

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
February 8-February 15, 2010**

Monday, February 8

No Meetings

Tuesday, February 9

Affordable Housing Trust Fund Task Force..... 8:30 am
Conference Room-5th Floor Government Center

Corridors Commission Meeting.....11:00 am
Council Chambers-2nd Floor Government Center

Inter Governmental Committee Meeting..... 1:00 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, February 10

Transportation Technical Coordinating Committee (TTCC) Meeting..... 9:00 am
Conference Room-7th Floor Phoenix Building

Traffic Safety Coalition (TSC) Meeting.....10:30 am
Conference Room-3rd Floor Phoenix Building

Tree Board Meeting.....10:30 am
Conference Room-5th Floor Government Center

Congestion Management Committee (CMC) Meeting.....1:30 pm
Conference Room-7th Floor Phoenix Building

Public Hearing by Courthouse Area Design Review Board.....2:00 pm
Council Chambers-2nd Floor Government Center

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

Thursday, February 11

Building Inspection Task Force Meeting.....3:00 pm
Conference Room-5th Floor Government Center

Economic and Community Development Task Force Meeting.....5:00 pm
Council Chambers-2nd Floor Government Center

Council Meeting.....7:00 pm
Council Chambers-2nd Floor Government Center

Friday, February 12

Mayor's Task Force on Breast Cancer.....10:00 am
Conference Room-5th Floor Government Center

Monday, February 15

Human Rights Commission Community Relations Meeting.....4:30 pm
Conference Room-5th Floor Government Center

Human Rights Commission Monthly Meeting.....5:30 pm
Conference Room-5th Floor Government Center

WORK SESSION AGENDA

February 9, 2010

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, February 2, 2010, pp. 5-9**
- IV. Budget Amendments – Yes, pp.10-15**
- V. New Business, pp.18-51**
- VI. Continuing Business / Presentations**
 - A. Services Committee (separate, not in packet)**
 - B. Central Kentucky Economic Empowerment Project
Ms. Harmony Little, Community Education Director,
Kentucky Poverty Law Center**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**
- X. Closed Session – Pending Litigation**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of a Senior Plan Master Contract with Anthem Health Plans of Kentucky, Inc. for LFUCG Police and Firefighter Retirees. (066-10) (Allen/Rumpke)
This request will authorize a senior plan master contract at no cost to LFUCG with Anthem Health Plans of Kentucky, Inc. for hospital, medical or other health care for police and firefighter retirees.**p.18**
- B. Authorization of an Employee Assistance Program Services Agreement with Behavioral Medical Network, Inc. (BMN) (067-10) (Allen/Rumpke)
This request will authorize an employee assistance program services agreement at a cost of \$43,218 with BMN to provide a wide range of mental health and substance abuse services. This also includes the Employee Assistance Programs (EAPs) to LFUCG employees, eligible spouses and dependents. Funds are budgeted.**p.19**
- C. Authorization to Approve the Ten Year Plan to End Homelessness in Lexington-Fayette County. (075-10) (P. King/Rumpke)
This request will authorize the approval of the Ten year Plan to End Homelessness in Lexington-Fayette County on the recommendation of the US Department of Housing and Urban Development. The Division of Community Development will serve as the primary agency for the implementation of the plan. There is no budgetary impact.**p.20**
- D. Authorization of a Memorandum of Understanding (MOU) with the US Department of Justice, Federal Bureau of Prisons, Federal Medical Center (FMC) Lexington, Kentucky, for Mutual Emergency Assistance. (068-10) (Bastin/Bennett)
This request will authorize a MOU with FMC Lexington relevant to federal and state laws including the Stafford Act, the Law Enforcement Emergency Assistance Preparedness Act, and the Pandemic and All Hazards Preparedness Act, to provide mutual assistance during a natural disaster or law enforcement emergency requiring prompt action.**pp.21-27**
- E. Authorization to Approve a Memorandum of Agreement (MOA) Concerning Mutual Aid with the Georgetown Police Department on Behalf of the Department of Public Safety, Division of Police. (069-10) (Bastin/Bennett)
This request will authorize the approval of a MOA concerning mutual aid with the Georgetown Police Department on behalf of the Division of Police when agencies request and respond for assistance pursuant to KRS 431.007 and KRS 65.210 to 65.300.**pp.28-30**
- F. Authorization to Accept an Award from the US Department of Homeland Security on Behalf of the Department of Public Safety, Division of Fire & Emergency Services for a Simulated Training Program. (070-10) (P. King/Bennett)
This request will authorize the acceptance of an award of funds in the amount of \$46,939 from the US Department of Homeland Security on behalf of the

Division of Fire & Emergency Services under the 2009 Assistance to Firefighters Grant Program to implement a Simulated Training Program; locally referred to as LEXFIT. Funds will be used to purchase computer equipment, software, server, minor equipment, professional training, services and overtime. A 20% (\$11,734) local match is required and budgeted in the FY2010 General Fund. Total project cost is \$58,673.**p.31**

- G. Authorization of a Resolution to Execute the Regional Bluegrass Armed Forces Community Covenant with the Bluegrass Area Development District (BGADD) and Execute a Local Armed Forces Community Covenant on Behalf of Lexington-Fayette County. (071-10) (Gorton)

This request will authorize a resolution for a Regional Bluegrass Armed Forces Community Covenant with BGADD and a local Armed Forces Community Covenant on behalf of Lexington-Fayette County in recognition of the commitment of servicemembers and their families to strengthen them through building partnership within the 17-county BGADD region. There is no budgetary impact.**p.32**

- H. Authorization of a Resolution Regarding Performance Agreements with Non-LFUCG Representatives of the Land Subdivision Technical Committee and Approve the Commissioner of Public Works and Development to Execute the Agreements on Behalf of LFUCG. (072-10) (C. King/Webb)

This request will authorize a resolution regarding performance agreements with non-LFUCG representatives of the Land Subdivision Technical Committee and approve the Commissioner of Public Works and Development to execute the agreements on behalf of LFUCG.**p.33**

- I. Authorization of Facility Usage Agreements with the Fayette County Board of Education (FCBE) on Behalf of the Department of General Services, Division of Parks & Recreation. (073-10) (Hancock/Cole)

This request will authorize facility usage agreements with the FCBE for use of Sandersville, Meadowthorpe and Booker T. Washington Elementary School gymnasiums on behalf of the Division of Parks & Recreation for basketball practice. There is no budgetary impact.**p.34**

- J. Authorization to Submit Application to the Kentucky Office for Local Government under the Recreational Trail Program for the Jacobson Park Trail. (074-10) (P. King/Cole)

This request will authorize the submission of an application for federal funds in the amount of \$100,000 to the Kentucky Office for Local Government under the Recreation Trail Program for the Jacobson Park Trail. Funds will be used for a 2-mile trail through Jacobson Park that will connect a large newly developed residential area in southeast Lexington to Jacobson Park and to a primary trail route identified in the Greenway Master Plan that leads downtown. The source of funds is the Federal Highway Trust Fund. A 50% (\$100,000) local match is required and budgeted in the 2009 Trail Fund. Total project cost is \$200,000.**p.35 Public meeting is required.**

- K. Authorization to Accept an Award from the Kentucky Energy and Environment Cabinet on Behalf of the Department of Environmental Quality, Division of Waste Management under the Illegal Open Dump Remediation Grant Program – FY2010. (077-10) (P. King/Taylor)

This request will authorize the acceptance of funds in the amount of \$3,390.69 from the Kentucky Energy and Environment Cabinet on behalf of the Division of Waste Management under the Illegal Open Dump Remediation Grant Program for remediation of two (2) dump sites. Funds will be used for personnel costs and waste disposal fees. A 25% (\$1,130.23) local match is required and will come from personnel costs in the Division. Source of funds is the Kentucky General Fund.**p.36**

- L. Authorization to Approve Conditions for Donation of Services and Space Agreements for the 2010 Census. (076-10) (Blodgett/Rabold)

This request will authorize the approval of conditions for donation of services and space agreements for use of LFUCG facilities as Census Assistance Centers for the 2010 Census. Space will be provided at the Black & Williams Center, Cardinal Valley Center, Senior Citizens Center, Castlewood Community Center, Gainesway Park Community Center, Central Kentucky Job Center and the Third Street Fire Station from March 19 – April 19 for 15 hours per week and staffed by trained census workers.**p.37**

- M. Authorization to Approve a Purchase of Service Agreement (PSA) with Bluegrass Sports Commission, Inc. (f/k/a Lexington Area Sports Authority) Regarding the Bluegrass State Games. (079-10) (Rabold)

This request will authorize the approval of a PSA in the amount of \$13,500 with Bluegrass Sports Commission, Inc. for staging and growing the Bluegrass State Games. Funds are budgeted.**pp.38-45**

- N. Authorization to Approve a Revised Statement of Work from Metaformers™, Inc. on Behalf of the Chief Information Office, Division of Enterprise Solutions. (078-10) (Dhuwaraha)

This request will authorize the approval of a revised statement of work in an amount not to exceed \$399,700 with Metaformers™, Inc. on behalf of the Division of Enterprise Solutions. Funds will be used to for, but not limited to, additional payroll support, time and labor support, calendar year-end HR processing and production of W2s, support for financials, contracts and grants, and technical support for PeopleSoft systems. Funds are budgeted.**pp.46-50**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

February 2, 2010

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

A special presentation was made to Mr. James C. Smith, a quick thinking FCPS crossing guard at Lansdowne Elementary School, who pushed a young girl and her mother out of the way of a oncoming vehicle.

- I. Public Comment – Issues on Agenda-None
- II. Requested Rezoning / Docket Approval-None
- III. Approval of Summary-Yes

A motion by CM Crosbie to approve the summary from January 26, 2010, seconded by CM Myers, passed without dissent.

- IV. Budget Amendments-None
- V. New Business

- A. Authorization to Accept Donated Items from Cloud Sealcoating and Striping, LLC on Behalf of the Department of General Services, Division of Parks & Recreation for the Cardinal Valley Park. (051-10) (Hancock/Cole)
- B. Authorization of a Lease Agreement with Steven Mosca (d/b/a Silver Warehouse & Boutique) for Lease of Space at 126 North Broadway (a/k/a Broadway Shoppes). (058-10) (Baradaran/Cole)
- C. Authorization of a Mutual Aid Agreement with the University of Kentucky (UK) on Behalf of the Department of Public Safety, Division of Fire & Emergency Services. (052-10) (Hendricks/Bennett)
- D. Authorization to Approve RJ Corman Aircraft Maintenance, LLC as Sole Source Bell Helicopter Authorized Customer Service Facility on Behalf of the Department of Public Safety, Division of Police. (053-10) (Bastin/Bennett)

- E. Authorization to Approve Kustom Signals, Inc. as Sole Source Manufacturer and Supplier of SMART™ on Behalf of the Department of Public Safety, Division of Police. (054-10) (Bastin/Bennett)
- F. Authorization of Professional Service Agreements with Certified Sexual Assault Nurse Examiners (SANEs), for Performance of Forensic Examinations. (059-10) (P. King/Bennett)
- G. Authorization to Submit Grant Application to the State Farm Companies Foundation on Behalf of the Department of Social Services, Division of Youth Services to Implement a Teen Express Project. (055-10) (P. King/Helm)
- H. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water Quality. (050-10) (Allen/Taylor)
- I. Authorization to Renew Public Education Services Contract – Public Education Partnership with the Lexington Legends on Behalf of the Department of Environmental Quality for Public Relations and Education on Recycling. (056-10) (Taylor)
- J. Authorization to Purchase RainTainers for the *Lily* Program as Part of the Environmental Protections Agency (EPA) Green Infrastructure Project. (061-10) (Taylor)
- K. Authorization to Award Grants Funds under the EcoART Program. (062-10) (Taylor)
- L. Authorization of an Engineering Services Agreement with CDP Engineers, Inc. Regarding the Contract Operations of Blue Sky Waste Water Treatment Plant (WWTP). (057-10) (Martin/Taylor)
- M. *Authorization of Change Order No. 1 to Contract with MAC Construction and Excavating, Inc. Regarding the South Elkhorn Force Main Project. (060-10) (Martin/Taylor)
- N. Authorization of a Donation Agreement with the Lexington History Museum, Inc. (063-10) (Lamb)
- O. Authorization to Amend Ordinance No. 202-2006 and 263-2009. (064-10) (Askew)
- P. Authorization to Amend Resolution No. 816-2009 Regarding Participation of Fayette County Attorney's Office in the Medical Insurance Plans Offered by the Lexington-Fayette Urban County Government. (065-10) (Askew)
- Q. Authorization to Place Leverage Partners, Inc., Software Information Systems, LLC, and The RFP Company on Retainer for Consulting Services

for Technology Solutions, Selection and Requirements Gathering for LFUCG. (043-10) (Nugent/ Dhuwaraha)

A motion by CM James to table item O, seconded by CM Gorton, passed without dissent.

A motion by CM Gorton to approve all new business items except item O, seconded by CM Blues, passed without dissent.

A motion by CM James to take item O from the table, seconded by CM Ellinger, passed without dissent.

A motion by CM Martin to approve item O, seconded by CM Feigel, passed without dissent.

VI. Continuing Business / Presentations-Yes

A. Budget & Finance Committee Report

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

B. Water Resources Oversight Committee Report

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

C. Annual Courthouse Area Design Review Board Update

This update was given by Billy Van Pelt, Design Review Officer Courthouse Area Design Overlay Zone. Several CMs asked questions.

VII. Council Report

CM Gorton- Stated that she has been receiving calls and emails about potholes- citizens are asked to call Lexcall at 311 or 425-2255; CM Gorton mentioned that the application packets for the Water Quality Incentive Grants for class A are completed; members of the committee were: Andy Haymaker, Bob Wiseman, Kelly Breeding, Knoxx Van Agell, Emma Tibbs, Patrick Brewer, Sandra Levy and CM Gorton; Comm. Taylor was thanked for all her hard work.

CM Stinnett- Asked CMs to tell Ms. Williams about meetings to be placed on the schedule of meetings; Building Inspection Task Force will meet next Thursday at 3 pm in the 5th floor Govt. Ctr.; thanked Comm. Webb for having some streets plowed that were missed in his district; asked Mayor Newberry if LFUCG were enforcing the cleaning of snow from the sidewalks- the Mayor said yes we are.

CM Blues-Announced that Woodward Heights NA will meet tonight at 6 pm at the Community Action building on High and Merino; on 2/8 McConnell's Trace Greenways will meet at 7 pm at the Harmony House.

CM Crosbie-Followed up on the potholes-commended Streets, Roads, & Forestry for patching the potholes; announced that Girls on the Run are looking for coaches or running buddies-please contact her office at 258-3214; Andover Hills NA will meet Thursday at 7 pm at Crossroads Christian Church; sent condolences to the family of Dr. Markesberry.

CM Feigel-Announced the Parks Funding work group will meet tomorrow at 5 pm.

CM Lawless-Announced that Hanna's on Lime is having "February from the Heart" by giving 10 % of receipts to the Red Cross for Haiti relief; thanked Lowell's, Bob Morris, and Debra Hensley for making matching grants for Haiti relief; Ayelsford NA will meet tonight at 7 pm at the Woodland Christian Church; Art in Motion will be having a competition.

CM Lane-Asked Comm. Askew about a new business item from Council Clerk Susan Lamb; both answered.

VM Gray-Announced that there will be a Committee of the Whole (COW) meeting on 2/23 at 10 am.

CM Martin-Announced the Palomar Hills NA meeting on 2/8 at 7 pm at the clubhouse and Beaumont NA at 6:30 pm.

CM James-Complimented the 'Kids at City Hall' website; stated that today at the Partner Agency meeting they discussed having a formal presentation of the Needs Assessment; announced the African-American HIV-Aids Awareness Day to be on 2/7 and read information from the HIV-Aids Awareness Day form; asked CM Gorton about the incentive program meetings she mentioned-were they public and do they have to come before Council for a vote-the answers were yes and yes.

A motion by CM James to transfer from the Planning Committee to the Inter Governmental Committee the presentation and any updates of the Needs Assessment, seconded by CM Gorton, passed without dissent.

CM Myers-Added stopping illegal drug use and abstinence to the list that CM James read about how not to get HIV-Aids.

VIII. Mayor's Report-None

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

Mr. Xanxi Wang requested to speak. He spoke about the 2010 Chinese New Year celebration that will take place on 2/6/2010 at the Opera House. He stated that this is the most important holiday for Chinese people; it is the largest gathering of the Chinese American community; pre-show activities begin at 5 pm; an additional show has been added on 2/7 at 1 pm.

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 Crosbie, passed without dissent.

A motion by CM Beard to return to open session, seconded by CM Lane, passed without dissent.

A motion by CM Beard to adjourn, seconded by VM Gray, passed without dissent.

Work session was adjourned at 4:51 pm.

BUDGET AMENDMENT REQUEST LIST

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JOURNAL	40219	DIVISION	Risk Management/ Budgeting	Fund Name Fund Impact	General Fund 156.75 156.75CR .00*
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To provide funds for use of Division of Budgeting copier.

JOURNAL	40224-25	DIVISION	PDR	Fund Name Fund Impact	General Fund 2,200.00 2,200.00CR .00*
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To recognize PDR application fee revenue and to provide for the expenditures associated with PDR conservation easement acquisition.

JOURNAL	40387-88	DIVISION	Parks and Recreation	Fund Name Fund Impact	General Fund 800.00 800.00CR .00*
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To recognize funds from Partners for Youth for the William Wells Brown Community Center.

JOURNAL	40487-88	DIVISION	Parks and Recreation	Fund Name Fund Impact	General Fund 750.00 750.00CR .00*
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To recognize revenue from Sports 'n Spokes to Bluegrass Invitational Tournament.

JOURNAL	40489-90	DIVISION	Parks and Recreation	Fund Name Fund Impact	General Fund 22,315.38 22,315.38CR .00*
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To recognize reimbursement from Bluegrass State Games for overtime and supplies used in the 2009 Summer Games.

JOURNAL	40491-92	DIVISION	Parks and Recreation	Fund Name Fund Impact	General Fund 53.67 53.67CR .00*
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To recover funds for overpayment of services to M & M Sanitation.

JOURNAL	40222-23	DIVISION	Special Projects	Fund Name Fund Impact	Donation Fund 50,443.95 50,443.95CR .00*
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To provide funds for Spotlight Lexington by recognizing sponsorships received.

JOURNAL	40226-27	DIVISION	Environmental Quality	Fund Name Fund Impact	Donation Fund 20,600.00 20,600.00CR .00*
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To provide funds for professional services by recognizing miscellaneous revenue.

JOURNAL	40455	DIVISION	Traffic Engineering	Fund Name Fund Impact	Urban Services District 1,404,611.14CR 1,404,611.14CR*
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To reappropriate funds for street lights remaining in FY 2009. Kentucky Utilities and Blue Grass Energy billing statements for authorized street lights lag behind the fiscal year cycle.

JOURNAL	40270	DIVISION	Finance	Fund Name Fund Impact	Cultural Center & Civic Center Expansion Fund 1,455,175.98 1,455,175.98CR .00*
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To adjust budgets for Cultural Center bonding to match actual expenses. This amendment moves funds to the division where expenses actually occurred.

JOURNAL	40481-82	DIVISION	Finance	Fund Name Fund Impact	2005 Bond Projects 156,759.34 156,759.34CR .00*
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To provide funds for 2005 Bond Projects expenses by recognizing interest income within the bond.

JOURNAL	40220	DIVISION	Community Development	Fund Name Fund Impact	US Dept Of Justice 10,000.00 10,000.00CR .00*
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To amend JAG Grant to provide for maintenance contract and installation/training services for the dictaphone equipment for Division of Police.

JOURNAL	40484	DIVISION	Community Development	Fund Name Fund Impact	US Dept Of Justice 139,328.00 139,328.00CR .00*
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To rebudget all available funds to overtime for State Criminal Alien Assistance Program.

JOURNAL	40485	DIVISION	Community Development	Fund Name Fund Impact	US Dept Of Justice 66,298.66 66,298.66CR .00*
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To rebudget all remaining operating and capital funds to overtime in the State Criminal Alien Assistance Program.

JOURNAL	40486	DIVISION	Community Development	Fund Name	US Dept Of Justice
				Fund Impact	5,246.59
					5,246.59CR
					.00*

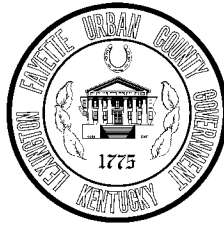
To transfer all remaining operating funds to overtime in the State Criminal Alien Assistance Program.

JOURNAL	40480	DIVISION	Water Quality	Fund Name	Sanitary Sewer Fund
				Fund Impact	170,000.00
					170,000.00*

To reappropriate funds to complete Scum Trough Replacement Actuators installation. The work was budgeted for FY09 and the bid was awarded in January but the project could not be completed before the end of the fiscal year.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District Fund	.00
Fund	1103	Donation Fund	.00
Fund	1115	Urban Service District Fund	1,404,611.14
Fund	2502	Cultural Center & Civic Center Expansion Fund	.00
Fund	2514	2005 Bond Projects	.00
Fund	3140	US Department of Justice	.00
Fund	4002	Sanitary Sewer Revenue and Operating Fund	170,000.00



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT

Jim Newberry
Mayor

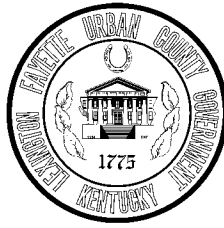
Mike Webb
Commissioner

Budget Journal Number 40455
Requesting Division Division of Traffic Engineering
Fund Name Full Urban Service District
Fund Number 1115
Contact for Additional Information Kimberly Ammeter, Division of Traffic Engineering
 Ron Herrington, Division of Traffic Engineering
Description

Reappropriation of street lighting funds. Kentucky Utilities and Blue Grass Energy billing statements for authorized street lights lag behind the fiscal year cycle. KU and BGE install, own, operate and maintain nearly all street lights in Fayette County. For installation, LFUCG pays the utility company the difference in cost between what it would cost to install a light with overhead electric versus what it costs to install a street light with underground electric.

Most of the funds pay for residential street lights, while a smaller portion goes toward installing street lights along arterials.

This account is funded from ad valorem property taxes that are designated for street lighting.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE AND ADMINISTRATION

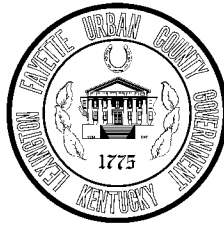
Jim Newberry
Mayor

Linda Rumpke
Commissioner

Budget Journal Number 40220
Requesting Division Community Development
Fund Name US Department of Justice
Fund Number 3140
Contact for Additional Information Irene Gooding--3079

Description

Budget amendment decreases Account number 95103(Dictaphone) by \$10,000 to provide funds in the amount of \$6,500 for account number 76101 (Repairs and Maintenance) and \$3,500 for account number 71299 (Professional Services-Other). The purchase of the Dictaphone equipment includes a 15-month maintenance contract and provides for training and installation.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE AND ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

Budget Journal Number 40484
 40485
 40486
Requesting Division Community Development
Fund Name US Department of Justice
Fund Number 3140
Contact for Additional Information Irene Gooding--3079
Description

These journals rebudget all remaining operating and equipment funds in SCAAP_2008, SCAAP_2009, and SCAAP_2010 into personnel accounts to provide for overtime expenses. SCAAP (State Criminal Alien Assistance Program) is a federal grants program that provides funds to local and state governments for the incarceration of undocumented persons. The purpose of these amendments is to assist in funding a shortfall in the overtime budget.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

February 9, 2010 Work Session

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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	
070-10	BA 2700	Community Development	To establish grant budget for Assistant to Firefighters – FY 2010.	
F			3200	58,673
			3200	58,673CR
				0*
077-10	BA 2710	Community Development	To establish grant budget for Illegal Open Dump Remediation Grant – FY 2010.	
K			3400	4,520.92CR
			3400	4,520.92
				0*
077-10	BA 2711	Community Development	To establish grant budget for Illegal Open Dump Remediation Grant – FY 2010.	
K			1115	3,020.92CR
			1115	1,130.23
				1,890.69CR*

EFFECT ON FUND BALANCES

FUND 1115	1,890*	INCREASE TO:	FULL URBAN SERVICES DISTRICT
FUND 3200	0*	NO IMPACT TO:	US DEPARTMENT OF HOMELAND SECURITY
FUND 3400	0*	NO IMPACT TO:	GRANTS - STATE

Budget Information For New Business Items
February 9, 2010 Work Session

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Item	Number	Amount	Fund	Name / Description
A	066-10	NA		
B	067-10	43,218	1101	General Services District Fund
C	075-10	NA		
D	068-10	NA		
E	069-10	NA		
F	070-10	58,673	3200	US Department Of Homeland Security Budget Journals
G	071-10	NA		
H	072-10	NA		
I	073-10	NA		
J	074-10	NA		
K	077-10	1,890.69 4,520.92	1115 3400	Full Urban Services District Fund Grants – State Budget Journals
L	076-10	NA		
M	079-10	13,500	1101	General Services District Fund
N	078-10	399,700	2514	2005 Bond Projects



066-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

M E M O R A N D U M

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

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: January 25, 2010

SUBJECT: Agreement for Senior Health Plan for Police and Fire Retirees

Attached please find a contract for the Senior Health Plan for Police and Fire Retirees with Anthem Health Plans of Kentucky effective for one (1) year beginning January 1, 2010..

There is no charge to the Lexington-Fayette Urban County Government..

Log # 10-0046



067-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

M E M O R A N D U M

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

FROM: 
Michael Allen, Director
Division of Human Resources

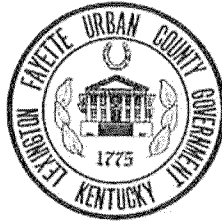
DATE: January 25, 2010

SUBJECT: Agreement for Employee Assistance Program Services Agreement

Attached please find a contract for the Employee Assistance Program for all LFUCG employees with Behavioral Medicine Network Inc. Treatment Associates effective July 1, 2009.

The cost for this agreement is \$43,218.00. Funds are budgeted.

Log # 10-0045



075-10

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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: FEBRUARY 2, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO APPROVE 10 YEAR
PLAN TO END HOMELESSNESS**

The U.S. Department of Housing and Urban Development (HUD) since 2006 has strongly recommended local Communities to adopt a 10 Year Plan to End Chronic Homelessness. In 2007 the Kentucky Housing Corporation awarded the Government \$5,000 toward its efforts to develop a Plan. In collaboration with the Central Kentucky Housing and Homeless Initiative (CKHHI), a non-profit organization whose members serve the homeless, the Division of Community Development began the process of gathering information for the Plan. This consisted of surveys, mailings and focus group meetings.

The Final Draft Plan was distributed for public comment on December 3, 2009. One comment was received from the Salvation Army requesting additional resources for emergency shelters as a resolution to end homelessness.

The Division of Community Development will serve as the primary agency for the implementation of the Plan once approved. Council authorization to approve the 10 Year Plan to End Homelessness is requested.

Paula King
Director

Xc: Linda Rumpke, Commissioner of the Department of Finance and Administration
David Christiansen, CKHHI



LEXINGTON DIVISION OF POLICE

068-10

21

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 27, 2010

RE: Memorandum of Understanding – Federal Medical Center

Please find attached documentation and blue sheet requesting approval of the attached Memorandum of Understanding between the Lexington-Fayette Urban County Government and the Federal Medical Center, Lexington, KY, Federal Bureau of Prisons, United States Department of Justice.

The attached MOU states that this agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt actions. The attached agreement requires the Mayor's signature.

Upon approval and signing, please forward a copy of the agreement to the Chief's Office. There will be no budgetary impact.

A handwritten signature in cursive script, appearing to read "R. Bastin", written over a horizontal line.

Ronnie Bastin
Chief of Police

Attachment

cc: Tim Bennett, Commissioner of Public Safety

MEMORANDUM OF UNDERSTANDING

068-10

BETWEEN

Federal Medical Center Lexington, Kentucky
Federal Bureau of Prisons
United States Department of Justice

AND

Lexington Fayette Urban County Government
for mutual emergency assistance

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Chapter 68 ("Stafford Act"), e.g., Sections 5170(a), (b); the Law Enforcement Emergency Assistance Act, 42 U.S.C. Chapter 111; and the Pandemic and All Hazards Preparedness Act, PL 109-417 (2006), amending sections of 42 U.S.C. that address public health emergencies, this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the United States Department of Justice ("DOJ") Federal Bureau of Prisons ("BOP") *Federal Medical Center, Lexington, Kentucky, (FMC Lexington)*, Lexington Fayette Urban County Government ("LFUCG"). The parties hereby agree as follows:

I. PURPOSE/SCOPE

A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.

B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.

C. This Agreement supercedes any prior agreement between the parties on this same subject.

D. This Agreement shall not affect any pre-existing, independent relationship or obligation between the parties on any other subject, or with any third party or parties.

II. FMC Lexington ASSISTANCE TO LFUCG

A. Under current BOP authority and upon request from the *LFUCG*, the BOP Regional Director may direct the Warden or his/her designee to provide:

1. BOP staff to act ONLY:
 - a) as advisors for technical assistance, e.g., consultants for hostage situations or pandemic control measures (18 U.S.C. 4042(a)(4)); OR
 - b) to search for escaped state/local prisoners ONLY on BOP property (18 U.S.C. 4042(a)(1),(2)).
2. Transportation and/or temporary housing ONLY:
 - a) if state prisoners are sentenced prisoners, AND
 - b) if a "state boarder agreement" exists requiring full reimbursement to BOP by the state (18 U.S.C. 5003).
3. Volunteer inmate work details for community service projects (18 U.S.C. 3622(b); 28 C.F.R. 551.60).
4. Emergency preparedness training and joint training exercises (42 U.S.C. 4742 and the Pandemic and All Hazards Preparedness Act, PL 109-417 (2006), amending sections of 42 U.S.C. re: public health emergencies).

B. Under the Emergency Federal Law Enforcement Assistance Act, 42 U.S.C. Chapter 111, and upon formal request by the state governor to DOJ pursuant to administrative procedures contained in 28 C.F.R. Part 65, DOJ may direct BOP to provide:

1. Any/all assistance listed above in section A.
2. BOP staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team, including a Special Operations Response Team ("SORT"), a Disturbance Control Team ("DCT"), or a Hostage Negotiation Team ("HNT").
3. Detention/Perimeter Security.
Due to limited arrest authority, BOP staff may not take sole custody of *LFUCG* prisoners or perform perimeter security duties at *LFUCG* facility but may perform other non-contact duties to free *FMC Lexington* staff to perform these duties.
4. Transportation. BOP vehicles and drivers may

transport *LFUCG* prisoners, including pre-trial prisoners.

a. Ordinarily, *LFUCG* staff shall be present to maintain custody/supervision of *LFUCG* prisoners being transported.

b. BOP staff may take sole custody of *LFUCG* prisoners being transported ONLY if state law allows BOP staff to be deputized.

5. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.

a. Clothing with BOP insignia may not be loaned to or worn by non-BOP employees.

b. Large or specialized equipment and vehicles shall be operated by BOP staff or by *LFUCG* staff only if *FSD* has indicated its staff are competent to use the equipment.

6. Weapons, ammunition, and chemical agents.

a. Weapons, ammunition, and chemical agents may be provided to *FSD* staff only if *FSD* has indicated its staff are competent to use such weapons, ammunition, and chemical agents.

b. BOP staff may not use weapons, ammunition or chemical agents to assist *LFUCG* without obtaining approval of the Deputy Attorney General or, in extraordinary circumstances, if the Director of the BOP concludes that delay to obtain approval would result in death or serious bodily injury to *LFUCG* staff or inmate hostages. All use of force by BOP staff must be consistent with DOJ/BOP policy.

C. Under the Stafford Act, upon Presidential declaration of a major disaster and coordination with DOJ implementing ESF 13 of the National Response Plan, the Federal Emergency Management Agency ("FEMA") may provide federal disaster relief funds to BOP by issuing Mission Assignments, pursuant to procedures contained in 44 C.F.R. Part 206, directing BOP to provide:

1. Any/all assistance listed above in section B.
 2. Use of BOP facilities, including temporary housing for *LFUCG* prisoners, including pre-trial prisoners.
- As soon as possible, operational details for housing *LFUCG* prisoners beyond the resolution of the initial

emergency shall be documented in a separate agreement.

III. LFUCG ASSISTANCE TO FMC Lexington

A. Upon request from the Warden or his/her designee, LFUCG may provide assistance to FMC Lexington staff responding to disturbances, escapes, or any other natural or man-made emergency affecting the safety, security, and good order of FMC Lexington. Operational details for specific assistance shall be determined at the time of the emergency.

- B.
1. Dispatch response to assist in sealing off the area.
 2. Coordinate effort of KSP's involvement.
 3. Evaluate for initiation of roadblocks.
 4. Send additional manpower as available, if needed.
 5. Distribute pertinent information among Troopers and other involved staff.
 6. Respond with appropriate personnel to reported activities in the area, i.e., burglaries, suspicious persons, etc. which may be related to an escape from this facility.
 7. Will assist on exterior perimeter, if requested.
 8. Establish liaison between agencies involved.

C. Under no circumstances will LFUCG staff:

1. Have command authority on site; or
2. Bring any type of weapon into the secure perimeter of FMC Lexington.

IV. REIMBURSEMENT

1. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.

2. Any reimbursement to BOP by LFUCG for unfunded expenses incurred in rendering Stafford Act assistance directed in FEMA Mission Assignments shall not be more than 25% of the total cost, per 42 U.S.C. 5170b(b).

3. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

V. GENERAL PROVISIONS

A. PERIOD OF AGREEMENT/TERMINATION

1. This Agreement shall become effective upon the date of signature of both parties, as designated below, and shall remain in effect until terminated by mutual agreement or by either party upon 30 days advanced written notice to the other party.

2. This Agreement shall remain in effect during the term in office of any successor leadership of either party unless terminated or modified.

B. MODIFICATION PROCEDURES. Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.

C. SURVIVAL AND SEVERABILITY

1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.

2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law, including immunity provided in 42 U.S.C. 5148 for Stafford Act assistance rendered by the BOP. Neither party agrees to insure, defend, or indemnify the other party.

2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.

E. DISPUTE RESOLUTION. In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other form of non-binding alternative dispute resolution ("ADR") mutually acceptable to the parties.

F. THIRD PARTY CLAIMS. This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

G. CONTACT INFORMATION: Each party shall provide to the other party, and update as necessary, a list of contact persons authorized to act as liaison with the other party. The list shall include names, position titles, telephone numbers and e-mail addresses as appropriate.

In Witness Whereof, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the Federal Medical Center, Lexington, Kentucky and the Lexington Fayette Urban County Government.

For Federal Medical Center,
Lexington, Kentucky:

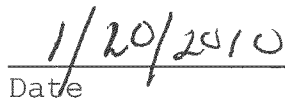
For Lexington Fayette Urban
County Government:



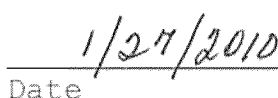
Deborah A. Hickey
Warden



Ronnie Bastin
Chief



Date



Date



Mayor



Date



LEXINGTON DIVISION OF POLICE

069-10

28

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 28, 2010

RE: Memorandum of Agreement – Georgetown Police Department

Please find attached documentation and blue sheet requesting approval of the attached Memorandum of Agreement/Mutual Aid Procedure between the Georgetown Police Department and Lexington-Fayette Urban County Government Division of Police. The Memorandum of Agreement outlines the procedure to be followed by the requesting and responding agency in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007, KRS 65-210 to 65.300. The attached agreement requires the signature of Mayor Newberry.

Upon approval and signing, please forward a copy of the original agreement to my office. There will be no budgetary impact.

A handwritten signature in cursive script that reads "R. Bastin".

Ronnie Bastin
Chief of Police

Attachment

cc: Tim Bennett, Commissioner of Public Safety

MEMORANDUM OF AGREEMENT
CONCERNING MUTUAL AID

This MEMORANDUM OF AGREEMENT (MOA) concerning Mutual Aid is entered into between the Georgetown Police Department and the Lexington Fayette Urban County Government on the date of the signatures as noted below. This MOA outlines the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to KRS 431.007, KRS 65.210 to 65.300 and shall read as follows:

WHEREAS, in the event of an emergency, the highest ranking officer of a law enforcement agency present at the site of an emergency may request assistance from another law enforcement agency when the officer has established the need for additional workforce/employees/officer of equipment.

WHEREAS, unless otherwise agreed, the highest ranking officer of the responding agency present at the site of the emergency may provide the aid and assistance requested when, in his/her opinion, the (change as above) and equipment is available.

WHEREAS, if the responding agency agrees to provide mutual aid, all personnel of the responding agency shall report to and shall work under the direction and supervision of the highest ranking officer of the responding agency who is present at the emergency.

WHEREAS, all personnel and equipment may be recalled by the highest ranking on site officer of the responding agency when the officer determines that the emergency no longer exists, or the personnel and equipment are needed by the responding agency.

WHEREAS, each law enforcement agency shall have the primary responsibility for the investigation of offenses occurring within its jurisdictional boundaries; however, any agency may request the assistance of another agency.

THEREFORE, it is mutually agreed that:

1. In its respective areas of primary responsibility, each department shall perform its duties as required by law.
2. Normally, officers of both departments will act only in their primary operational area of responsibility.
3. When confronted by a situation in the other's primary area of responsibility which, in the officer's opinion, requires action, he/she shall take the appropriate action required by the Kentucky Revised Statutes.
4. When operating jointly, the officer whose department has primary responsibility is in charge regardless of rank and shall perform its duties as required by law.
5. Each department shall be responsible for its expenditures incurred. Expenditures for planned events or joint operations shall be agreed upon, by the respective chiefs of their delegates during planning.
6. Overall operational control of an event shall be the responsibility of the primary jurisdictional department unless otherwise specified by a mutual agreement by both departments. It is agreed between the two departments that a "Unified Command" will be practiced in that there will be a joint incident command structure with a designated incident commander from each department.

7. Complaints of misconduct will be investigated by the agency in which the employee is employed. Where no specific officer of agency is identified in the complaint, an investigation to determine the identity of the officer shall be conducted by the agency having primary jurisdictional responsibility. The Chief of Police of each department shall insure that his/her employee(s) give full cooperation, relative to what they witnessed, in administrative investigations conducted by sworn member of the outside agency.
8. The Georgetown Police Department and the Lexington Police Department shall each be liable for the actions of its employees as required by law.

ADMENDMENTS:

This MOA may be amended in the future as conditions may require upon agreement of both departments.



William G. Reeves, Chief of Police
Georgetown Police Department

01-21-10

Date



Karen Tingle Sames, Mayor
Georgetown, KY

Jan 21, 2010

Date



Ronnie Bastin, Chief of Police
Lexington Fayette Co. Urban Government

1-28-10

Date

Jim Newberry, Mayor
Lexington, KY

Date



070-10 31

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: FEBRUARY 1, 2010

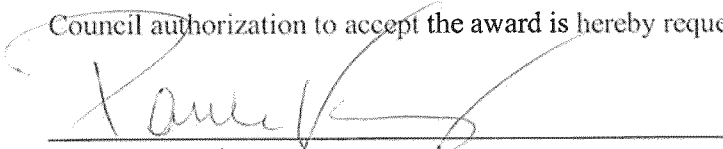
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE
2009 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FOR
IMPLEMENTATION OF A SIMULATED TRAINING PROGRAM**

On May 14, 2009 (Resolution No. 374-2009), the Urban County Council approved the submission of a grant application prepared by the Division of Fire and Emergency Services to the U.S. Department of Homeland Security under the 2009 Assistance to Firefighters Grant Program, requesting funds for purchase of a computer simulated full immersion training, or LEXFIT. The federal agency has approved funding in the amount of 46,939. A 20% local match in the amount of \$11,734 is required. Match is budgeted in the 2010 General Fund budget for the Division of Fire and Emergency Services. Total project cost is \$58,673.

The purpose of LEXFIT is to support Lexington's first responders and regional mutual aid partners with cost effective immersive, interactive simulation based training. It will consistently present subject matter and training content, shorten learning cycles, reduce training costs, and enhance confidence levels within a safe and controlled environment. LEXFIT will become a permanent training resource located at the Fire Training Academy. Project funds will be used to purchase computer equipment, software, server, minor equipment, professional training services, and overtime.

The Assistance to Firefighters Grant is a program of the National Preparedness Directorate in the Federal Emergency Management Agency, U.S. Department of Homeland Security.

Council authorization to accept the award is hereby requested.



Paula King, Director

Xc: Tim Bennett, Commissioner of the Department of Public Safety

THE OFFICE OF LINDA GORTON, RN
COUNCIL MEMBER – AT-LARGE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

071-10



32

TO: Mayor Jim Newberry
Council Members

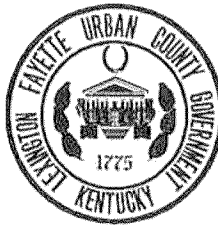
FROM: Linda Gorton
Linda Gorton
Council Member At-Large

RE: Bluegrass Armed Forces Community Covenant

DATE: February 2, 2010

This is a request to execute a Resolution authorizing the Mayor and the Urban County Council Members to sign the Bluegrass Armed Forces Community Covenant, as well as the local Lexington-Fayette County Armed Forces Community Covenant. The Covenant expresses our recognition of the commitment of Service Members & their Families and our desire to strengthen them through building partnerships within the 17 county Bluegrass Area Development District region.

There is no budgetary impact.



072-10

33

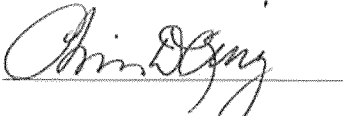
Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS & DEVELOPMENT

Jim Newberry
Mayor

Mike Webb
Commissioner

MEMORANDUM

TO: Mayor Jim Newberry
Urban County Councilmembers
Joseph Kelly, Senior Advisor to the Mayor
FROM: Chris King, Director, Division of Planning
DATE: February 2, 2010
RE: Authorization to Execute Performance Agreements with Non-LFUCG Land Subdivision Technical Committee Agencies



During the past year, numerous changes and improvements have been made in the processes related to subdivision plats and development plans which are required to be reviewed and approved by the Planning Commission. A number of these changes have involved revisions in the procedures and practices attendant to the Land Subdivision Technical Committee.

The Technical Committee is a review body comprised of representatives of many LFUCG Division and Departments as well as many non-LFUCG representatives including all private utility companies (gas, water, electric, telephone); Fayette County Schools; U.S. Postal Service; U.S. Natural Resources Conservation Service; and the Fayette County Health Department. The Committee exists to provide a coordinated review of the submitted plans to ensure that the needs attendant to the development are effectively coordinated. The Committee has been in existence since the 1960s.

In a review distinct from and subsequent to its original LFUCG management audit, the firm of Management Partners was engaged to review the process associated with the plan review process and make recommendations for changes. All key recommendations have been addressed with exception of a portion of one recommendation. The Council resolution being requested will allow the LFUCG to attempt to finalize this process.

The recommendation being implemented involves the execution of formal written participation and performance expectation agreements with all Technical Committee representatives. Such agreements have already been executed with all LFUCG agencies; however, the Department of Law has determined that Council authorization will be necessary in order for the Administration to attempt to execute similar agreements with the non-LFUCG agencies on the Committee. Therefore, a resolution will need to be prepared and submitted to Council. It is recommended that the resolution be drafted to allow the Commissioner of Public Works and Development to execute the agreements on behalf of the LFUCG.

It should be noted that the new practices and procedures associated with the Technical Committee have been fully instituted, and that many of the non-LFUCG agencies are already cooperating with the new procedures at the present time. The resolution will merely authorize the LFUCG to seek to memorialize the practices in written form with each agency as recommended by Management Partners.

C: Mike Webb, Commissioner of Public Works and Development



073-10

34

Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks & Recreation
Jerry Hancock, Director

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council Members
Joe Kelly, Senior Advisor to the Mayor

FROM: 
Jerry Hancock

RE: Facility Usage Contract

DATE: January 28, 2010

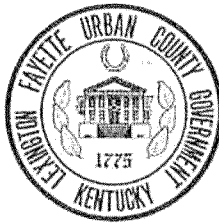
This is a request for Council approval of a Facility Usage Agreement between the Fayette County Board of Education and The Lexington Fayette Urban County Government.

This Facility Usage Contract is for use of Sandersville, Meadowthorpe and Booker T. Washington Elementary School Gyms for basketball practice on various dates at no cost to the Lexington Fayette Urban County Government.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac



074-10

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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: FEBRUARY 2, 2010

SUBJECT REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION
TO THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT
REQUESTING FEDERAL FUNDS FROM THE RECREATIONAL
TRAIL PROGRAM FOR THE JACOBSON PARK TRAIL. THIS
PROJECT REQUIRES PUBLIC MEETING

The Division of Parks and Recreation has prepared a grant application for submission to the Kentucky Department for Local Government, requesting federal funding in the amount of \$100,000 for construction of the multi-use trail is to connect a large, newly developed residential area in SE Lexington to Jacobson Park, one of the county's largest and most popular community parks, and through the park to a primary trail route identified in the Greenway Master Plan which leads downtown. The section proposed for the grant is 2.0 miles long and is completely on LFUCG property within Jacobson Park.

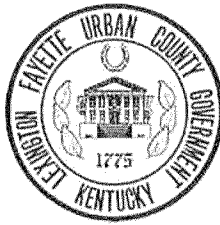
This project requires a 50% local match. Local match in the amount of \$100,000 is available in the 2009 Trail Fund (bond revenue), budgeted at 2518-707601-7211-90310. Total project cost is \$200,000.

The source of federal funds is the Federal Highway Trust Fund, and represents a portion of the motor fuel excise tax collected from nonhighway recreational fuel use. **This project requires a public meeting.**

Council authorization to submit application is hereby requested.

Paula King, Director

Xc: Kimra Cole, Commissioner of the Department of Parks and Recreation



077-10

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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**

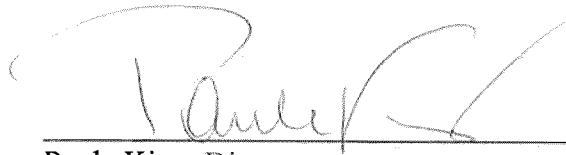
DATE: FEBRUARY 2, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD
FROM THE KENTUCKY ENERGY AND ENVIRONMENT
CABINET FOR THE ILLEGAL OPEN DUMP REMEDIATION
GRANT PROGRAM—FY 2010**

On November 5, 2009 (Resolution No. 710-2009) Council authorized submission of a grant application to the Kentucky Energy and Environment Cabinet requesting funding under the 2010 Illegal Open Dump Remediation Grant Program. The state agency has approved an award amount of \$3,390.69 for remediation of two dump sites. Funds will be used for personnel costs and waste disposal fees. A 25 % local match (\$1,130.23) will come from existing personnel costs in the Division of Waste Management..

Funds for this program are authorized by KRS 224.43-505(3) and 401 KAR 49:080 Section 5(2). Source of funds is the Kentucky General Fund.

Council authorization to accept the award is hereby requested.



Paula King, Director

Xc: Cheryl Taylor, Commissioner, Department of Environmental Quality



076-10

37

Lexington-Fayette Urban County Government

Jim Newberry, Mayor

TO: Mayor Newberry
Urban County Council

FROM: Marianne Blodgett
Director of Community Relations

DATE: February 2, 2010

SUBJECT: Request Approval of Conditions for Donation of Services and
Space Agreement for the 2010 Census

This request will authorize approval of conditions for donation of services and space agreements for use of these LFUCG facilities: Black & Williams Center, Cardinal Valley Center, Senior Citizens Center, Castlewood Community Center, Gainesway Park Community Center, Central Kentucky Job Center and Third Street Fire Station for Census Assistance Centers from March 19 – April 19 for 15 hours per week.

The centers will be staffed with trained census workers and they will establish working hours based on the regular hours of operation for each facility.



079-10

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Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

TO: URBAN COUNTY COUNCIL

FROM: SHAYE RABOLD, CHIEF OF STAFF, MAYOR'S OFFICE *MSR*

DATE: FEBRUARY 2, 2010

SUBJECT: COUNCIL AUTHORIZATION TO ENTER INTO PURCHASE OF SERVICE AGREEMENT WITH BLUEGRASS SPORTS COMMISSION, INC.

Please find enclosed a Purchase of Service Agreement between Lexington-Fayette Urban County Government and the Bluegrass Sports Commission, Inc.. The Bluegrass Sports Commission was formerly known as the Lexington Area Sports Authority (LASA). LFUCG has had a longstanding relationship with this organization. Details of the services provided are included in the PSA for your information and review.

Funds in the amount of \$13,500 were approved in the FY2010 budget for LASA (now known as the Bluegrass Sports Commission) and remain fully budgeted.

Council authorization is requested to enter into the agreement with the Bluegrass Sports Commission, Inc.

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 (859)258-3100 Fax 859-258-3194 www.lfucg.com

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____, 2010, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Department of General Services, and **BLUEGRASS SPORTS COMMISSION, INC.**, a Kentucky non-stock, non-profit organization, ("Organization") with offices located at Suite 1400, 250 West Main Street, Lexington, Kentucky 40507.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on July 1, 2009, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay the Organization the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00) for services required by this Agreement, the payment schedule for which shall be mutually agreed between the parties.

3. The Organization agrees to provide the following services:

A. Annually staging and growing the Bluegrass State Games.

B. Working on current and future events to bring about a measurable incremental increase in room nights in our hotel properties.

C. Maximizing the visitation and attendance of all events to increase consumer spending for restaurants and other entertainment options.

D. Actively working with corporate sponsors to increase their business development efforts through their active support of Bluegrass State Games events and efforts.

E. Working with all pertinent local and regional organizations to identify other opportunities to assist the economic development of the community.

F. Submit an annual report each year to the Mayor and the Urban County Council, which report shall contain a summary of its activities for the preceding year.

G. File all federal, state and local tax returns which are required by the respective governmental unit and to submit copies of same to the Department of General Services.

4. In the event of termination of this Agreement by Government as provided for in Paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

5. Organization shall perform all duties and services described in item 3 above faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances

and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

6. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner for the preceding fiscal year. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are registered by the Organization in the Department of General Services, and the Organization shall not be compensated unless and until such registration has taken place.

7. The Organization shall, at the end of each quarter and by no later than the 10th working day of the succeeding quarter, on such forms as the Department of General Services shall provide, submit to the Department of General Services: a report containing, for each of the services enumerated herein which were provided in the preceding quarter (a) a description of the service provided, including the quantity and quality of the service provided, and (b) the personnel costs, administrative costs, fixed costs, and any other direct or indirect costs in providing the service; and an invoice requesting compensation for the services provided during the preceding quarter. Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization for each quarter of the Agreement shall not be paid unless and until Organization submits the quarterly report and invoice required hereunder.

8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization at all reasonable times, and if it desires, it may have the books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the Department of Law for review within thirty (30) days of the execution of this Agreement.

12. The Organization agrees that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit shall be submitted to the Government within 10 days of completion.

13. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust

department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

- D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

14. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is

not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Jim Newberry, Mayor

ATTEST:

Susan Lamb
Clerk of the Urban County Council

BLUEGRASS SPORTS COMMISSION,
INC.

BY: _____

TITLE: _____

ATTEST:

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Lexington-Fayette Urban County Government
OFFICE OF THE SENIOR ADVISOR / CIO

Jim Newberry
Mayor

Rama Dhuwaraha
Senior Advisor / CIO

MEMORANDUM

TO: Mayor Jim Newberry

FROM: Chad Cottle, PeopleSoft Project Mgr

VIA: Rama Dhuwaraha, Senior Advisor/CIO

DATE: February 2, 2010

RE: Metaformers Continued Support

Authorizing the Mayor to execute the attached revised statement of work (SOW) from Metaformers, Inc. for an amount not to exceed \$399,700 that is fully budgeted detailing the continuing support requests for LFUCG through April 30th, 2010. The services include but are not limited to: additional payroll support; time and labor support; calendar year-end HR processing and production of W2s; support for financials, contracts and grants; as well as technical support for PeopleSoft systems. The schedule of resources and rates is included in the statement of work.



EXHIBIT A

STATEMENT OF WORK

THIS DOCUMENT IS THE STATEMENT OF WORK ("SOW") FOR Metaformers' services for LFUCG under the Agreement between them.

1. **Purpose of Project.** The purpose of this Agreement is to provide PeopleSoft post-Production support services to the LFUCG Department of Enterprise Solutions (DES). This support will include coverage for Human Capital Management (HCM), Financials & Supply Chain Management (FSCM), Enterprise Service Automation (ESA), Enterprise Performance Management (EPM) suites. Metaformers will also support the efforts to close the HCM year end.
2. **Approach.** Metaformers will provide PeopleSoft services both on-site and remotely, to support the operations of the DES. This is a Time and Materials statement of work.
3. **Schedule.** The Statement of Work covers the period January 15th 2010 through April 30th, 2010. Significant milestones established are: January 31st for production of W2s and February 15th, for the Pensions Payroll.
4. **Deliverable Specifications.** Metaformers will support the resolution of outstanding issues for TAM and Time and Labor, deliver W2sⁱ, and provide support for the initial Pensions Payroll as well as other solutions operations.
5. **Metaformers' Resources.** Metaformers key resources for these tasks are: Andrew Beck, Robert Hutchings, and Wayne Wright. Anticipated additional resource needs include Shane Baumann, Aeleigh Rothwell, Marlene Haas, and James Roberts. Rates charged include Metaformers Reference Customer Program discount. The following rates will apply:
 Andrew Beck, PM, \$189.75
 Andrew Beck, HR Analyst \$137.57
 Robert Hutchings, HCM Lead \$142.31
 Wayne Wright, EPM Lead \$142.31
 Shane Baumann, Tech Lead \$142.31
 Aeleigh Rothwell, T&L Lead \$142.31
 Marlene Haas, Payroll/Pensions Lead \$142.31
 James Roberts, PCG Lead \$142.31
 Additional Module Leads, if needed \$142.31

Anticipated Level of Effort 2350 hours

The estimated cost of these services and related expenses should not exceed \$399,700.

6. **Cooperation.** In addition to any payment or other obligations imposed on LFUCG under this Agreement and/or any Statement of Work, LFUCG shall: (a) provide Metaformers with any and all information and assistance, and make available and provide access to facilities, resources and personnel, as may be reasonably requested by Metaformers from time to time; (b) provide access to all software programs materials necessary for Metaformers to perform its obligations under this Agreement; (c) notify Metaformers in writing of any circumstances reasonably expected to impact or delay Metaformers' performance under this Agreement; and (d) cooperate with any other reasonable Metaformers request to enable Metaformers to perform its duties under this Agreement.

7. Acceptance of Deliverables.

7.1 Deliverables. This task is primarily a support task. LFUCG understands and agrees that any deliverables are cumulative and that Metaformers' performance of work on any subsequent deliverable will be directly based on LFUCG's acceptance of work on prior deliverables.

7.2 Evaluation and Review. After Metaformers has delivered to LFUCG any deliverable, LFUCG shall have three business days from the date Metaformers of delivery (unless such other acceptance period is agreed to by the Parties) to review the deliverable and to determine whether such deliverable substantially conforms to the specifications set forth in the relevant Statement of Work (the "Acceptance Period").

7.3 Notice of Non-conformity. LFUCG shall within the applicable Acceptance Period provide Metaformers with a written notice of all non-conforming aspects and/or defects in the deliverable together with all information and assistance reasonably necessary for Metaformers to correct such non-conforming aspects and/or defects ("Notice of Non-conformity"). The Notice of Non-conformity shall specify (1) the requirement from the Metaformers' proposal that LFUCG claims does not conform to the specifications; and (2) the manner in which the functional requirement does not conform to the specification. If LFUCG does not issue a Notice of Non-Conformity to Metaformers with the applicable Acceptance Period, then the Parties agree that the deliverable will be deemed to be accepted as 'Final' and LFUCG will provide the appropriate sign-off.

7.4 Correction of non-conforming aspects of Deliverables. Metaformers shall have five business days following receipt of LFUCG's written notice of non-conforming aspects to correct the non-conforming aspects of the deliverable. If changes are too significant to complete in this time frame the PM from the client and Metaformers can agree to extend the deadline after understanding impact to schedule.

8. Change Orders.

8.1 No change(s) to this Agreement shall become effective unless and until both Parties execute a written Change Order describing any such changes and their impact on performance. Neither Party shall unreasonably withhold, deny or delay approval of any Change Order proposed or requested by the other Party. Metaformers shall have no obligation to perform any services described in any proposed or requested Change Order, or any proposal related thereto, unless and until such Change Order has been executed by both Parties. Upon its execution, such Change Order shall be incorporated into this Agreement.

8.2 If LFUCG wishes to implement any changes or revisions that deviate in any material respect from the applicable Statement of Work, LFUCG shall submit a requested Change Order to Metaformers specifying such changes or revisions in detail. Metaformers shall promptly review such requested Change Order and shall submit to LFUCG a written proposal for implementing such changes or revisions, including any price changes. LFUCG shall have five (5) business days from receipt of Metaformers proposal to accept or reject such proposal in writing. Upon LFUCG's acceptance of such proposal, the Change Order, as supplemented and/or modified by Metaformers' proposal, shall be executed by each party and shall amend and become part of the applicable Statement of Work. Metaformers understands that Change

Orders to the total contract amount will require final approval of the Lexington-Fayette Urban County Council thus this approval will fall outside of the five (5) business days in order to amend the contract.

8.3 If an event occurs which is beyond LFUCG's reasonable control and which would affect Metaformers' performance of its obligations under the applicable Statement of Work (including, without limitation, with respect to Delivery Dates or pricing) ("Material Change"), LFUCG shall, as soon as possible after becoming aware of such Material Change, submit a requested Change Order to Metaformers specifying any changes or revisions to the applicable Statement of Work that may be necessary due to such Material Change. Notwithstanding anything herein to the contrary, in no event shall Metaformers be penalized or held liable for any Material Change.

9. Delays. Any failure or delay by Metaformers in meeting the a Delivery Date caused, in whole or in part, by LFUCG's failure or delay in performing any of its obligations under this Agreement (a "Delay"), shall result in an automatic extension of such Delivery Date by a reasonable period to be determined by Metaformers. Any reasonable charges or expenses incurred by Metaformers due to any Delay shall be paid by LFUCG.

In witness whereof, for adequate consideration and intending to be legally bound, the Parties hereto have signed this Agreement, or caused it to be signed by their duly authorized representatives, as of the day and year first above mentioned.

**Lexington-Fayette Urban County
Government**

Metaformers, Inc.

Signature: _____

Signature: Andrew Beck

Name: Jim Newberry

Name: Andrew Beck

Title: Mayor

Title: Vice President

Date: _____

Date: 02/02/2010

Attest: _____
Susan Lamb, Council Clerk

STATE OF _____)
COUNTY OF _____)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Edward Bouryng as President of Metaformers, Inc., on this the ____ day of _____, 2010.

My commission expires: _____.

¹ W2 production is dependent on LFUCG providing year end balance adjustments in a timely fashion.