.00
Fund	3140	US Department of Justice	.00
Fund	3160	US Department of Transportation	.00
Fund	3400	Grants - State	.00
Fund	4051	Water Quality Management Fund	.00
Fund	4121	Landfill Fund	.00

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE AND ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

Budget Journal Number 40146-47

Requesting Division Community Development

Fund Name US Department of Justice

Fund Number 3140

Contact for Additional Information Irene Gooding

Description

The Budget Amendment reduces federal award amount (Account 44010) by $12,393 to reflect actual federal grant award of $35,700. The following expenditure accounts are affected: Account 72203 (Cell Phones) has been reduced by $3,780; Account 75101 (Operating Supplies) has been reduced by $4,369; Account 76101 (Repairs and Maintenance) has been reduced by $2,244; and Account 71299 (Professional Services) has been reduced by $2000.

The Budget Amendment also recognizes $300 in Miscellaneous Revenue (Account # 46720) collected as registration fees from registered nurses attending training to obtain Sexual Assault Nurse Examiner training. Funds are used to offset costs associated with training. Operating Supplies and Expense (Account 75101) is increased in the amount of $300.00.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

January 26, 2010 Work Session

If the New Business item listed below is on the Agenda, approval includes approval of the attached Budget Amendment. These Budget Amendments are not voted upon as part of section IV on the Agenda and are for information only.

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST		
041-10	CB 0038	Waste Management	To provide funds for one new non-civil service position of Administrative Officer (grade 118E) for a four-year term.		
C				1115	26,210
					26,210*
044-10	BA 2665	Community Development	To establish grant budget for the Wolf Run 2010 Project.		
D				3170	209,208
				3170	209,208CR
					0*
044-10	BA 2666	Community Development	To establish partial grant match for the Wolf Run 2010 Project.		
D				2512	22,500
				2512	22,500CR
					0*

EFFECT ON FUND BALANCES

FUND 1115	**26,210***	**DECREASE TO:**	**FULL URBAN SERVICES DISTRICT**
FUND 2512	**0***	**NO EFFECT ON:**	**2003 BOND PROJECTS FUND**
FUND 3170	**0***	**NO EFFECT ON:**	**US ENVIRONMENTAL PROTECTION AGENCY**

Budget Information For New Business Items
January 26, 2010 Work Session

Item	Number	Amount	Fund	Name / Description
A	042-10	NA		
B	045-10	NA		
C	041-10	26,210	1115	Urban Service District Fund Budget Journal
D	044-10	290,208 22,500	3170 2512	US Environmental Protection Agency 2003 Bond Projects Budget Journals
E	047-10	345,455	1115	Urban Service District Fund
F	046-10	29,700	1131	Police Confiscated - Federal
G	048-10	NA		
H	049-10	NA		

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: JANUARY 12, 2010

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENT TO AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR USE OF HOME INVESTMENT PARTNERSHIPS FUNDS FOR SUPPORT OF TENANT BASED RENTAL ASSISTANCE PROJECT

On April 10, 2006 (Ordinance # 104-2005), Council approved execution of an agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., providing an allocation of $100,000 in Home Investment Partnerships Program funds, in accordance with the 2005 Consolidated Plan, for operation of a Tenant Based Rental Assistance Program in Fayette County for persons of very low-income.

On March 20, 2008 (Resolution # 123-2008), Council approved execution of an amendment to agreement extending the performance period through June 30, 2009.

An amendment to agreement providing for modifications to the Scope of Work and providing for an extension of the performance period through June 30, 2011 is hereby proposed. No additional funds are needed.

Council authorization to execute the amendment to agreement is hereby requested.

Paula King, Director

Xc: Linda Rumpke, Commissioner, Department of Finance and Administration

AMENDMENT TO AGREEMENT

THIS AMENDMENT, made and entered into on this ____ day of _________, 2010, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 11610, Lexington, Kentucky 40576 (hereinafter referred to as "SUBRECIPIENT".)

WHEREAS, Government and SUBRECIPIENT entered into a Tenant Based Rental Assistance Agreement dated April 10, 2006 ("Agreement"), in which the SUBRECIPIENT was allocated $100,000 in federal HOME Investment Partnerships Program funds as provided by the 2005 Consolidated Plan for the purpose of a Program for support of the operation of a Tenant Based Rental Assistance program for persons with very low incomes, with a priority given to persons who are homeless or disabled;

WHEREAS, SUBRECIPIENT has requested additional time to complete the approved Tenant Based Rental Assistance Program;

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

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

1. Article I, "SCOPE OF WORK", paragraph A, entitled "Activities", bullet 1 of the Agreement shall be amended in its entirety to read as follows:

   "The development of written policies, procedures, and criteria for tenant selection and for program operations in accordance with the GOVERNMENT'S written Tenant Base Rental Assistance Guidelines."

2. Article I, "SCOPE OF WORK", paragraph A, entitled "Activities", bullet 6 of the Agreement shall be amended in its entirety to read as follows:

   "Execution of rental assistance contracts with eligible tenant families for a period that does not exceed 24 months and for rents that do not exceed the Section 8 Fair Market Rent as published by the U.S. Department of Housing and Urban Development.

3. Article II, entitled "TIME OF PERFORMANCE" of the Agreement shall be amended in its entirety to read as follows:

   "The SUBRECIPIENT agrees to complete all activities under this agreement no later then June 30, 2011

4. Article III, entitled "USE OF FUNDS" of the agreement is amended in its entirety to read as follows:

   "HOME Investments Partnership Program in the amount of $110,000 shall be used by SUBRECIPIENT for the operation of a tenant based rental assistance program in accordance with 24 CFR Part 92.209, using the Section 8 Certificate Program model, and in accordance with local program guidelines, which are incorporated herein by reference. Program funds in the amount of $100,000 may be used for payment of security deposits and monthly housing subsidies for eligible clients. Administrative funds in the amount of $10,000 may be used by the SUBRECIPIENT for the direct costs of the administration of the program."

5. In all other respects, except as specifically modified herein, the terms of the Agreement dated April 10, 2006, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

____
Jim Newberry, Mayor

ATTEST:

____
Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC..

BY: ______________________________
Signature of Authorized Official

____
Jack Burch, Executive Director

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

To: Jim Newberry, Mayor
Council Members

From: Department of Law

Date: January 15, 2010

Re: Lexington Main Street Program

The Lexington Downtown Development Authority coordinates the Lexington Main Street program, a program certified by the Kentucky Main Street Program. As part of the certification process, a re-application packet must be submitted each year to the Kentucky Heritage Council. A Letter of Commitment, which must be signed by the Urban County Government, must be included as part of the packet. The letter that is proposed for signature outlines the continued commitment to this program and is consistent with the commitment level of previous years. This request is for the Council to authorize the Mayor to execute the Letter of Commitment and the application which is to be submitted by the Downtown Lexington Corporation (which will take over responsibility for the program and oversaw the program before LDDA) to the Kentucky Heritage Council for continuation of the Lexington Main Street program.

Keith Horn

Keith Horn, Attorney Sr.

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Downtown Lexington Corporation 045-10

"DLC is a partnership of businesses, individuals and the public sector committed to the shared vision of a clean, safe and vibrant Downtown."

"Promoting Downtown as a unique and vibrant place in Lexington for business, residential life & entertainment"

Annual Letter of Commitment

This Letter of Commitment is the formal and binding statement of the plans, expectations and responsibilities required for certification by the Kentucky Main Street Program and the Kentucky Renaissance on Main program from Lexington (hereafter referred to as "CITY"), and Downtown Lexington Corporation (hereafter referred to as the "ORGANIZATION"). This commitment is for **January 1, 2010** through **December 31, 2010.**

LEXINGTON and THE DOWNTOWN LEXINGTON CORPORATION commit to participate in the Kentucky Main Street Program and agree to:

1. Employ a local Main Street manager who will be responsible for the day to day administration of the local Main Street organization in the community. In the event the program manager is vacated during the term of this agreement, we agree to fill the position within three months or less. The local Main Street manager shall serve as a liaison between the community and the local government and shall report to the local government at least quarterly.

2. Establish and/or maintain an organization focused on downtown revitalization that includes representation from both the public and private sectors. This board must meet on a regular basis and maintain meeting minutes denoting the organizational business. The Board will establish working committees including, but not limited to the following committees: Design, Economic Restructuring, Promotion, and Organization.

3. Work together to provide an adequate budget with funds necessary for operating a local Main Street/Renaissance on Main program office, implementing an active plan of work, and ongoing training of the program manager on board.

4. Develop and implement a comprehensive approach to downtown revitalization using the Main Street Four Point Approach and Eight Principles ascribed by the National Main Street Center, including development of annual written work plan for the local Main Street Organization.

5. Provide data and statistics for monitoring the progress of the local Main Street program by submitting required reports in a timely manner using the format provided by the Kentucky Main Street Program and provide other information requested by the Kentucky Main Street Program and Renaissance on Main.

P.O. Box 1179 • Lexington, KY 40588-1179 • (859) 425-2590 • Facsimile (859) 231-7333
www.downtownlex.com • info@downtownlex.com

6. Provide for the local Main Street manager and board member attendance at local, state and national training opportunities. The local program must obtain a minimum of three, (3) training credits approved by the Kentucky Heritage Council during the January – December timeframe. The Downtown Lexington Corporation shall be responsible for travel costs and other expenses associated with these meetings.

7. Provide copies of materials relating downtown revitalization efforts to the Kentucky Main Street & Renaissance on Main program.

8. Demonstrate timely and professional administration of grant funds.

IN WITNESS WHEREOF, the parties have agreed to the commitment.

Signature of Mayor	Date

Signature of Main Street Chair	Date

Signature of Main Street Manager	Date

041-10

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

MEMORANDUM

TO: Mayor Jim Newberry
Joe Kelly, Senior Advisor
Council Members

FROM: Michael Allen, Director
Division of Human Resources

DATE: January 12, 2010

RE: **Create Position— Division of Waste Management**

The attached action amends Section 22-5 of the Code of Ordinances, creating one (1) position of Administrative Officer (Grade 118E) in the Division of Waste Management for a four (4) year term effective upon passage of Council.

The Division requests this action in order to better support the Project Manager. It is the feeling of the Division that an individual be hired to focus entirely on these projects because complexity of the implementing these systems, ensuring their integration, and attention to detail. This individual will be responsible for the project management and implementation of several Information Systems. These duties include, but not limited to Automatic Routing System, Kronos Timekeeping Advance Modules, and Customer Service Database System.

The fiscal impact for FY2010 is $26,206.94 (9 pay periods) and includes benefits. This will be funded by the Urban Services Districts fund balance.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/(Decrease)
Vacant	Administrative Officer	$0	$56,340.44	$56,340.44
Total Annual Impact/ Salary and Benefits $75,708.93				

If you have questions or need additional information, please contact Daniel H. Fischer at 258-3030.
Attachment
cc: Cheryl Taylor, Commissioner of Environmental Quality
Steve Feese, Director, Division of Waste Management
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources
Log # 10-0042

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: JANUARY 14, 2010

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF FEDERAL FUNDS FROM THE KENTUCKY ENERGY AND ENVIRONMENT CABINET/DEPARTMENT FOR ENVIRONMENTAL PROTECTION/KENTUCKY DIVISION OF WATER FOR THE WOLF RUN CREEK WATERSHED BASED PLAN

The Kentucky Energy and Environment Cabinet/Department for Environmental Protection/Kentucky Division of Water has offered the Lexington-Fayette Urban County Government an award of federal funds in the amount of $174,125 for the Wolf Run Watershed Based Plan. The goal of this project is the development of a watershed plan that the LFUCG can implement to reduce nonpoint source pollution in Wolf Run creek. Project objectives include the compilation of all existing data on pollutants and identification of reductions and critical areas, the participation and education of the public regarding development of the watershed plan, and implementation of plan as funding is available. Federal funds will be used for contractual services to provide project management and report preparation, volunteer training, establishment of a Wolf Run watershed council, implementation of stream walk events, website development, and monitoring activities (data analysis, field studies, habitat assessments, monitoring plan, Quality Assurance Project Plan development, sediment load evaluations, karst investigations, and pollutant load calculations and reductions).

The source of federal funds is the Environmental Protection Agency's Section 319(h) Nonpoint Source Pollution Control Program. Located in heavily developed sections of Lexington, Wolf Run creek is an impaired stream with a watershed encompassing 6,514 acres within the Kentucky River basin. This project will include the active participation of the Friends of Wolf Run, the University of Kentucky, Kentucky Geologic Survey, Kentucky River Basin Coordinator, Southland Drive Business Association, and Kentucky Water Resources Institute. The program requires a match of 40% ($116,083). This match will come from time documented as worked on the project by volunteers ($24,282), LFUCG staff people from the Department of Environmental Quality, Division of Environmental Policy, Division of Water Quality Laboratory, and associated indirect costs ($69,301) and cash match in the amount of $22,500 (2512-303204-3333-78201). Total project cost is $290,208.

Council authorization to accept the award is hereby requested.

Paula King, Director

Xc: Cheryl Taylor, Commissioner of the Department of Environmental Quality

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Cheryl Taylor
Commissioner

TO: Mayor Jim Newberry
Urban County Council

FROM: Steve Feese, Director
Division of Waste Management

DATE: January 19, 2010

RE: Upgrades for MRF

Through the process of evaluation and review of the proposal from Machinex, several options have been brought to our attention that would increase the recovery of materials both in terms of the volume and general throughput capacity. This will improve efficiency that will result in decreased labor and maintenance costs. These modifications, detailed in the attached change order which total $345,455, will collectively have a return on investment in no more than 30 months. The original contract is for $3,516,455.

Machinex was the only respondent to the RFP; therefore, I don't see a conflict with other vendors. Not only do they have a decent rate of return, they are more environmentally friendly in that we will actually recycle more and send less to the landfill. These options impact the layout of the line; and therefore, will be more difficult (if not impossible) to install after the fact.

The cost benefit analysis listed below is based on the assumption of processing twice the current volume.

<u>Aluminum Sorting Platform</u>

Benefit – This will provide a station for quality control of aluminum cans that is not available under the current system. It will enable one person to perform this task instead of the current practice that requires six temporary laborers to pick through the cans as they are moving from the bunker to the baler to pull contaminants. We also anticipate a 1% recovery increase in aluminum cans as a result of the sorting platform.

Cost: $29,170

Benefit -	$260 decrease in labor cost/day
	+ $14
Total Benefit/day	$ 274

Return on Investment $29,170/$274 per day = 106 operating days 047-10

Baler/Lengthened Presort Station

The baler will allow direct baling of plastic bags (film) that come to the facility. Even though we classify plastic bags as an unacceptable item, we receive large volumes every day that must be manually pulled from the commingled materials. As a result of this upgrade, we will be able to recover and sell the plastic bags that are currently being land filled. The elongated presort line will allow adequate space for the baler and for more efficient recovery of scrap metal that must be manually pulled at the pre-sort station.

Cost:	Baler-	$75,000
	Elongated Presort Line -	$28,855
Total Cost:		$103,855

Benefit - $1,200 per day in revenue from six 1,000 lb. bales of plastic bags)
$90 per day in revenue from (
$75 per day in avoided landfill fees
Total benefit $1,365 per day

Return on investment: $91,000/$1,365 per day = 67 operating days

Perforator Package

Plastic perforator and fines disk screen		+$67,345
Added conveyors (C-22 and C-23B)		+$42,455
Added platform for perforator access		+$13,155
Controls, wiring freight (estimated)		+$ 5,000
	Total add on	+$127,955
Removal of vibratory conveyor		-$21,400
	Total Cost	$106,555

Benefit - $139.20 per day in revenue for a 4% increase in plastic recovery
8.00 per day in increased landfill avoidance costs
25.00 per day in decreased labor and baling wire costs.
Total benefit $172.20 per day

Return on investment: $106,555/$172.20 per day = 618 operating days

Fiber Screen

The original proposal from Machinex did not include replacement of the existing 7.5 year old fiber disc screen separator. The existing screen is in need of being refurbished which is estimated to cost $87,000.

This would include the cost of replacing four electric motors, shafts, rubber discs and a variety of associated wear parts. The replacement parts on the existing screen must be shipped from Europe and are very expensive. The replacement process on the existing Bollegraff screen is considerably longer and more expensive than the process on the Machinex screen.

New fiber disc screen	$134,650
Trade-in value of existing screen	- $17,500
Net purchase cost	$117,150

Benefit – $87,000 in avoided cost for refurbishing existing screen
$78,000 net reduction in maintenance during first 2 years ($90K - $12K).

Total benefit $165,000

Return on Investment: 346 operating days

Modification to Glass System

It was determined after the first on-site visit from Machinex that the glass takeaway conveyor would impede traffic behind the MRF due to a lack of height. The alternative was to opt for a three glass system inside the MRF that would provide a higher level of processing and ultimately produce a more usable material. While some further grinding of the glass will occur, the time of processing and labor demands would be reduced.

This change actually represents a decrease in capital cost as well.

Glass takeaway conveyor $31,865
Three pass glass system $29,850
Reduction in capital cost ($ 2,015)

Miscellaneous Credits and Additional Freight

Credit for Reusing Conveyor C3 vs. Buying A New Conveyor	($17,855)
Additional Freight For Suggested Equipment Upgrades	$8,595

CONTRACT HISTORY FORM

047-10

Contractor: Machinex Technologies INC

Project Name: New Equipment at the Recycling Center

Contract Number and Date: Resolution 463-2009

Responsible LFUCG Division: Waste Management

CHANGE ORDER DETAILS

Summary of Previous Change Orders To Date	Dollar Amount	Percent Change to Original Contract
A. Original Contract Amount:	$ 3,516,455.00	
B. Cumulative Amount of Previous Change Orders:	$ 0.00	0% % (Line B / Line A)
C. Total Contract Amount Prior to this Change Order:	$ 3,516,455.00	
Current Change Order		
D. Amount of This Change Order:	$ 345,455.00	10% % (Line D / Line A)
E. New Contract Amount Including this Change Order:	$ 3,861,910.00	110% % (Line E / Line A

SIGNATURE LINES

Project Manager: ____________ Date: ____________

Reviewed by: ____________ Date: ____________

Division Director: [signature] for SF Date: 1-20-10

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LEXINGTON -FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date: 1/19/2010 Project:Upgrade Equipment for the Recycling Center Location: 047-10
To (Contractor)	Contract No Change Order No.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Aluminum Sorting Platform		$29,170.00
2	Baler/Lengthened Pre-sort Station		$103,855.00
3	Perforator Package		$127,955.00
4	Eliminate vibratory conveyor due to perforator package	$ 21,400.00	
5	Fiber Screen		$134,650.00
6	Modification to glass system	$ 17,500.00	
7	Credit for reusing existing C-3 Conveyor versus buying new	$ 2,015.00	
8	Additional freight	$ 17,855.00	
			$8,595.00
	Change in contract price due to this Change Order:		
	Total decrease	$58,770.00	XXXXXXXXXXXX
	Total increase	XXXXXXXXXXXXX	$404,225.00
	Net (increase) contract price		$345,455.00

The sum of is hereby added to the total contract price, and the total adjusted contract price to date thereby is:
The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by ______________________ (Project Mgr) Date __________

Accepted by ______________________ (Contractor) Date __________

Approved by ______________________ (Director) Date __________

Approved by ______________________ (Commissioner) Date 1-20-10

Approved by ______________________ (Mayor or SAM) Date __________

H:\Change Order Request

LEXINGTON DIVISION OF POLICE

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: January 14, 2010

RE: **Amendment to Resolution #473-2009 for Coplogic, Inc.**

I am requesting the Lexington Fayette Urban County Council to authorize Mayor Newberry to amend resolution #473-2009 for Coplogic, Inc.

1) To amend the accounting line in Resolution #473-2009, from 1101-210101-71229 to 1131-505501-5511-71299 in an amount not to exceed $29,700.

Please contact me should you have any questions about this issue.

R. Bastin

Ronnie Bastin
Chief of Police

Attachment

RB/rmh

cc: Tim Bennett, Commissioner of Public Safety

RESOLUTION NO. 473 -2009

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LICENSE AGREEMENT WITH COPLOGIC, INC., FOR SERVICES RELATED TO THE PROVISION OF ONLINE REPORTING OF CRIMES FOR THE DIVISION OF POLICE, AT A COST NOT TO EXCEED $24,750.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a License Agreement with Coplogic, Inc., for services related to the provision of online reporting of crimes for the Division of Police, at a cost not to exceed $24,750.00.

Section 2 - That an amount, not to exceed the sum of $24,750.00, be and hereby is approved for payment to Coplogic, Inc., from account # 1101–210101-71299, pursuant to the terms of the License Agreement, which is attached hereto and incorporated herein by reference.

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

PASSED URBAN COUNTY COUNCIL: June 25, 2009

Jim Newberry
MAYOR

ATTEST:

Susan Lamb
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: July 2, 2009-1t

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Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry
Mayor

Tim Bennett
Commissioner

January 15, 2010

TO: Mayor Jim Newberry and Urban County Council

FROM: David Lucas, Enhanced 9-1-1 Director

RE: Address changes for Enhanced 9-1-1 compliance

This request will change street names and individual numbers to addresses within the 10th Council District.

The street name and/or number changes are needed to eliminate confusing, duplicate and/or improperly named and numbered addresses in Fayette County.

The official date of change should be thirty (30) days from date of passage, to allow for new sign placement, utility and Post Office notification and final citizen notification.

The following documents are attached:

1. Administrative review form (Blue sheet).

2. Draft Resolution.

048-10

RESOLUTION NO. ___________

A RESOLUTION CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBERS OF 125 AND 135 MOORE DRIVE TO 2555 AND 2535 NICHOLASVILLE ROAD, EFFECTIVE THIRTY DAYS FROM PASSAGE.

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

Section 1 – That the street name and property number of the following property be and hereby is changed as follows:

(a) Moore Drive: That the name of Moore Drive located at 125 and 135 Moore Drive is changed to Nicholasville Road, and the following number changes are made:

Current	New
125 Moore Drive	2555 Nicholasville Road
135 Moore Drive	2535 Nicholasville Road

Section 2 - That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

____
MAYOR

ATTEST:

____
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

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049-10 30

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

To: Jim Newberry, Mayor
Council Members

From: Department of Law

Date: January 21, 2010

Re: EKU Health Care Clinic
Log No. 09-CC0514

I write on behalf Marlene Helm, Kimra Cole and me.

Eastern Kentucky University ["EKU"] operates the Bluegrass Community Health Center out of LFUCG's building located at 1306 Versailles Road. EKU has asked for additional space which will be modified by EKU using federal dollars. This memo is to request Council authorization for the Mayor to execute a lease with EKU for the Bluegrass Community Health Center.

Under the current lease dated December 7, 2006 and approved by Resolution 777-2006, EKU does not pay any rent.

We have negotiated the attached lease agreement with EKU. EKU will begin paying rent for the additional space at the time of execution of the attached and for the current space it presently occupies on April 1, 2012.

If you have any questions, please let me know.

Logan B. Askew
Commissioner of Law

cc: Marlene Helm
Kimra Cole
Rickie Caldwell

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on or as of the ____ day of _______________, 2010 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,** 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), Party of the First Part, and the **EASTERN KENTUCKY UNIVERSITY,** 521 Lancaster Avenue, Richmond, Kentucky 40475-3102 ("EKU"), Party of the Second Part:

W I T N E S S E T H:

1. PREMISES. EKU shall have the right to use approximately 7,200 square feet (Health Clinic, "Area A" consisting of approximately 4,100 square feet currently occupied by EKU and subject to an existing lease, and "Area B" consisting of approximately 3,100 square feet) of space in the building located at 1306 Versailles Road, Lexington, Fayette County, Kentucky, together with the improvements and fixtures presently located therein and attached thereto, together with access to unassigned common parking area for patient and employee use and such right-of-way as is necessary for ingress thereto and egress therefrom (said areas combined being hereinafter referred to as the "Premises"), for the purpose of EKU's activities as provided in paragraph 2.

2. USE: EKU shall use the Premises for the purpose of providing healthcare and medical services as a Consolidated Health Center Program authorized by Section 330 of the Public Health Services Act.

3. TERM: There is presently a lease between the Parties for Area A of the Premises. The Parties understand and agree that this Lease amends the existing lease and that changes to the existing lease will be effective upon execution of this Lease.

However, in order to set forth the Term of this Lease without changing the anniversary date of the existing lease, this Lease shall be effective for a period of one (1) year from April 1, 2010 to March 31, 2011, and shall renew automatically thereafter for six (6) additional periods of one (1) year unless terminated as provided herein.

4. RENT: EKU shall pay $13.76 per square foot ($10.80 psf base rent, $1.66 psf utilities(includes sanitary sewer and stormwater fees), and $1.30 psf maintenance) annually for the Premises. Rent for Area B of the Premises shall be paid, on a pro rated monthly basis, beginning at the time of execution hereof; base rent for Area A shall be paid, on a monthly basis, beginning April 1, 2012, while the portion of rent for utilities and maintenance shall be paid, on a pro rated monthly basis, beginning at the time of execution hereof. Rent shall be increased at a rate of 2% per year beginning April 1, 2014, and each year thereafter for each yearly term of the lease.

5. TAXES AND FEES: EKU agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. EKU is not responsible for any applicable real property taxes.

6. COMPLIANCE WITH ORDINANCES, STATUTES AND FEDERAL LAWS:

EKU shall comply and cause its employees and agents to comply with all ordinances, statutes, and state and federal laws in connection with the use of the Premises and providing healthcare and medical services as a Consolidated Health Center Program authorized by Section 330 of the Public Health Service Act. If EKU shall fail within seventy-two (72) hours, or the first business day after the seventy-two (72) hour period if that deadline falls on a weekend, legal holiday or other day LFUCG or University is closed for business, after receipt of written notice of any violation by

EKU or its employees or agents of any ordinances, statutes, or state or federal laws, to cure such violation, such failure shall constitute a default.

7. INSPECTIONS: LFUCG shall have the right to inspect the Premises at any time during EKU's normal hours of operation. LFUCG shall have free access to the Premises at all reasonable times for the purpose of examining the same, or to make any alterations or repairs to the Premises that LFUCG deems necessary for its safety or preservation.

8. ALTERATIONS TO THE PREMISES: Any physical improvements or changes in the status of the Premises, including painting, is to be done with the express prior written approval of LFUCG which shall not be unreasonably withheld. Any and all improvements once installed, affixed or located in or on the Premises shall be and remain on the Premises and belong to LFUCG as further consideration of this Lease, provided however that all inventory, furnishings and other equipment installed and paid for by EKU may be removed by EKU upon termination of the Lease if such removal does not damage the Premises.

9. MAINTENANCE OF THE PREMISES:

a. LFUCG shall maintain the exterior of the Premises, including the roof, foundation, and structural portion of the Premises, and the exterior doors and window frames, and shall replace all broken and cracked glass except where such replacement is required by reason of the acts of EKU or its invitees, in which event University shall make such replacements. LFUCG shall make all necessary repairs to the parking areas, service driveways and sidewalks, and shall provide, at its expense, general landscaping maintenance of the Premises, snow and ice removal and the removal of trash and garbage (but not the placement of such trash and garbage in the appropriate container and location). LFUCG shall further be responsible for keeping the heating, ventilation, air conditioning, plumbing, electrical and like systems in good working order. LFUCG shall continue to provide security monitoring for the facility. EKU shall provide janitorial services for the interior of the Premises.

b. EKU shall make any minor repairs as may be necessary for keeping and maintaining the interior of the Premises in good order, condition and repair. Excepted from this are repairs made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.

c. EKU shall use common areas in such a manner so as not to interfere with the use of the areas by other occupants of 1306 Versailles Road.

10. SECURITY: EKU shall have adequate procedures in place to ensure that outside doors are secure at the end of the business day and that keys to outside doors are distributed to personnel only as necessary. EKU may, at its expense, install a keypad and card swipe system for access to its occupied space. LFUCG shall be granted access to the system if such a system is installed.

11. INDEMNIFICATION AND INSURANCE:

a. Indemnification – EKU is subject to the jurisdiction of the Board of Claims, KRS 44.070-44.160, and does not intend for any provision of this Lease to constitute waiver of any immunity from suit or liability that it may have by operation of law. EKU agrees, to the extent permitted by law, to indemnify, defend and hold harmless LFUCG and its agents, officials and employees, from any and all claims, liabilities, loss, damage, and defense costs resulting from EKU's or its invitees' use of the Premises.

The indemnification to LFUCG, to the extent permitted by law, includes claims related to medical treatment, privacy, and storage, maintenance and care of medical records by EKU. LFUCG shall not be liable for any loss or damage to persons or property of EKU or others located on the Premises or the loss of or the damage to any property of EKU or others by theft or otherwise from the Premises, except to the extent such injury or damage results from a negligent or willful act or failure to act of LFUCG. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent such injury or damage results from a negligent or willful act or failure to act of LFUCG. Nothing herein shall be construed to waive or eliminate LFUCG's defense of sovereign immunity. Any property of University kept for storage at the Premises shall be so kept or stored at the risk of EKU only.

b. Insurance – EKU shall procure and maintain, at its cost, throughout the term of this Lease, and annually for any extension thereof, Commercial General Liability Insurance, including Premises and Operations Liability and Fire Legal Liability for said premises. Liability limits should be in an amount not less than $1,000,000 per occurrence with an aggregate of not less than $2,000,000. Said insurance company shall be authorized to do business in the Commonwealth of Kentucky, with a Best's Key Rating of no less than Excellent (A or A-) and a financial size category of no less than VIII. EKU shall furnish to LFUCG a certificate of insurance and make available for inspection a copy of the policy.

12. HAZARDOUS MATERIALS: EKU will not discharge, release, dispose of or

deposit on the Premises any waste, including any pollutants, effluents or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law and regulation. Any Hazardous Materials generated by EKU will be removed in the manner required by law from the Premises and disposed of in accordance with federal, state and local laws and regulations. If at any time EKU fails to comply with the terms of this Section, LFUCG may remedy such default and EKU will fully reimburse Landlord for any cost or expense it incurs in so acting within ten (10) days of receipt of written notice from LFUCG.

13. TERMINATION: EKU may terminate the Lease upon one hundred eighty (180) days written notice to Government. LFUCG may terminate the Lease only in the event of default hereunder upon fifteen (15) days' written notice to EKU.

14. SIGNS: EKU shall not allow its name or any advertisement to be applied on any part of the Premises. However, EKU will be allowed to place at its expense its name or sign on the grounds outside of the building, provided advanced written approval of LFUCG is obtained. Such approval shall not be unreasonably withheld.

15. LEASE NOT ASSIGNABLE: This Lease is not assignable and no portion of the Premises may be sublet by EKU.

16. PROPERTY ON PREMISES IS RESPONSIBILITY OF ORGANIZATION: All personal property which may be kept upon the Premises shall be at the sole risk and responsibility of EKU.

17. DESTRUCTION OF PREMISES: If the Premises should be destroyed or damaged by fire or other casualty covered by LFUCG's policy of fire and extended coverage insurance, LFUCG shall, with due diligence, make repairs or restoration at its

expense; provided, however, that should damage to the extent of fifty percent (50%) or more of the value thereof occur, then LFUCG may at its option cancel this Lease instead of making the necessary repairs or restoration; and, provided further, that if the Premises are damaged to such an extent that repairs or restoration cannot be effected within one hundred twenty (120) days, either party shall have the right to cancel this Lease by giving the other party notice in writing within thirty (30) days from the date such damage occurred. In the event no such notice is given, or if notice be waived in writing by the parties, LFUCG shall proceed with due diligence to complete the restoration of the Premises. In the event of partial destruction or damage whereby EKU shall be deprived of the use or occupancy of only a portion of said Premises, then minimum rent shall be equitably apportioned according to the area of the Premises which is usable by EKU until such time as the Premises shall be repaired or restored. LFUCG shall commence the repair and reconstruction of the Premises promptly after it receives the proceeds of insurance in connection with such partial loss. Should the destruction or damage be of such extent that the Premises are entirely untenantable, then the Lease shall automatically terminate and a new lease may be entered into, by agreement of the parties once the Premises are restored or repaired and are once again tenantable, unless the Lease has been terminated as provided herein.

18. QUIET ENJOYMENT: LFUCG hereby covenants and agrees that if EKU shall perform all the covenants and agreements herein stipulated to be performed on EKU's part, EKU shall at all times during the Lease term and any extensions or renewals thereof have the peaceable and quite enjoyment and possession of the Premises without any manner of, or hindrance from LFUCG or any person or persons

lawfully claiming the Premises.

19. VACATION OF PREMISES: EKU shall surrender to LFUCG possession of the Premises upon the expiration or termination of the Lease in as good a condition and repair as the Premises shall be at the commencement of said terms (the elements and ordinary wear and deterioration excepted) and deliver the keys to LFUCG.

20. MEMORANDUM OF LEASE: The Lease, or a memorandum describing the property herein demised, stating the term of the Lease, and referring to this Lease, may be recorded by either party, but is not required.

21. NOTICES: Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivering or mailing such notice or consent. If mailed, such notice shall be mailed via certified mail, return receipt restricted.

Notice shall be sent to EKU at the following:

Dr. David D. Gale, Dean
College of Health Sciences
Eastern Kentucky University
521 Lancaster Avenue
Richmond, Kentucky 40475

Notice shall be sent to LFUCG at the following:

Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street
Lexington, Kentucky 40507

22. WAIVER: No waiver of any condition of legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party

so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.

23. EMINENT DOMAIN: In the event that the Premises or any part thereof shall at any time after the execution of the Lease be taken for public or quasi-public use, or condemned under eminent domain, EKU shall not be entitled to claim or have paid to it any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of EKU, and EKU hereby relinquishes to LFUCG any rights to any such damages. Should all of the Premises be taken by eminent domain, then this Lease shall be deemed terminated, and EKU shall be entitled to no damages or any consideration by reason of such taking.

24. INTERPRETATION: If any clause, sentence, paragraph or part of the Lease shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Lease, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects said Lease shall continue in full force and effect. This Lease, having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.

25. INTERPRETATION AS PARTNERSHIP PROHIBITED: It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.

26. NON-DISCRIMINATION: EKU will not discriminate against any employee

or applicant for employment because of race, color, religion, sex, age, national origin or handicap and will state in all solicitations or advertisements for employees placed by or on behalf of EKU that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

27. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties with respect to EKU's occupancy and lease of the Premises, and there are no other promises or conditions in any other agreement either oral or written. The Lease may be amended only in writing and only if such writing is signed by both parties. The parties acknowledge that any amendment to the Lease must be approved by the Lexington-Fayette Urban County Council.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:____________________________
JIM NEWBERRY, MAYOR

EASTERN KENTUCKY UNIVERSITY

BY:____________________________
Dr. Gerald J. Pogatshnik
Associate Vice President for Research

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URBAN COUNTY COUNCIL

PLANNING COMMITTEE SUMMARY

January 19, 2010

Gorton chaired the Planning Committee which was delayed until 1: 25 due to Committee of the Whole meeting. All committee members present except Gray and McChord. Martin attended as a non voting member.

I. Sight Distance Hazards - Blues

Blues showed examples of sight blocking hazards. The suggestion is to amend the ordinance by creating sub sections 12-6 (d) through 12-6 (g) requiring no owners, leases', occupants or those having charge of premises shall keep or maintain premises in a manner that creates a safety hazard due to obstruction of the sight distance of motorist whether by placement of a fence, wall, sign, parked motor vehicles, tree, shrub or other plant, or in any other manner. Motorists shall have an unobstructed view of the public right of way, any intersection, and any traffic control devices with sufficient length of view to avoid accident.

Discussion:

James had a problem with the word" temporary", saying it needs to be more specific.

Ed Gardner, Dept. of Law said we can certainly take another look at the language, but this was an attempt at looking at a safety hazards.

There was additional discussion on the definition of a sight hazard being a permanent structure.

Blues asked Dewey Crowe, Bldg. Inspection what effect would this amendment have on issuing permits.

Crowe said he did not foresee a problem, explaining how permits are issued and criteria for fences. He said the zoning ordinance spells out how far back to be for sight distances, and changes to type of fences or height, etc.

Feigel asked about structures that have been there for awhile, seems that board of adjustment would be an option. Gardner said board of adjustment would not have jurisdiction here. She asked about appeals process and was told it would be the same as always.

James asked about trees and what criteria are used. Gardner explained how decisions are made, whether it's a street tree or a tree in a yard. James asked, is there a process identified to take care of trees, either code enforcement, tree board, etc

David Jarvis, Code Enforcement said his department does not address trees.

James is concerned about subsection (d), asking Crowe about set backs are they the same for temporary or permanent structures. He said a fence is always considered a temporary structure because it can be replaced so has a temporary life. Construction of a home, porch, etc., might require board of adjustment discussion in the event there is a sight line hazard. This ordinance covers both residential and commercial.

Stinnett asked about enforcing this ordinance and a “grandfather” clause. Gardner said this change to the ordinance would create a nuisance. Stinnett asked if it would fall under Code Enforcement or Building Inspection and how are we tying both entities into this issue? He had this issue has come up before in his district. He said permits are being issued that are actually sight distance problems. How are we saying this is now an issue? Isn't the set back supposed to take care of this? Need to look at set back requirements. Sight distances will now play more of a role and this would include shrubs, bushes, etc. He stated if we pass we have lots of issues such as these to deal with.

Gorton asked Gardner for clarification on "grandfather" clause brought up by Stinnett.

Blues this has been helpful discussion and he will go back to Code Enforcement and Building inspection to address questions/concerns raised today. Question of fence height, consideration of a text amendment that would address that issue. Blues asked Chris King, Planning Dept. about fence height. He said very few communities allow 6 foot fence in a yard.

Gardner to work with Planning, Code Enforcement and Building Inspection to clarify questions on: grandfathering, set backs, and height issues. Gorton asked if clarifications could be ready next month. James asked for a flow chart showing appeal process, and in general how amendment to ordinance would work.

Stinnett asked about enforcement and requested Gardner, Code Enforcement or Building Inspection to present history.

2. Newtown Pike Project Status - Blues

Andrew Grunewald, Project Manager gave a brief update on Newtown Pike construction phases Phase 1 - temporary housing & Phase 1V - Main Street to Versailles Road.

Discussion:
Feigel asked about having utilities underground by the WEG. Grunewald said even though the council requested those lines be underground, it will not be completed by WEG.

Blues commented on moving forward with construction of affordable housing, about hiring a director and staff (affordable housing?)

James asked about residents of the area and what is the focus of meetings being held. Grunewald said updates are provided, time lines etc. She asked who's working on readiness or financial literacy. Grunewald explained and said he could find out more information. . She told the committee about the Bluegrass Aspendale area and what's been learned from that, saying residents are not financially ready and how important it is to get information to folks in advance.

3. Items Referred to Committee

Bob Bayert gave update on Liberty Road

Stinnett asked about the intersection Man O War, Liberty and Todd's Roads and if the deadline is still clear?

Bayert also gave update on Loudon Ave.

Motion by James to remove tree protection ordinance, seconded by Feigel, passed without dissent.

James talked about proceeding with mobile home trailer park, saying it's a complicated issue. She needs to schedule another meeting on this to determine where we are.

Gorton asked Gray if Infill/Redevelopment would be ready by February. James asked Gray to provide a list of who's on infill redevelopment committee.

Gorton said the Parks Master Plan and the last five issues have been recently put into committee so information or updates on those are pending.

Stinnett referred to residential zoning ordinances saying due to the UK housing moratorium he would like to be sure we get to this before April. Gorton talked about the moratorium work group. Stinnett talked about student housing task force adding we did not address certain zoning ordinances. Gorton said these issues are being addressed in moratorium work group. Stinnett said this was already in the Planning Committee and was addressed by a motion made in this committee. Lawless said the work group would report to Planning. Also some issues are being addressed in Bldg. Inspection task force. Gorton suggested combining discussions and recommendations from both work groups. Stinnett talked about need to review residential zoning ordinances. Two motions were made in Planning about reporting back. Stinnett said we need to clear up and decide what should stay in this committee. Gorton said all issues are being addressed in task force.

Martin spoke to Stinnett about amending definitions and offered expertise on real estate; He said they changing commercial real estate signage is ready to be heard

Feigel talked about issues left over from student housing, requesting that issues originated in Planning Committee be reported back to this committee. She identified building inspection task force and moratorium work group.

Motion by James to ask the moratorium work group to report back to the Planning Committee, seconded by Feigel, passed without dissent.

Discussion of motion: Blues question about reporting back to Planning Committee or the full council. Gorton said full council set up moratorium task force and report out should be back to it. James talked about how issues are heard in other committees, etc. Gorton said work group results may be ready for full council before the next Planning Committee. Paul Schoninger, Council Staff explained, April 15 is when moratorium expires and has to be backed up 60 days in time for the Planning Commission, who will need to hear. James asked about extending moratorium, has to be a vote to extend. Blues does not want to delay. Gorton asked Lawless when moratorium work group would be ready to report out. She did not have an exact date. Feigel asked that as a courtesy to also report to Planning Committee.

Schoninger summarized what is required before imitating a text amendment and the moratorium deadline, how it pertains to Planning Commission. He said if this goes longer than end of January we would probably not make the deadline.

Feigel said she could see council extending the deadline, rather than see it rushed through.

Motion to adjourn passed, meeting adjourned at 2:51 pm