**URBAN COUNTY COUNCIL**
**SCHEDULE OF MEETINGS**
**April 19-April 26, 2010**

**Monday, April 19**

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

**Tuesday, April 20**

Affordable Housing Trust Task Force.....9:00 am
Conference Room-5th Floor Government Center

Water Resources Oversight Committee Meeting.....11:00 am
Council Chambers-2nd Floor Government Center

Planning Committee Meeting.....1:00 pm
Council Chambers-2nd Floor Government Center

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

**Wednesday, April 21**

Town & Gown Commission Meeting.....4:00 pm
Maxwell St Presbyterian Church, 180 E Maxwell St

**Thursday, April 22**

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

**Friday, April 23**

Environmental Quality Council Links Meeting.....11:00 am
Conference Room-5th Floor Government Center

**Monday, April 26**

Economic Visioning & Strategy Interviews.....8:30 am
Conference Room-5th Floor Government Center

# LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

## WORK SESSION AGENDA

**April 20, 2010**

I. Public Comment – Issues on Agenda

II. Requested Rezonings / Docket Approval – Yes

III. Approval of Summary-Yes, April 13, 2010, pp.7-10

IV. Budget Amendments – Yes, pp.11-16

V. New Business, pp.18-66

VI. Continuing Business / Presentations

- A. Corridors Commission, pp.67-70
- B. Council Intergovernmental Committee, pp.71-73
- C. 2010 Public Health Hero
  Dr. Melinda Rowe, Commissioner of Health
  Lexington-Fayette County Health Department

VII. Council Report

VIII. Mayor's Report – Yes

IX. Public Comment – Issues Not on Agenda

# ADMINISTRATIVE SYNOPSIS

## New Business Items

A. Authorization to Submit Grant Application to the Kentucky Department of Education (KDE) and Accept the Award if Offered, and Execute an Agreement with the Fayette County Board of Education (FCBE) for Operation of the Summer Food Service Program for 2010. (179-10) (P. King/Cole)
This request will authorize the submission of a grant application for federal funds in the amount of $146,985 to KDE, Division of Nutrition & Health Services, and accept the award if offered, for the Summer Food Service Program. The program will operate at approximately 40 sites in low-income neighborhoods and includes the Extended School Program, open parks and camps operated by the Division of Parks & Recreation, and other children's programs operated by public and private nonprofit groups. This will also approve an agreement with FCBE, Food Services, to prepare and deliver meals and snacks to the sites. The source of funds is the US Department of Agriculture. While no matching funds are required, $65,600 is budgeted in the FY2010 General Fund budget for the program. Total annual impact is $212,585.**pp.18-19**

B. Authorization to Approve 2010 Concession Contracts with Youth Baseball Leagues on Behalf of the Department of General Services, Division of Parks & Recreation. (180-10) (Hancock/Cole)
This request will authorize the approval of 2010 Concession Contracts with John Ivey, South Lexington Babe Ruth at Shillito Park; B.J. Carson, Bluegrass Girls Fastpitch at Cardinal Run and Gainesway Parks; Mike LeVan, Northern Cal Ripken at Constitution and Kenawood Parks; Joni Hollon, Northern Babe Ruth at Constitution Park; Cliff Hensley, Lexington Fastpitch at Constitution Park; Shawn Yeary, Southeastern Babe Ruth at Veterans Park; David Henry, Eastern Little League at Ecton and Johnson Heights Parks; Donetta Morton, Dixie Youth Baseball at Mary Todd Park; Jude Ritchie, South Lexington Youth Baseball at Shillito Park; Jeff Nash, Western Little League at Cardinal Run and Wolf Run Parks; Eileen Keplinger, Southwest Lexington Pony Baseball at Cardinal Run and Garden Springs Parks, and Airport Fields; and Terry Johnson, Southeastern Cal Ripken at Veterans and Crosby Parks on behalf of the Division of Parks & Recreation for Youth Baseball Leagues Spring season.**p.20**

C. Authorization to Approve Claims Payment Agreements for Summary Plan Description PPO 100/70, PPO 80/50 and HDHP, an Amendment to Plan Management Agreement, and an Amendment No. 2 to Group Stop-Loss Policy with Humana Insurance Company (HIC). (176-10) (L. Jarvis/Rumpke)
This request will authorize the approval of Claims Payment Agreements for Platinum PPO 100/70, Gold PPO 80/50 and Silver HDHP by HIC on behalf of participants in the health insurance plans; amends the Plan Management Agreement, effective January 1, 2008, regarding Articles III, V, VII, XI, and XIII and Exhibits C and F; and an Amendment No. 2 to Group Stop-Loss Policy that supersedes and to be substituted for any previously existing schedule to the policy of the same or similar designation. The agreements and amendments

are effective from January 1 through December 31, 2010. Funds are budgeted.**p.21**

D. Authorization of Amendment No. 1 to Ordinance No. 54-2010 to Correct a Clerical Error Regarding the Administrative Officer Position in the Division of Youth Services. (181-10) (L. Jarvis/Rumpke)
This request will authorize Amendment No. 1 to correct a clerical error in Section 1 of Ordinance No. 54-2010 to change *350.02 1 112 118E Administrative Officer* to read *650.02 1 112 118E Administrative Officer*. There are no other changes associated with this amendment.**pp.22-23**

E. Authorization of Amendment No. 1 to Resolution No. 788-2009 to Correct a Clerical Error Regarding Probationary Civil Service Appointments. (188-10) (L. Jarvis/Rumpke)
This request will authorize Amendment No. 1 to Resolution No. 788-2009 to correct a clerical error to change *Tonia Walters, Staff Assistant Sr., Grade 108N, $13.130 hourly, in the Division of Facilities & Fleet Management, effective December 7, 2009* to read *Tonia Walters, Staff Assistant Sr., Grade 108N, $13.130 hourly, in the Division of Building Inspection, effective December 7, 2009*. There are no other changes associated with this amendment.**pp.24-26**

F. Authorization to Approve the Seventh Amendment to Agreement with AmeriNational Community Services, Inc. Regarding the HOME and Community Development Block Grant (CDBG) Housing Rehabilitation and Homeownership Programs. (196-10) (P. King/Rumpke)
This request will authorize the approval of the seventh amendment to agreement with AmeriNational Community Services, Inc. to extend agreement through June 30, 2012 and provides up to an additional $60,000 for servicing amortizing loans funded by the HOME and CDBG Housing Rehabilitation and Homeownership Programs. There are no other changes associated with this amendment. Funds are budgeted.**p.27**

G. Authorization to Approve a Merchant Processing Application and Agreement with Direct Connect, LLC on Behalf of the Special Events Commission for *Spotlight Lexington*. (177-10) (Greathouse/Rabold)
This request will authorize the approval of a Merchant Processing Application and Agreement with Direct Connect, LLC on behalf of *Spotlight Lexington* to allow for remote credit card processing for purchase of commemorative prints and pins. Costs will vary and is based on actual usage.**pp.28-31**

H. Authorization to Approve Proposed Ordinance and Local Participation Agreement Regarding the Turfland Town Center Development Area by Turfland Development Company, Inc. as a Tax Incremental Financing (TIF) Development Project. (194-10) (Kelly)
This request will authorize the approval of the proposed Ordinance and Local Participation Agreement for submission to the Kentucky Economic Development Financing Authority regarding the Turfland Town Center Development Area by Turfland Development Company, Inc. as a TIF Development Project for certain infrastructure costs.**pp.32-44**

I. Authorization to Approve a License and Sponsorship Agreement by and between Fifth Third Bank, Downtown Lexington Corporation (DLC) Foundation, and LFUCG, and to Accept a Cash Donation for Construction of the Fifth Third Bank Pavilion. (178-10) (Askew)
This request will authorize the approval of a License and Sponsorship Agreement by and between Fifth Third Bank, DLC Foundation and LFUCG to accept a donation of $750,000 for construction of the Fifth Third Bank Pavilion located at Cheapside Park. **pp.45-53**

J. Authorization to Accept a Grant Award Offered by the Financial Commission for Appalachia High Intensity Drug Trafficking Area (HIDTA) on Behalf of the Department of Public Safety, Division of Police. (182-10) (P. King/Bennett)
This request will authorize the acceptance of a grant award of federal funds in the amount of $2,000 offered by the Financial Commission for Appalachia HIDTA on behalf of the Division of Police for narcotics investigation. Funds will be used for officer overtime. The source of funds is the White House Office of National Drug Control Policy. No matching funds are required.**p.54**

K. Authorization to Accept a Grant Award Offered by the Blue Grass Community Foundation on Behalf of the Department of Public Safety, Division of Police for Expansion of Broadband Access. (183-10) (P. King/Bennett)
This request will authorize the acceptance of a grant award in the amount of $525,000 offered by the Blue Grass Community Foundation on behalf of the Division of Police for expansion of broadband access for enhanced public safety. Funds will be used to improve the Wi-Fi network coverage in high crime areas, for professional services to conduct engineering study and site survey for project elements, and for the purchase of network components for installation on existing poles. The source of funds is the John S. and James L. Knight Foundation. No matching funds are required.**p.55**

L. Authorization to Submit Grant Application to the US Department of Homeland Security on Behalf of the Department of Public Safety, Division of Fire & Emergency Services under the 2010 Assistance to Firefighters Grant Program. (192-10) (P. King/Bennett)
This request will authorize the submission of a grant application for funds in the amount of $140,000 to the US Department of Homeland Security on behalf of the Division of Fire & Emergency Services for purchase of a Propane Fueled Burn Room Prop for live fire training under the 2010 Assistance to Firefighters Grant Program. A local match of 35% ($35,000) local is required and has been requested in the FY2011 General Fund budget. If approved, total program cost will be $175,000.**p.56**

M. Authorization to Accept a Grant Award from the Kentucky Department of Military Affairs, Division of Emergency Management on Behalf of the Department of Public Safety, Division of Emergency Management / 911 under the Chemical Stockpile Emergency Preparedness Program (CSEPP) – FY2010. (193-10) (P. King/Bennett)
This request will authorize the acceptance of a grant award of federal funds in the amount of $595,600 from KDMA DEM on behalf of the Division of Emergency Management / 911 under CSEPP. Funds will be used to support

salary of a coordinator, administer the local program, maintain the alert and notification system, communications, public education, purchase of supplies, decontamination equipment, professional development, and a protective action equipment shelter, and for enhancements to the Emergency Operations Center. The source of funds is the Federal Emergency Management Agency, Department of Homeland Security. No matching funds are required.**p.57**

N. Authorization to Amend Section 22-53.1 of the Code of Ordinances Regarding the Department of Public Safety, Division of Police. (195-10) (L. Jarvis/Bennett)
This request will authorize an amendment to Section 23-153.1 of the Code of Ordinances regarding the Division of Police, to set a maximum age limit of 37 years of age; remove requirement for a recruitment cycle every six (6) months to allow flexibility during budget constraints; change ranking from 100% based on oral board score to a final score combining both written and oral examinations; establish a new hiring process and eligibility list for each recruitment cycle unless extended by the Chief of Police and the Director of Human Resources; allow the Chief of Police and the Director of Human Resources to permanently remove candidates who do not meet criteria established by KRS and LFUCG ordinances; and remove the "Rule of Five" condition and allow the Chief of Police to consider all components of the examination process when making final selection. There is no fiscal impact for this action.**p.58**

O. Authorization to Accept an Award from the Kentucky Department of Local Government under the Recreational Trails Program for the Coolavin Rail Trail Project. (191-10) (P. King/Webb)
This request will authorize the acceptance of an award of federal funds in the amount of $75,000 from the Kentucky Department of Local Government for the Coolavin Rail Trail Project, to be constructed between Fourth Street and Loudon Avenue along an abandoned R.J. Corman railroad corridor. The source of funds is the Federal Highway Trust Fund and represents a portion of the motor fuel excise tax collected from nonhighway recreational fuel use. A local match of 50% ($75,000) is required and available in the 2008 Trail Fund budget. Total project cost is $150,000.**p.59**

P. Authorization of a Release of a Utility Easement at Property Located at 3100 and 3110 Wall Street. (184-10) (Askew)
This request will authorize a Release of Utility Easement at property located at 3100 and 3110 Wall Street. This release has been reviewed and approved by the Divisions of Engineering, Water Quality and Traffic Engineering, and the Department of Law. There is no budgetary implication for LFUCG.**p.60**

Q. Authorization of a Partial Release of a Sanitary Sewer Easement at Property Located at 367 McConnells Trace (185-10) (Askew)
This request will authorize a Partial Release of a Sanitary Sewer Easement at property located at 367 McConnells Trace. This partial release has been reviewed and approved by the Divisions of Engineering, Water Quality and Traffic Engineering, and the Department of Law. There is no budgetary implication for LFUCG.**p.61**

R. Authorization of a Partial Release of a Parking and Access Easement at Property Located at 366 McConnells Trace. (186-10) (Askew)
This request will authorize a Partial Release of a Parking and Access Easement at property located at 366 McConnells Trace. This partial release has been reviewed and approved by the Divisions of Engineering, Water Quality and Traffic Engineering, and the Department of Law. There is no budgetary implication for LFUCG.**p.62**

S. Authorization to Create an Internal Energy Fund within the Department of Environmental Quality. (187-10) (Taylor)
This request will authorize the creation of an Internal Energy Fund within the Department of Environmental Quality, to capture savings generated through energy management and energy improvements at LFUCG-owned facilities. The savings will be reinvested in additional energy improvements to provide a funding stream for energy projects.**pp.63-64**

T. Authorization of an Agreement with EnergyCAP® on Behalf of the Department of Environmental Quality under the Energy Efficiency and Conservation Block Grant (EECBG) Program. (189-10) (P. King/Taylor)
This request will authorize an agreement in the amount of $113,887.50 with EnergyCAP® on behalf of the Department of Environmental Quality for software license, training and maintenance under the EECBG Program. The software will be used to develop a centralized system for monitoring and analyzing energy consumption in LFUCG and other public facilities, and traffic lights. The source of funds is the Department of Energy under the American Recovery and Reinvestment Act of 2009. No matching funds are required.**p.65**

U. Authorization of an Agreement with Bluegrass PRIDE, Inc. on Behalf of the Department of Environmental Quality under the Energy Efficiency and Conservation Block Grant (EECBG) Program (190-10) (P. King/Taylor)
This request will authorize an agreement for federal funds in the amount of $225,000 with Bluegrass PRIDE, Inc. on behalf of the Department of Environmental Quality under the EECBG Program to perform public education and outreach on energy efficiency and conservation; promote the use of web-based energy tracking / benchmarking tools; arrange energy audits; provide on-site education and consultation to commercial building owners and occupants; facilitate grant-funded energy improvements to nonprofit art facilities under the banner of Energizing the Arts; and oversee a LED Exit Sign Change-Out Program geared toward nonprofit organizations. The source of funds is the Department of Energy under the American Recovery and Reinvestment Act of 2009. No matching funds are required.**p.66**

URBAN COUNTY COUNCIL

WORK SESSION SUMMARY

& TABLE OF MOTIONS

April 13, 2010

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

I. Public Comment – Issues on Agenda-None

II. Requested Rezonings / Docket Approval-None

III. Approval of Summary-Yes

A motion by CM Gorton to approve the summary from April 6, 2010, seconded by CM Myers, passed without dissent.

IV. Budget Amendments-None

V. New Business

A. Authorization to Submit Grant Application to the Kentucky Transportation Cabinet (KYTC) and Accept Award if Offered, on Behalf of the Department of Public Safety, Division of Police, for the Speed Enforcement Project – FY2011. (166-10) (P. King/Bennett)

B. Authorization to Submit Grant Application to the Kentucky Transportation Cabinet (KYTC) and Accept Award if Offered, on Behalf of the Department of Public Safety, Division of Police, for Collision Reporting Quality Control Project – FY2011. (167-10) (P. King/Bennett)

C. Authorization to Submit Grant Application to the Commonwealth of Kentucky, Transportation Cabinet (KYTC) on Behalf of the Department of Public Safety, Division of Police, for the *Click It or Ticket* Seat Belt Enforcement Mobilization – FY2010. (168-10) (P. King/Bennett)

D. Authorization to Accept a Material Donation from ATS Construction on Behalf of the Department of Public Safety, Division of Fire & Emergency Services, for Structural Collapse Training. (170-10) (Hendricks/Bennett)

E. Authorization to Amend Section 23-18 of the Code of Ordinances within the Department of Public Safety, Division of Fire & Emergency Services. (175-10) (L. Jarvis/Bennett)

F. Authorization to Approve Change Order No. 1 to Contract with Judy Construction, Inc. Regarding the West Hickman Creek Waste Water Treatment Plant (WWTP) Miscellaneous Equipment Improvements Project. (169-10) (Martin/Taylor)

G. Authorization to Approve Facility Usage Agreements with Youth Baseball Leagues on Behalf of the Department of General Services, Division of Parks & Recreation. (171-10) (Hancock/Cole)

H. Authorization to Approve Change Order No. 10 to Contract with ENTRAN (f/k/a American Consulting Engineers, PLC) Regarding the Newtown Pike Extension Project. (172-10) (P. King/Webb)

I. Authorization to Submit Grant Application to the Kentucky Cabinet for Economic Development on Behalf of the Mayor's Office of Economic Development. (173-10) (Wright/Kelly)

J. Authorization to Approve a Purchase of Service Agreement (PSA) with the Farm and Garden Market Cooperative Association, Inc. (d/b/a Farmers' Market) for use of Public Right-of-Way. (174-10) (Ebel/Rabold)

A motion by CM Ellinger to approve New Business items, seconded by CM Beard, passed without dissent.

David Barberie from Dept. of Law was present to ask for a date to schedule a Fire Dept. Disciplinary Hearing; it was scheduled for 5/3/10 at 3 pm in Council Chambers.

VI. Continuing Business / Presentations-Yes

A. Services Committee Report

This report was given by Chair CM Ellinger. There were no motions to come forward.

VII. Council Report

CM Henson-Wished CM Ellinger a Happy Birthday along with her sister.

CM Blues-Announced several neighborhood meetings: Meadowthorpe tonight at 7 pm at the community center; on 4/15 at 7 pm Melrose Oakpark at Thompson Rd Baptist Church and Speigle Heights at Antioch Baptist Church; and on 4/19 Winburn at 6:30 pm at the MLK Park Shelter.

CM Lane-A motion by CM Lane to request a resolution for a multiway stop control at Southpoint Dr and Clearwater Way, seconded by CM Crosbie, passed without dissent.

CM Crosbie-Wished CM Ellinger a Happy Birthday; had a question about why the

recycling bins downtown where bolted down with the Streetscape project going on-Council Taylor gave an answer.

A motion by CM Crosbie to request that ethical recommendations regarding the timeliness of former employees to be able to work for others be placed into the Inter-Governmental Committee, seconded by CM Ellinger, passed without dissent.

CM Lawless-Wished a fabulous birthday to CM Ellinger, CM Crosbie's daughter, and CM Henson's sister; announced that the historic South Hill NA will meet tonight at 6 pm at the 1st United Methodist Church parsonage in the basement; Elizabeth St NA will host a Mayor's Forum this Thursday at 6 pm at the 1st Christian Church at the corner of Audubon Ave and Forest, off Nicholasville Rd; thanked UK Fusion organization for helping with the Census March to the Mailbox-they will be continuing with this campaign hosting a cleanup in the Columbia Heights neighborhood from 2:30-4:30 pm this Saturday; thanked Comm. Taylor for her service to the community; requested a presentation from CIO Dhuwaraha on the payroll software-Comm. Rumpke answered the question about the latest payroll error; also announced that there will be a spin-off from the Creative Cities Summit-an un-conference at the Carnegie Center this Saturday or you can go to nowwhatlexington.org for more information about moving forward.

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

CM Gorton-Stated that she appreciated Comm. Taylor's creativity and that she will miss her.

CM Myers-Thanked Comm. Taylor; Gainesway NA meeting tonight at 7 pm at Apartment at Gainesway Golf Course; Tatesbrook NA will be having a Mayoral debate at 4/26/10 at 6 pm.

CM James-MLK NA meeting tonight at Episcopal Diocese at 7 pm; Legacy Trail Art on display 7-9 pm tonight at Downtown Arts Center; there was a meeting last night on behalf of Loudon Ave NA for Meadows/Northland/Arlington Phase 2 E-for more information, please call 258-3216; thanked everyone who participated in March to the Mailbox for the census; thanked Comm. Taylor for her service; commented that she was bombarded with criticism from asking questions about item I.

CM Martin-Announced that tonight at 6:30 pm Beaumont Residential Assoc will meet at Beaumont Farms Apt. Clubhouse; Farmer's Market will start

soon in front of Slone's Market on Southland Dr; this Thursday from 6-8 pm Lafayette Orchestra will have an Eco concert; gave shout out to Anthony Wright for being able to have the Creative Cities Summit here in Lexington; thanked Comm. Taylor for her service.

CM Stinnett-Reminded the CMs that they are now the Committee of the Whole for the budget meetings and that Thursday, April 16th is their 1st official meeting and it is considered a Council Meeting; also stated that at the 4/27/10 COW budget meeting, they will be going over the 2009 audit that was received and the net profit license fee issue.

VIII. Mayor's Report-None

Mayor Newberry welcomed his wife to today's meeting.

IX. Public Comment-Issues not on the agenda-None

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

Work session was adjourned at 4:15 pm.

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| **JOURNAL** | 41855 | **DIVISION** | Law | **Fund Name** | General Fund |
| | | | | **Fund Impact** | 6,000.00 |
| | | | | | 6,000.00CR |
| | | | | | .00* |

To provide funds to continue paying Law Clerk by reducing funds for repairs.

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| **JOURNAL** | 42124 | **DIVISION** | Special Programs | **Fund Name** | General Fund |
| | | | | **Fund Impact** | 6,500.00 |
| | | | | | 6,500.00CR |
| | | | | | .00* |

To reduce operating and establish a transfer to Capital Projects for Cheapside Park additional electric.

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| **JOURNAL** | 42122-23 | **DIVISION** | Streets, Roads, and Forestry | **Fund Name** | Bond Projects |
| | | | | **Fund Impact** | 6,500.00 |
| | | | | | 6,500.00CR |
| | | | | | .00* |

To recognize transfer from general fund and increase expense account for Cheapside Park Project (electric).

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|---|---|---|---|---|---|
| **JOURNAL** | 42179-80 | **DIVISION** | Purchase of Development Rights | **Fund Name** | General Fund |
| | | | | **Fund Impact** | 1,000.00 |
| | | | | | 1,000.00CR |
| | | | | | .00* |

To provide funds for professional services by recognizing a citizen contribution to the Fayette County Rural Land Management Board, Inc.

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|---|---|---|---|---|---|
| **JOURNAL** | 42181 | **DIVISION** | Budgeting | **Fund Name** | General Fund |
| | | | | **Fund Impact** | 9,900.00 |
| | | | | | 9,900.00CR |
| | | | | | .00* |

To provide funds for contract employee for the remainder of the fiscal year.

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|---|---|---|---|---|---|
| **JOURNAL** | 42186-87 | **DIVISION** | Traffic Engineering | **Fund Name** | General Fund |
| | | | | **Fund Impact** | 1,979.00 |
| | | | | | 1,979.00CR |
| | | | | | .00* |

To provide funding for loop installation at various intersections by recognizing revenues.

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|---|---|---|---|---|---|
| **JOURNAL** | 42171-72 | **DIVISION** | Special Programs | **Fund Name** | Donation Fund |
| | | | | **Fund Impact** | 9,775.00 |
| | | | | | 9,775.00CR |
| | | | | | .00* |

To provide funds for 2010 4th of July operating expenses by recognizing revenues for this purpose.

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|---|---|---|---|---|---|
| **JOURNAL** | 42173-74 | **DIVISION** | Special Programs | **Fund Name** | Donation Fund |
| | | | | **Fund Impact** | 2,200.00 |
| | | | | | 2,200.00CR |
| | | | | | .00* |

To provide funds for Sweet 16 expenses by recognizing revenues received for this purpose.

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| **JOURNAL** | 41850 | **DIVISION** | Public Works | **Fund Name** | 2009 Bond Projects |
| | | | | **Fund Impact** | 23,797.55 |
| | | | | | 23,797.55CR |
| | | | | | .00* |

To reallocate balance funds from purchase of boom truck to purchase equipment for Public works.

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| **JOURNAL** | 42044 | **DIVISION** | Facilities & Fleet Management | **Fund Name** | Bond Projects |
| | | | | **Fund Impact** | 9,098.00 |
| | | | | | 9,098.00CR |
| | | | | | .00* |

To provide funds to purchase a Bobcat Track Loader for Streets & Roads.

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| **JOURNAL** | 42046 | **DIVISION** | Facilities & Fleet Management | **Fund Name** | Bond Projects |
| | | | | **Fund Impact** | 3,598.00 |
| | | | | | 3,598.00CR |
| | | | | | .00* |

To provide funds to purchase a 14,000 pound capacity trailer to replace a 1977 flatbed trailer, which has been redlined.

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| **JOURNAL** | 42050 | **DIVISION** | Community Development | **Fund Name** | US Dept Of Justice |
| | | | | **Fund Impact** | 65,687.88 |
| | | | | | 65,687.88CR |
| | | | | | .0* |

To amend Street Sales to reduce the contractual amount for the Commonwealth Attorney's Office and to provide for these funds to be used for Police Overtime in special investigations.

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| **JOURNAL** | 42133 | **DIVISION** | Community Development | **Fund Name** | US Dept Homeland Sec |
| | | | | **Fund Impact** | 18,032.81 |
| | | | | | 18,032.81CR |
| | | | | | .00* |

To budget additional federal funds for purchase of medical ambulance bus from MMRS and to correct overage in computer account.

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| **JOURNAL** | 42175 | **DIVISION** | Water Quality | **Fund Name** | 2009 Bond Projects |
| | | | | **Fund Impact** | 13,601.33CR |
| | | | | | 13,601.33CR* |

To transfer funds to Division of Water Quality from the bond fund.

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| **JOURNAL** | 42177 | **DIVISION** | Water Quality | **Fund Name** | 2009 Bond Projects |
| | | | | **Fund Impact** | 57,687.67CR |
| | | | | | 57,687.67CR* |

To transfer budget from Bond funds to Grant funds to cover expenses.

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| **JOURNAL** | 41749 | **DIVISION** | Community Development | **Fund Name** | US EPA |
| | | | | **Fund Impact** | 57,687.67 |
| | | | | | 57,687.67* |

To recognize a transfer from bond fund to the McConnell Springs grant to match expenses.

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| **JOURNAL** | 41853 | **DIVISION** | Water Quality | **Fund Name** | Water Quality Fund |
| | | | | **Fund Impact** | 13,601.33 |
| | | | | | 13,601.33* |

To recognize a transfer from the bond fund to the Division of Water Quality.

**BUDGET AMENDMENT REQUEST SUMMARY**

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|---|---|---|---|
| Fund | 1101 | General Service District Fund | .00 |
| Fund | 1103 | Donation Fund | .00 |
| Fund | 2518 | 2009 Bond Fund | 71,289.00CR |
| Fund | 2600 | Bond Project Fund | .00 |
| Fund | 3140 | US Department of Justice | .00 |
| Fund | 3170 | US Environmental Protection Agency | 57,687.67 |
| Fund | 3200 | US Department of Homeland Security | .00 |
| Fund | 4051 | Water Quality Management Fund | 13,601.33 |

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE AND ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

**Budget Journal** 42050

**Requesting Division** Community Development--3079

**Fund Name** US Department of Justice

**Fund Number** 3140

**Contact for Additional Information** Irene Gooding--3079

**Description**

This budget amendment provides for a reduction in account 71101 (Outside Agencies) in the amount of $25,203. This reduction is to the contract with the Fayette County Commonwealth Attorney's Office. This agency was funded for a full-time assistant prosecutor for the period of July 1, 2009 through June 30, 2010; however the position was vacant for a six-month period. An amendment to the agreement is in process to reduce the amount allocated to the Commonwealth Attorney. These funds are being rebudgeted in Police Overtime (63155) for use by the Division of Police for special investigations.

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE AND ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

**Budget Journal** 42133

**Requesting Division** Community Development--3079

**Fund Name** US Department of Homeland Security

**Fund Number** 3200

**Contact for Additional Information** Irene Gooding--3079

**Description**

Budget Amendment reduces Account # 96201 (Computer Equipment) by $18, 032.81. Account # 96203 (Desktops and Laptops) is increased in the amount of $2,402.81 to eliminate negative balance in the account. Account 96966 (Bus) is increased in the amount of $15,630 for purchase of Medical Ambulance Bus.

# NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

April 20, 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 | | |
|---|---|---|---|---|---|
| 179-10 | BA 2892 | Community Development | To establish grant budget for Summer Food Service 2010. | | |
| A | | | | 3100 | 212,585 |
| | | | | 3100 | 212,585CR |
| | | | | | 0* |
| 182-10 | BA 2904 | Community Development | To establish grant budget for High Intensity Drug Trafficking Area Project – FY 2010. | | |
| J | | | | 3140 | 2,000 |
| | | | | 3140 | 2,000CR |
| | | | | | 0* |
| 183-10 | BA 2903 | Community Development | To establish grant budget for Bluegrass Community Foundation Project – FY 2010. | | |
| K | | | | 3300 | 525,000 |
| | | | | 3300 | 525,000CR |
| | | | | | 0* |
| 191-10 | BA 2907 | Community Development | To establish grant budget for the Coolavin Rail Trail Project – 2010. | | |
| O | | | | 3160 | 150,000 |
| | | | | 3160 | 150,000CR |
| | | | | | 0* |
| 191-10 | BA 2908 | Community Development | To establish grant match for the Coolavin Rail Trail Project – 2010. | | |
| O | | | | 2517 | 75,000 |
| | | | | 2517 | 75,000CR |
| | | | | | 0* |
| 193-10 | BA 2916 | Community Development | To establish grant budget for the Chemical Stockpile Emergency Preparedness Program– 2010. | | |
| M | | | | 3200 | 595,000 |
| | | | | 3200 | 595,600CR |
| | | | | | 0* |

## EFFECT ON FUND BALANCES

| | | | |
|---|---|---|---|
| **FUND 2517** | **0*** | **NO IMPACT TO:** | **2008 BOND PROJECTS FUND** |
| **FUND 3100** | **0*** | **NO IMPACT TO:** | **US DEPARTMENT OF AGRICULTURE** |
| **FUND 3140** | **0*** | **NO IMPACT TO:** | **US DEPARTMENT OF JUSTICE** |
| **FUND 3160** | **0*** | **NO IMPACT TO:** | **US DEPARTMENT OF TRANSPORTATION** |
| **FUND 3200** | **0*** | **NO IMPACT TO:** | **US DEPARTMENT OF HEALTH & HUMAN SVCS** |
| **FUND 3300** | **0*** | **NO IMPACT TO:** | **GRANTS - STATE** |

# Budget Information For New Business Items

April 20, 2010 Work Session



| Item | Number | Amount | Fund | Name / Description |
|---|---|---|---|---|
| A | 179-10 | 212,585 | 3100 | US Department of Agriculture<br>Budget Journal |
| B | 180-10 | NA | | |
| C | 176-10 | | | Budgeted |
| D | 181-10 | NA | | |
| E | 188-10 | NA | | |
| F | 196-10 | 60,000 | 3120 | US Department of Housing & Urban Development |
| G | 177-10 | NA | | |
| H | 194-10 | NA | | |
| I | 178-10 | NA | | |
| J | 182-10 | 2,000 | 3140 | US Dept of Justice<br>Budget Journal |
| K | 183-10 | 525,000 | 3300 | Grants - Other<br>Budget Journal |
| L | 192-10 | NA | | |
| M | 193-10 | 595,600 | 3200 | US Department of Homeland Security<br>Budget Journal |
| N | 195-10 | NA | | |
| O | 191-10 | 150,000 | 3160 | US Department of Transportation<br>Budget Journal |
| P | 184-10 | NA | | |
| Q | 185-10 | NA | | |
| R | 186-10 | NA | | |
| S | 187-10 | NA | | |
| T | 189-10 | 113,887.50 | 3210 | U. S. Department of Energy |
| U | 190-10 | 225,000 | 3210 | U. S. Department of Energy |

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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: APRIL 6, 2010

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION, AND ACCEPT AWARD IF OFFERED, TO THE KENTUCKY DEPARTMENT OF EDUCATION FOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM AND TO EXECUTE AGREEMENT WITH THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, FOR THE PREPARATION AND DELIVERY OF MEALS - FY 2010

---

An application has been prepared for submission to the Kentucky Department of Education, Division of School and Community Nutrition, requesting federal funds from the U.S. Department of Agriculture for operation of the Summer Food Service Program for 2010. The Summer Food Service Program provides lunch on a daily basis during the summer in low-income neighborhoods for children from birth through the age of 18. The purpose of the program is to provide for a minimum level of nutritional support for children during the summer months.

This program will operate at approximately 40 sites in low-income neighborhoods. The rate of reimbursement for 2010 is $3.1950 per lunch, $.7450 per supplement, and $1.8125 per breakfast. The 2010 budget for this program is based upon approximately 38,000 reimbursable lunches, 10,000 reimbursable breakfasts, and 10,000 reimbursable snacks being served throughout the eight-week period of program operation. Based upon this level of activity, $146,985 in federal funds will be received. While no match is required, $65,600 has been budgeted in the General Fund (Fiscal Year 2010) for operation of this program.

Programs that participate in the Summer Food Service Program include eligible summer school sites, Extended School Program sites, open park sites operated by the Division of Parks and Recreation, camps operated by the Division of Parks and Recreation, and other organized summer programs for children operated by public and private nonprofit groups at eligible sites in the community.

The School Food Services program in the Fayette County Public Schools has agreed to prepare and deliver lunches at a cost of $2.56 each. Breakfast that will be provided at a cost of $1.58 and a snack will be provided at a cost of $.68. Breakfasts, lunches, and snacks are ordered on a daily basis, and the government only pays for the food actually ordered and accepted at the various sites.

179-10



Federal regulations provide for School Food Authorities to serve as vendors for Summer Food Service Programs without the need for a formal bidding process. The only requirement is that the school and the sponsor (LFUCG) be able to negotiate an acceptable price.

Funds are in process of being budgeted for the following expenses related to this Agreement:

| FUND | DID | SECT | ACCOUNT | ACTIVITY | PROJECT | BUD REF | AMOUNT |
|---|---|---|---|---|---|---|---|
| 3100 | 707604 | 7254 | 75102 | FED GRANT | SUM LUNCH 2010 | 2010 | 11,240 |
| 3100 | 160201 | 0001 | 75102 | FED GRANT | SUM LUNCH 2010 | 2010 | 108,640 |

Council authorization to submit the application, to accept the award if offered, and to execute Agreement with Board of Education of Fayette County, Kentucky, is hereby requested.

Paula King, Director

Xc: Kimra Cole, Commissioner of General Services

Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

**M E M O R A N D U M**

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

FROM: Jerry Hancock

RE: Concession Contracts

DATE: April 7, 2010

This is a request for approval of Concession contracts between various youth baseball franchise leagues. We are requesting your signature on each copy of the Concession Contracts.

The concession agreements allow the leagues the rights and privileges to operate a concession stand at the various parks during the spring baseball season.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

**TO:** Jim Newberry, Mayor
Joe Kelly, Senior Advisor
Council Member's

**FROM:** Leslie Jarvis, Acting Director
Division of Human Resources

**DATE:** April 6, 2010

**RE:** **Approval of Agreements and Amendments with Humana Insurance Company (HIC)**

Request Council approval for the execution of Claims Payment Agreements regarding Platinum PPO, Gold PPO and Silver HDHP to authorize and grant HIC to process and make payments on behalf of participants and their covered dependents in the health insurance plans; authorize an amendment to the Plan Management Agreement that was effective on January 1, 2008, regarding Articles III, V, VII, XI and XII, Exhibits C (Clinic Program Services) and F (Schedule of Fees); and authorize an Amendment No. 2 to Group Stop-Loss Policy that supersedes and is to be substituted for any previously existing schedule to the policy of the same or similar designation. The agreements and amendments are effective from January 1, 2010 through December 31, 2010.

Funds are budgeted.

If you have questions or need additional information, please contact Daniel H. Fischer at 258-3030.

Attachments
DF/

cc: Darrylyn Combs, Human Resources Manager Sr., Division of Human Resources
Jim Dodson, Human Resources Analyst, Division of Human Resources

10-0056

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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:** Leslie F. Jarvis
Leslie Jarvis, Acting Director
Division of Human Resources

**DATE:** April 9, 2010

**SUBJECT:** **Error Correction— Amend Ordinance No. 54-2010**

The attached action amends Section 1 of Ordinance No. 54-2010, correcting one typographical error.

Section 1 currently reads: *That the following subsection line numbers of Section 21-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

*350.02 1 112 118E Administrative Officer*

Section 1 should be amended to read: *That the following subsection line numbers of Section 21-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

*650.02 1 112 118E Administrative Officer*

There is no fiscal impact associated with this action.

If you have questions or need additional information, please contact Daniel H. Fischer at 258-3030.

Attachment

cc: Darrylyn Combs, Human Resources Manager, Division of Human Resources
Jim Dodson, Human Resources Analyst, Division of Human Resources

Log # 10-0058

ORDINANCE NO. 54-2010

AN ORDINANCE AMENDING SECTION 21-5(2) OF THE CODE OF ORDINANCES, CREATING ONE (1) POSITION OF ADMINISTRATIVE OFFICER, GRADE 118E IN THE DIVISION OF YOUTH SERVICES EFFECTIVE RETROACTIVE TO JUNE 22, 2009.

---

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

Section 1 – That the following subsection line number of Section 21-5(2) of the Code of Ordinances be and hereby is created to read as follows:

350.02 1 112 118E Administrative Officer

Section 2 - That this Ordinance shall become effective retroactive to June 22, 2009.

PASSED URBAN COUNTY COUNCIL: April 8, 2010

/s/ Jim Newberry
MAYOR

ATTEST:

/s/ Susan Lamb
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

GHG X:\Cases\HR\10-LE0029\LEG\00243685.DOC

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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:** Leslie Jarvis, Acting Director
Division of Human Resources

**DATE:** April 13, 2010

**SUBJECT:** **Error Correction— Amend Resolution Number 788-2009**

The attached action amends Sections 1 of Resolution No. 788-2009, correcting one clerical error.

Section 1 currently reads: *That the following probationary civil service appointments made by the Mayor, be and hereby are ratified:*

*Tonia Walters, Staff Assistant Sr., Grade 108N, $13.130 hourly, in the Division of Facilities & Fleet Management, effective December 7, 2009.*

Section 1 should be amended to read: *That the following probationary civil service appointments made by the Mayor, be and hereby are ratified:*

*Tonia Walters, Staff Assistant Sr., Grade 108N, $13.130 hourly, in the Division of Building Inspection, effective December 7, 2009.*

There is no fiscal impact associated with this action.

If you have questions or need additional information, please contact Daniel H. Fischer at 258-3030.

Attachment

cc: Darrylyn Combs, Human Resources Manager, Division of Human Resources
Jim Dodson, Human Resources Analyst, Division of Human Resources

Log # 10-0059

RESOLUTION NO. 788 - 2009

A RESOLUTION RATIFYING THE PROBATIONARY CIVIL SERVICE APPOINTMENTS OF: TAMMI HUDSON, OPERATIONS MANAGER, GRADE 116E, $2,292.72 BI-WEEKLY, IN THE DIVISION OF WASTE MANAGEMENT, EFFECTIVE DECEMBER 7, 2009; MITCHELL KISSICK, INTERNAL AUDITOR, GRADE 118E, $1,899.92 BI-WEEKLY, IN THE OFFICE OF INTERNAL AUDIT, EFFECTIVE DECEMBER 7, 2009; JAMES QUINN, INTERNAL AUDITOR, GRADE 118E, $2,760.32 BI-WEEKLY, IN THE OFFICE OF INTERNAL AUDIT, EFFECTIVE DECEMBER 7, 2009; JEFFREY CRAVENS, OPERATIONS MANAGER, GRADE 116E, $2,000.00 BI-WEEKLY, IN THE DIVISION OF WASTE MANAGEMENT, EFFECTIVE DECEMBER 7, 2009; DAVID ADAMOVICH, TREATMENT PLANT OPERATOR/APPRENTICE, GRADE 113N, $15.074 HOURLY, IN THE DIVISION OF WATER QUALITY, EFFECTIVE DECEMBER 7, 2009; DAVID BRAZELTON, TRADES WORKER SR., GRADE 109N, $17.472 HOURLY, IN THE DIVISION OF STREETS, ROADS & FORESTRY, EFFECTIVE DECEMBER 7, 2009; TONIA WALTERS, STAFF ASSISTANT SR., GRADE 108N, $13.130 HOURLY, IN THE DIVISION OF FACILITIES & FLEET MANAGEMENT, EFFECTIVE DECEMBER 7, 2009; APPROVING THE UNCLASSIFIED CIVIL SERVICE APPOINTMENT OF: BARBARA STIEFEL, STAFF ASSISTANT SR., GRADE 108N, $12.500 HOURLY, IN THE DIVISION OF WATER QUALITY, EFFECTIVE NOVEMBER 23, 2009.

---

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

Section 1 – That the following probationary civil service appointments made by the Mayor, be and hereby are ratified:

Tammi Hudson, Operations Manager, Grade 116E, $2,292.72 bi-weekly, in the Division of Waste Management, effective December 7, 2009.

Mitchell Kissick, Internal Auditor, Grade 118E, $1,899.92 bi-weekly, in the Office of Internal Audit, effective December 7, 2009.

James Quinn, Internal Auditor, Grade 118E, $2,760.32 bi-weekly, in the Office of Internal Audit, effective December 7, 2009.

Jeffrey Cravens, Operations Manager, Grade 116E, $2,000.00 bi-weekly, in the Division of Waste Management, effective December 7, 2009.

David Adamovich, Treatment Plant Operator/Apprentice, Grade 113N, $15.074 hourly, in the Division of Water Quality, effective December 7, 2009.

David Brazelton, Trades Worker Sr., Grade 109N, $17.472 hourly, in the Division of Streets, Roads & Forestry, effective December 7, 2009.

Tonia Walters, Staff Assistant Sr., Grade 108N, $13.130 hourly, in the Division of Facilities & Fleet Management, effective December 7, 2009.

Section 2 - That the following Unclassified Civil Service Appointment made by the Mayor be and hereby is ratified:

Barbara Stiefel, Staff Assistant Sr., Grade 108N, $12.500 hourly, in the Division of Water Quality, effective November 23, 2009.

Section 3 - That these personnel actions shall become effective on the date described in each item.

PASSED URBAN COUNTY COUNCIL: December 8, 2009

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 17, 2009-1t
X:\Cases\HR\09-LE0027\LEG\00238587.DOC

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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:** **APRIL 12, 2010**

**SUBJECT:** **REQUEST COUNCIL AUTHORIZATION TO EXECUTE SEVENTH CONTRACT AMENDMENT WITH AMERINATIONAL COMMUNITY SERVICES, INC. FOR LOAN SERVICING FOR THE HOME AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION AND HOMEOWNERSHIP PROGRAMS**

---

The Division of Community Development recommends the execution of a seventh contract amendment to extend the contract period with AmeriNational Community Services, Inc. for loan servicing for the HOME and CDBG housing rehabilitation and homeownership programs. The original contract was entered into on August 29, 2002. This amendment extends the contract through June 30, 2012 and adds an additional $60,000 to the contract.

The contract fees remain the same as last year at $30 per loan for the initial set-up and $9.35 per loan per month fee for servicing the loans. The government currently maintains a portfolio of approximately 336 loans. The contractor will be responsible for maintaining each individual account and all related tasks, such as escrowing for taxes and insurance as applicable, paying property taxes, paying insurance premiums, providing year-end tax data and 1098's, etc.

Sufficient funds will be budgeted in fund 3120-160201-0001-71299, Projects CDBG_2011, CDBG_2012, HOME_2010 and HOME_2012. Council authorization to execute the amendment is requested.

Paula King
Director

XC: Linda Rumpke, Commissioner of Finance and Administration

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Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Jim Newberry
Mayor

# MEMORANDUM

TO: Jim Newberry, Mayor
Council Members

FROM: Krista A. Greathouse, World Equestrian Games Liaison KG

DATE: April 9, 2010

SUBJECT: Spotlight Lexington Credit Card Transactions

Attached is a contract for a Merchant Services Account with Direct Connect to allow for remote credit card processing of Spotlight Lexington commemorative print and pin purchases. This contract replicates the agreement approved by council in November 2009 for utilization by the Division of Parks and Recreation.

Should you have any questions, please do not hesitate to contact me at Ext. 3121. Thank you for your assistance.

# MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 5)

Direct Connect

## COMPLETE SECTIONS (1-9)

Merchant #: _____ 177-10 Loc. 1 of 29

DCWF1109_PG

## (1) TELL US ABOUT YOUR BUSINESS

DCWF1109_MPA

**Client's Business Name (Doing Business As):** Spotlight Lexington

**Business Address:** 200 East Main Street

**City:** Lexington **State:** KY **Zip:** 40507

**Location Phone #:** (859) 258-3100 **Location Fax #:**

**Business E-mail Address:**

**Business Website Address:**

**Send Retrieval Requests / Fax Type to:** ☒ Business Address ☐ Fax #

**Client's Corporate/Legal Name (Use Also For Headquarter's Information):** Special Events Commisision of LFUCG

**Billing Address (If Different Than Location Address):** 200 East Main Street

**City:** Lexington **State:** KY **Zip:** 40507

**Contact Name:** Krista Gratehouse

**Contact Phone #:** (859) 285-8214 **Contact Fax #:** (859) 258-3879

**Contact E-mail Address:** kgreathouse@lexingtonky.gov

**SIC/MCC:**

## (2) MC / VISA / DISCOVER NETWORK FULL SERVICE

**Your Total Cash and Credit Sales (For All Outlets)** $ _____,000

**Total Annual MC/Visa Volume: (For All Outlets)** $ 100,000

**Total Annual Discover Network Volume: (For All Outlets)** $ 10,000

**Estimated MC/Visa Average Ticket/Sales Amount:** $ 25

**Estimated Discover Network Average Ticket for this Outlet:** $ 25

**Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only)** $ _____,000

**Est. Discover Network Annual Sales Volume for this Outlet: (For Multiple Outlets Only)** $ _____,000

## (3) ENTITLEMENTS

☑ MC/Visa ☑ Discover Network Full Processing **Signed Annual Check Sales Volume:** $ _____,000 **Average Check Ticket:** $ _____

☐ Traditional TeleCheck (20) ☐ ECA ☐ Paper Warranty ☐ Verification ☐ License # *or* MICR: _____

☐ Voyager Fleet* *or* Existing Voyager Acct #: _____ Annual Voyager Vol.: $ _____ ☐ MC Fleet ☐ Wright Express *or* Existing WEX Acct #: _____

*Tax exempt Voyager Cards accepted: ☐ Yes ☐ No

☐ Non-Lic. JCB (EDC) _____ *(Existing Account #)*

☐ American Express *(Existing SE #)* _____ *or* ☒ ESA # *(New Request)*

American Express Cap # _____ Franchise Name: _____ Other: _____ **Check one:** ☐ Split Dial ☒ EDC **SE #:** _____

☐ Debit Package 8 4 0 7 2 0 5 7 ☐ EBT FNS # (XREF): _____

## (4) PROVIDE MORE BUSINESS DATA

**State Incorp.** K Y **Month/Yr. Started:** _____ ☐ Sole Ownership ☐ Partnership ☐ Non Profit/Tax Exempt ☐ Public Corp. ☒ Private Corp. ☐ L.L.C. ☐ Gov't

**Check one: TIN Type:** ☒ EIN (Fed Tax ID #) ☐ SSN **TIN ID #:** 61-0858140 **Mag Swipe** 100 % + **Keyed Manually** 0 % = 100%

**Product/Services You Sell:** retail

**POS Card Present** *(MAG Swipe and/or Manual Imprint)* 100 % + **Mail Order/Direct Marketing** 0 % + **Phone Order** 0 % + **Internet** 0 % = 100%

**Do you use any third party to store, process or transmit cardholder data?** ☐ Yes ☒ No *(Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)*

**If yes, give name/address:**

**Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests:**

**D&B #:** _____ **No. of Employees:** _____

## (5) DESCRIBE EQUIPMENT DETAILS

Network: ☐ (205) CARD*net*® ☒ ( ) Nashville ☐ ( ) BuyPass ☐ Other **Specify Security Code:** ( )

| Customer-Owned Lease (circle one) | QTY | IP | Equipment Type (i.e. Terminal/VAR/Internet) | Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr | Model Code and Name | For Customer-Owned Equipment Track / Version / Serial # |
|---|---|---|---|---|---|---|
| ☒ L | 1 | ☐ | Terminal | ☒ Re MOTO/I L S C QSR P | FD400 wireless | |
| C L | | ☐ | | R Re MOTO/I L S C QSR P | | |
| C L | | ☐ | | R Re MOTO/I L S C QSR P | | |

**NOTE: Any Special Instructions must be included on About Merchant's Business Page.**

Merchant #: _____ 177-10 Loc. 1 of _____

DCWF1109_PG2 | (5) DESCRIBE EQUIPMENT DETAILS (cont'd) | DCWF1109_MPA

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Wireless Provider: ☒ GPRS Cingular *or* ☐ Other: _____

*Check one:* ☐ Gateway Solutions ☒ Dial Solutions ☐ YourPay ☐ EFSNET*** ☐ VSAT**** ☐ Frame ☐ Other: _____ ☐ IC Verify Serial # _____

VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)

**NOTE:** ***EFSNET Technical Contact: Name _____ E-Mail _____ Phone _____

****Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

**LEASE COMPANY: (04) First Data Global Leasing** **Lease Term: _____ Months** **Annual Tax Handling Fee: $10.20**

**Monthly Lease Charge for This Location: $_____ w/o taxes, late fees, or other charges that may apply. **See Multiple Locations form for the Monthly Lease Charge for each individual location.* See Lease Agreement for details. This is a NON-CANCELABLE lease for the full term indicated.**

## (6) PROVIDE YOUR OWNER INFORMATION

| Owner/Partner/Officer Name: | D.O.B: | Social Security #: | Home Phone: | % of Ownership: |
|---|---|---|---|---|
| Krista Greathouse | | | | |
| **Home Address:** | | **City:** | **State:** | **Zip:** |
| | | | | |
| **Owner/Partner/Officer Name:** | **D.O.B:** | **Social Security #:** | **Home Phone:** | **% of Ownership:** |
| | | | | |
| **Home Address:** | | **City:** | **State:** | **Zip:** |
| | | | | |

## (7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE

### Start-Up Fees *(One-Time Charge)*

**Non-Taxable Fees:**

Application Fee *(Non-Refundable)* (247) $_____
Reprogramming Fee (31A) $_____
Debit Set-up Fee (31B) $_____
Misc. Fee (31J) $_____
Other: _____ ( ) $_____
Total Amount $_____ *w/o tax*

### Billed Monthly Fees *(If Applicable)*

Service Fee (339) $_____
ACH Reject Fee (401) $ 20.00
Minimum Processing Fee (950) $ 20.00
Wireless Access Fee (399)
FEE PER TID # OF TIDs TOTAL
$_____ x _____ = $_____
ClientLine® (32R) $_____
Paper Statement Fee (323) $ 10.00
Other: _____ $_____
Supplies: _____

### Billed Annual Fees

Compliance Service Fee *(November)* (32I) $_____
Annual Membership Fee (294) $_____

### Non-Internet Authorization Fees

MC Non-Internet Auth Fee (030, 031, 032, 033, 034, 03V, 03W, 03X) $ 0.16
Visa Non-Internet Auth Fee (040, 041, 042, 043, 044, 04V, 03W, 03X) $ 0.16
Discover Network Non-Internet Auth Fee (070, 071, 072, 073, 074, 07V, 07W, 07X) $ 0.16
Amex Non-Internet Auth Fee (060, 061, 062, 063, 064, 06V, 06W, 06X) $ 0.16
JCB Non-Internet Auth Fee (080, 081, 082, 083, 084, 08V, 08W, 08X) $ 0.16

### Internet

**Start-Up Fees**

YourPay Set-up Fee (31X)
FEE PER TID # OF TIDs TOTAL
$_____ x _____ = $_____
Internet Set-up Fee (30R)
FEE PER TID # OF TIDs TOTAL
$_____ x _____ = $_____

**Billed Monthly Fees**

YourPay (31Z)
FEE PER TID # OF TIDs TOTAL
$_____ x _____ = $_____
Internet Service Fee (394)
FEE PER TID # OF TIDs TOTAL
$_____ x _____ = $_____

**Internet Authorization Fees**

Internet/YourPay MC, V, Amex, Dis, JCB (03R, 04R, 06I, 07I, 08D, 435) $_____

### BuyPass Fees

Datawire Micronode ☐ Yes ☐ No
Datawire Micronode 960-AS Monthly Fee (354) $_____ *(each)*

**Authorization Fees**

Voyager (0D0, 0D1, 0DV) $_____
WEX (0B0, 0B1, 0BV) $_____

**Other Payment Fees**

**Voyager:**

Sales Discount Rate (844) _____%
Credit Discount Rate (845) _____%

### TeleCheck

**TeleCheck Rates & Fees:** ☐ Yes ☐ No

Inquiry Rate _____%
December Risk Surcharge .10 %
Per TXN Fee $_____
Monthly Minimum Fee *(Per Location)* $ 25.00
ACH Processing Fee $ 5.00
Client Requested Operator Call (CROC) $ 2.50
ECA Chargeback Fee $ 5.00
*(Only charged when entitled with TeleCheck)*

### Other Fees

Early Termination Fee $_____
Chargeback Fee (205, 725) $ 20.00
Retrieval Fee (262) $ 5.00
Amer. Express Sales Trans. Fee (013) $ 0.15
JCB Auth Fee (10M) $_____
MC Cross Border Fee USD (605) .45 %
Visa International Service Fee (22A) .45 %
MC/Visa/Discover Network Voice AVS (10B, 10E, 10K) $ 0.95
EBT Cash (18E, 18I, 02X, 18H) $_____
EBT Food Stamps $_____
AVS (405, 406, 407, 408) $_____
Discover Network AVS (07A, 07B, 07C, 079) $ 0.05
Batch Settlement Fee (227) $_____
Other: Nabu/APF $ 0.02



Client Initials _____

DBA Name: Spotlight Lexington Pricing Type: 177-10 Loc. 1 of 31

## Discount Fees *(Based On Gross Sales Volume)*

**Accept all MasterCard, Visa and Discover Network Transactions** *(presumed, unless any selections below are checked)*

**MasterCard Acceptance**
- ☐ Accept MC Credit transactions only
- ☐ Accept MC Non-PIN Debit transactions only

**Visa Acceptance**
- ☐ Accept Visa Credit transactions only
- ☐ Accept Visa Non-PIN Debit transactions only

**Discover Network Acceptance**
- ☐ Accept Discover Network Credit transactions only
- ☐ Accept Discover Network Non-PIN Debit transactions only

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

**Tiered Pricing:** *(Select One)*

| | Discount Fee | Transaction Fee | | Discount Fee | Transaction Fee |
|---|---|---|---|---|---|
| MC Qualified Credit | (800) % | (001, 002) $ | Visa Qual Debit | (854) % | (134, 135) $ |
| MC Mid- Qualified Credit | (810) % | (611, 612) $ | Visa Mid- Qualified Debit | (874) % | (144, 145) $ |
| MC Non- Qualified Credit | (820) % | (621, 622) $ | Visa Non- Qualified Debit | (864) % | (154, 155) $ |
| MC Qualified Debit | (850) % | (130, 131) $ | Discover Network Qual Credit | (170) % | (015, 016) $ |
| MC Mid- Qualified Debit | (870) % | (140, 141) $ | Discover Network Mid-Qual Credit | (990) % | (717, 718) $ |
| MC Non- Qualified Debit | (880) % | (150, 151) $ | Discover Network Non-Qual Credit | (994) % | (721, 722) $ |
| Visa Qualified Credit | (804) % | (005, 006) $ | Discover Network Qual Debit | (964) % | (787, 788) $ |
| Visa Mid- Qualified Credit | (814) % | (615, 616) $ | Discover Network Mid-Qual Debit | (968) % | (791, 792) $ |
| Visa Non- Qualified Credit | (824) % | (625, 626) $ | Discover Network Non-Qual Debit | (978) % | (795, 796) $ |

**Flat Rate**

| | | Discount | | | Discount | | | Discount |
|---|---|---|---|---|---|---|---|---|
| MC Qualified Credit | (800) | % | Visa Qualified Credit | (804) | % | Discover Network Qualified Credit | (170) | % |
| MC Qualified Debit | (850) | % | Visa Qualified Debit | (854) | % | Discover Network Qualified Debit | (964) | % |

☐ Dues and Assessments (273, 274, 6AC) $

**Non-Qualified Surcharge Fee** *(excluding interchange pass-through fees, see Section 18.1)*
Applies to Non-qualified MC, Visa & Discover Network Credit and/or Non-PIN Debit Transactions. (30D, 20B) %

☒ **Pass Through Interchange — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard (563), Visa (553), or Discover Network (529) plus a MasterCard Assessment Fee (273) of .0950%, a Visa Assessment Fee (274) of .0925%, or a Discover Network Assessment Fee (6AC) of .0925%, plus any other fees indicated on this Service Fee Schedule.**

| Other Item Rate (001, 005, 015) $ *(per item)* | | Discount *(Based on Gross Sales Vol.)* | | Discount *(Based on Gross Sales Vol.)* | | Discount *(Based on Gross Sales Vol.)* |
|---|---|---|---|---|---|---|
| Other Volume Percent *(Based on Net Vol.)* % | MC Qual Credit (800) | .12 % | Visa Qual Credit (804) | .12 % | Discover Network Qual Credit (170) | .12 % |
| | MC Qual Debit (850) | .12 % | Visa Qual Debit (854) | .12 % | Discover Network Qual Debit (964) | .12 % |

**PIN Debit** *(Must complete only one of the following fees if PIN Debit is selected)*

**Bundled PIN Debit** (191, Key 0-593) $ ***OR*** **Unbundled PIN Debit** (018, Key 0-590, Key 0-593) $ *(plus the applicable network fees)*

**PIN Debit Declined Transaction Fee:** (42R) $

**See Section 36.3 of the Program Guide for early termination fees.**

## (8) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-9), as modified from time to time in accordance with the provisions of this Agreement and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement.

By signing below, each of the undersigned authorizes us to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. It is our policy to obtain certain information in order to verify your identity while processing your account application.

**By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express' Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.**

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

**Client's Business Principal:** *(Please sign below)*

**X Signature**

Print Name Krista Greathouse Date:

Title: ☐ Pres. ☐ V.P. ☐ Member L.L.C. ☐ Owner ☐ Partner ☒ Other: officer

(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank, N.A.

X Signature

## (9) PERSONAL GUARANTY

In exchange for First Data Merchant Services Corporation and Wells Fargo Bank, N.A.'s acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank N.A. and First Data Merchant Services Corporation are relying upon this Guaranty in entering into, as applicable, the Agreement and the Equipment Lease Agreement.

**Signature** *(Please sign below):*

X , an individual

**Signature** *(Please sign below):*

X , an individual

194-10 32

Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Jim Newberry
Mayor

TO: Mayor Jim Newberry
Urban County Council

FROM: Joe Kelly
Senior Advisor for Management

DATE: April 14, 2010

SUBJECT: Turfland Town Center TIF Development Project

On February 18, 2010, The Turfland Development Company, Inc. (TDC), owner and developer of The Turfland Mall made formal application (copy enclosed) to Mayor Newberry and the Lexington-Fayette Urban County Council for creation of an economic development area to be known as the Turfland Town Center Development Area. TDC's application is in accordance with Kentucky's Mixed Use Tax Increment Financing (TIF) statutes. If the Turfland Town Center project is approved by the Council, application will be made to the Kentucky Economic Development Financing Authority for use of incremental state tax revenue (produced by the Turfland Town Center Project) to pay for certain infrastructure costs required for a successful project. The total investment in the Turfland Project is expected to be approximately $119 million.

TDC has fulfilled all requirements for a successful application. The statutorily required public hearing was conducted by the Council on March 25, 2010. We request the Council approve the enabling ordinance and draft participation agreement which will allow Mayor Newberry to forward a completed application package to the State for their consideration. Should the State give preliminary approval to the project, TDC has agreed to pay for the State required independent consultant report and all state administrative fees.

Attachments
1. Proposed Ordinance
2. Turfland Development Company, Inc.

cc: Logan Askew
David Barbarie
Linda Rumpke

ORDINANCE NO. _____

AN ORDINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT MAKING CERTAIN FINDINGS CONCERNING AND ESTABLISHING A DEVELOPMENT AREA FOR ECONOMIC DEVELOPMENT PURPOSES WITHIN THE LEXINGTON-FAYETTE URBAN COUNTY TO BE KNOWN AS THE TURFLAND TOWN CENTER DEVELOPMENT AREA; APPROVING A LOCAL PARTICIPATION AGREEMENT BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND THE DEPARTMENT FINANCE AND ADMINISTRATION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT; ESTABLISHING AN INCREMENTAL TAX SPECIAL FUND FOR PAYMENT OF REDEVELOPMENT ASSISTANCE, APPROVED PUBLIC INFRASTRUCTURE COSTS LAND PREPARATION, DEMOLITION AND CLEARING COSTS, AND FINANCING COSTS; DESIGNATING THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S DEPARTMENT OF FINANCE AND ADMINISTRATION AS THE AGENCY RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION, AND IMPLEMENTATION OF THE DEVELOPMENT AREA; AND AUTHORIZING THE MAYOR AND OTHER OFFICIALS TO TAKE SUCH OTHER APPROPRIATE ACTIONS AS ARE NECESSARY OR REQUIRED IN CONNECTION WITH THE ESTABLISHMENT OF THE DEVELOPMENT AREA.

WHEREAS, the Lexington-Fayette Urban County Government, Commonwealth of Kentucky (the "LFUCG") by virtue of the laws of the Commonwealth of Kentucky (the "State"), Kentucky Revised Statutes, specifically Sections 65.7041 to 65.7083, as may be amended (the "Act"), is authorized to, among other things, (1) establish a development area to encourage reinvestment in and development and reuse of areas of the LFUCG, (2) enter into agreements in connection with the establishment and development of a development area, (3) establish a special fund for deposit of incremental revenues resulting from the development of a development area, and (4) designate an agency to oversee, administer and implement projects within a development area; and

WHEREAS, the LFUCG desires to establish a "development area" as defined in the Act to encourage reinvestment and development within such development area and to pledge a portion of the "incremental revenues" as defined in the Act generated from the development of such development area to the payment of redevelopment assistance, approved public infrastructure costs, land preparation, demolition and clearing costs and/or financing costs within such development area; and

WHEREAS, the LFUCG has identified a contiguous tract of land of previously developed land consisting of not more than three square miles within the LFUCG, specifically described in Exhibit A hereto, that is in need of being redeveloped and which is not reasonably expected to be developed without public assistance; and

WHEREAS, there has been a substantial loss of commercial activity within the Development Area (as hereinafter defined), more than half of the structures within the Development Area are deteriorated or deteriorating, there has been a substantial abandonment of the commercial structures within the Development Area, the Development Area has inadequate public improvements and infrastructure to support new development and the conditions within the Development Area have negatively impacted the growth and development of the Lexington-Fayette Urban County; and

WHEREAS, the LFUCG has determined to establish the Development Area as a development area pursuant to the Act to encourage reinvestment and development within the Development Area; and

WHEREAS, the LFUCG has agreed to support and encourage development within the Development Area by pledging certain Incremental Revenues (hereinafter defined) to the payment of Increment Bonds (hereinafter defined), or to otherwise pay for Redevelopment Assistance, Land Preparation, Demolition and Clearance Costs, and Approved Public Infrastructure Costs (hereinafter defined) if bonds are not issued, under a Local Participation Agreement (hereinafter defined); and

WHEREAS, the LFUCG has prepared and presented a "Development Plan", as defined in the Act, for the consideration and adoption of the LFUCG proposing the redevelopment of the Development Area; and

WHEREAS, the LFUCG pursuant to the Act held a public hearing on March 25, 2010 after giving proper notice concerning the LFUCG's intention to consider the adoption of the Development Plan; and

WHEREAS, the adoption of the Development Plan and the establishment of the Development Area are for a public purpose and that the establishment and creation of the Development Area within the LFUCG is for the benefit and welfare of the LFUCG's citizens; and

WHEREAS, the LFUCG deems it necessary to enact this Ordinance in accordance with the Act and for the purposes set forth and described herein and in the Act.

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

SECTION 1. Definitions.

1.1 The capitalized terms set forth below when used herein shall have the following meanings.

"Act" means Kentucky Revised Statutes, Sections 65.7041 to 65.7083, KRS 154.30-010 to KRS 154.30-090 and KRS 139.515.

"Agency" means the Department of Finance and Administration of the LFUCG.

"Approved Public Infrastructure Costs" shall have the meaning as provided in the Act.

"Development Area" means a contiguous geographic area of previously developed land, located within the geographical boundaries of the LFUCG, which is created for economic development purposes by this Ordinance in which one (1) or more Projects are proposed to be located and consisting of less than 3 square miles, as more specifically described in Exhibit A attached hereto, to be known as the "Turfland Town Center Development Area".

"Development Plan" means the Tax Increment Financing Development Plan for the Turfland Town Center Development Area attached as Exhibit C.

"Establishment Date" means the date that the Development Area is established pursuant to the Act and this Ordinance.

"Financing Costs" shall mean principal, interest, costs of issuance, debt service reserve requirements, underwriting discount, costs of credit enhancement or liquidity instruments, and other costs directly related to the issuance of bonds or debt for Redevelopment Assistance, Land Preparation, Demolition and Clearance Costs and Approved Public Infrastructure Costs.

"Increment Bonds" means bonds or notes issued pursuant to the Act to pay for Redevelopment Assistance, Land Preparation, Demolition and Clearance Costs, Approved Public Infrastructure Costs and Financing Costs, the payment of which Increment Bonds shall be supported solely by Incremental Revenues pledged by the LFUCG and the State.

"Incremental Revenues" means the amount of revenues received by the LFUCG with respect to the Development Area and the State with respect to the Footprint (as defined in the Act) by subtracting Old Revenues (as defined in the Act) from New Revenues (as defined in the Act) in a calendar year, less amounts designated by the LFUCG for the Lexington Public Library District.

"KEDFA" means the Kentucky Economic Development Finance Authority.

"Local Participation Agreement" shall mean the Local Participation Agreement between the LFUCG and the Agency, attached as Exhibit "B" hereto.

"Mixed-Use Project or Program" means the Commonwealth Participation Program for Mixed-Use Redevelopment in Blighted Urban Areas as provided in the Act.

"Pledged Revenues" means that portion of the Incremental Revenues which are pledged by the LFUCG or State, pursuant to the Local Participation Agreement or the Tax Incentive Agreement, to the pay for Redevelopment Assistance, Land Preparation, Demolition and Clearance Costs, and Approved Public Infrastructure Costs and Financing Costs (as those terms are defined in the Act) for the Development Area.

"Project" or "Turfland Town Center Project" means the proposed comprehensive redevelopment project within the Development Area more specifically described in the Development Plan, being undertaken by the Developer, Turfland Development Company, Inc., a Kentucky Corporation.

"Redevelopment Assistance" shall have the meaning as provided in the Act.

"State" means the Commonwealth of Kentucky.

"Tax Incentive Agreement" shall mean the agreement entered into pursuant to KRS 154.30-010 to KRS 154.30-090 and KRS 139.515 of the Act between the Kentucky Economic Development Finance Authority and the Agency or the LFUCG, relating to the Development Area.

1.2 All capitalized terms used herein and not defined above or in the recitals to this Ordinance shall have the meaning as set forth in the Act, as of the effective date of this Ordinance.

SECTION 2. Findings and Determinations. In accordance with the Act, the LFUCG hereby makes the following findings and determinations with respect to the Development Area:

(a) The Development Area consists of a contiguous tract of land that is no more than three (3) square miles. The actual size of the Development Area is 40.2 acres;

(b) The Development Area constitutes previously developed land as required by KRS 65.7034;

(c) The establishment of the Development Area will not cause the assessed taxable value of real property within the Development Area and within all "development areas" and "local development areas" established by the LFUCG (as those terms are defined in the Act) to exceed twenty percent (20%) of the total assessed taxable value of real property within Lexington. The assessed value of taxable real property within the Development Area for calendar year 2009 was $10,464,800. The LFUCG has previously established four other development areas pursuant to the Act, the Phoenix Park/Courthouse Development Area, the Lexington Distillery District Development Area, the Showprop Lexington Development Area and the Red Mile Development Area. The combined real property assessed valuation for those three development areas is $24,942,900 and when combined with the real property assessed value for proposed Development Area, the total real property assessed value for all development areas established by the LFUCG will be approximately $35,407,700. The total assessed value of taxable real property within Lexington for the calendar year 2009 is approximately $22 Billion. Therefore, the

assessed value of taxable real property within all development areas is significantly less than twenty percent (20%) of the assessed value of taxable real property within Lexington;

(d) There has been a substantial loss of commercial activity within the Development Area. The Turfland Mall opened in 1967 as the first enclosed mall in Lexington. The site has housed Montgomery Ward, J.C. Penny, and Dillard's as well as a Lowe's Theatre and many small-shop retail stores over the years. In 1997, $5 million worth of renovations were begun by the Rubloff Development Group who had recently acquired the site.

However, these renovations have not proven to be enough to fight off competition from the growing Fayette Mall located only a few miles away. Sales at the Turfland Mall have declined significantly while Fayette Mall continued to grow its sales. In 2000, Montgomery Ward was closed to make room for the Home Depot store that currently exists next to the mall, and stores began to slowly make their exit from the Turfland Mall. Following the Fayette Mall expansion and the opening of its adjacent shopping center, activity and sales at the Turfland Mall reached an all-time low. In 2008, Turfland Mall's Dillard's and Dillard's for the Home closed, along with GNC, the last remaining store located on the interior of the mall.

Despite the efforts of management to find tenants, the only stores left in the footprint are Staples, Whitaker Bank, CiCi's Pizza, and Dink's Cyber Café, all which have entrances located on the exterior façade of the mall, and the assessed property value of the Development Area for real estate tax purposes has declined by $4,525,200 since calendar year 2005. It is has become apparent that the Lexington market is not large enough to support even a relatively small scale indoor mall in addition to the much larger Fayette Mall, which has dominated the market. The exit of nearly all of the Turfland Mall's tenants, and the inability to replace them represents a substantial loss of commercial activity in the Development Area;

(e) More than fifty (50%) of the residential, commercial or industrial structures within the Development Area are deteriorated or deteriorating. Although some existing portions of the site, such as the Staples and the Whitaker Bank, are currently in good condition, the remainder of the mall is in a state of disrepair. Over time, as properties remain vacant, it becomes a hardship for the owners to continue to maintain properties that produce no economic return. The abandonment by tenants has made upkeep very difficult and costly, and over the years the site has fallen into disrepair. Taken

as a whole, more than fifty percent (50%) of the structures are deteriorating or deteriorated, based on the total number of structures, the total size of the deteriorating buildings, and the overall vacancy rate;

(f) There has been a substantial abandonment of residential, commercial or industrial structures within the Development Area. The enclosed portions of the mall have been completely abandoned. There are no remaining tenants on the interior of the building, and only four tenants remain in business on the exterior of the mall. The Area has remained this way for a year and a half and has shown no signs of changing. The mall, which has approximately 500,000 square feet of space for occupancy, now has no more than 40,000 square feet occupied due to the voluntary exit of nearly every tenant over the past several years to other locations such as the Fayette Mall. Much of the property within the area has not been well-maintained;

(g) There are inadequate public improvements and infrastructure to support the redevelopment of the Development Area. In its current state, the Development Area is not suited for commercial or residential use. The Development Area faces several infrastructure issues that will prevent it from attracting new development and experiencing long term economic growth without the assistance of the LFUCG and State.

The Development Area lacks the necessary utilities, walkways, public parking and sanitary and storm sewer infrastructure to support the increased demand from the planned Project within the Development Area. These public infrastructure needs are significant and are of critical importance to the successful redevelopment of the Development Area and to support the sustained economic activity proposed by the Project. These improvements will also alleviate the storm water burden that has continually plagued not only the businesses within the Development Area, but the surrounding residential areas and businesses as well;

(h) There is a combination of factors that substantially impairs the growth and economic development of the City and impedes the development of commercial or industrial property due to the Development Area's present condition and use. It has become clear that Lexington does not currently have the market strength to support more than one regional mall. The growth of the Fayette Mall has left the Turfland Mall building that currently exists within the Development Area facing demolition as it is no longer practical for Lexington to support multiple enclosed malls. If this proposed Development Area is ever going to experience growth and

economic development, it will require complete site redevelopment. This will make the location suitable to be used in a manner that is more viable in the Lexington Market.

This redevelopment comes with high initial costs, including an estimated $3.6 million for building demolition and site preparation alone. On top of this, the area faces serious storm water management problems which were the subject of a lawsuit, United States of America and the Commonwealth of Kentucky v. Lexington-Fayette Urban County Government, Civil Action No. 5:06-CV-386. In order to resolve this water quality issue within the development area, costs are estimated to reach nearly $2 million. These issues, along with the other public improvement costs that will be a crucial component of any successful development at this site such as landscaping and sidewalk/parking lot renovations, greatly limit the area's possibility for successful development any time in the near future without some form of public assistance;

(i) That the Development Area is not reasonably expected to be developed without public assistance. The public infrastructure costs associated with any successful redevelopment of the Development Area are too high to occur without the help of the public. It is estimated that the total cost of these public infrastructure improvements proposed within the Development Area is approximately $39 million. This includes costs associated with the water quality issues that must be resolved, the demolition of the current structures which have become deteriorated, the provision of utilities, landscaping and parking improvements, and several other costs that are associated with the successful redevelopment of the area.

Without public funding, including the critical pledge of State incremental revenues under the Commonwealth Participation Program for Mixed-Use Redevelopment in Blighted Urban Areas, as provided in the Act, the proposed Project within the Development Area would not be possible;

(j) That the public benefits of redeveloping the Development Area justify the public costs proposed. As detailed in the Commonwealth Economics Report (the "Report"), attached as Exhibit "B" to the Development Plan, the public investment is expected to reach $39 million, but when added to the private investment within the Development Area, will support 1,879 new construction jobs and approximately 1,551 permanent jobs due to activities occurring within the Development Area. The proposed improvements will encourage new visitation to the area and provide necessary amenities for existing residents and new visitors alike. While the

LFUCG will pledge eighty percent (80%) of new ad valorem property taxes and occupational taxes to pay for the public projects proposed, it will generate significant new revenues from the twenty (20%) of those new incremental revenues not pledged and one hundred (100%) of the other local taxes generated from the Project. Under the Act, school systems may not participate in the pledge of incremental revenues. Therefore, the local school system will receive significant new revenues from the Project within the Development Area.

Besides the new jobs and capital investment created directly by the Project, the Project will have a significant multiplier effect on the economy of Lexington and the State. According to the Report, upon the opening and stabilization of the Project, the annual economic and fiscal impact of the Project is estimated to include $41.6 million of total spending, support for 1,522 jobs, and $9.2 million in State and LFUCG tax revenues. Of these tax revenues, approximately $5.5 million are estimated to be net new to the State in the first year of stabilized activity.

The $148.7 million in estimated on-site qualifying tax revenues is much greater than the amount of taxes created in the Development Area without the Project. Furthermore, the analysis shows that the "net new" amount of taxes spurred by this Project will include $94.7 million in net new tax revenue to the State and $32.9 million for the LFUCG, for a total estimated net new fiscal impact of $127.6 million.

The fiscal benefits far exceed the existing tax revenue from the Development Area, which is estimated at $585,703 annually (by end of 2009 estimates). In a 20-year period, which begins at full operation, the Project is estimated to generate a total of about $148.7 million of State and LFUCG tax revenues. By contrast, if the site remains "as-is", tax revenues are estimated to amount to only $17.2 million during the same period. As a result, incremental tax revenues within the TIF footprint are estimated to amount to $131.5 million. After 20 percent is retained, such amount translates to an estimated $69.8 million of cash available from the State and an estimated $35.4 million from the LFUCG through the TIF program.

Based on research and analysis documented in the Report, the Project is estimated to have a significant economic and fiscal impact to the local economy. Its construction is estimated to generate a one-time impact that includes over $209 million of total spending, $88 million of total earnings, support for 2,296 jobs, and $9.1 million of state and local tax revenues. Upon project opening

and in the first year of stabilization, annual economic and fiscal impact is estimated to include $41.6 million of total spending, support for 1,522 jobs, and $9.2 million of state and local tax revenues. Of these benefits, approximately half of each is estimated to be net new to the State.

It is proposed that the incremental revenues from the LFUCG and State will be used to fund the capital costs of the "approved public infrastructure" as defined by the Act, needed for the Project within the Development Area. The estimated cost of the approved public infrastructure needed for the Project is approximately $39 million. It is estimated that approximately $105.2 million in LFUCG and State incremental revenues from the Project will be available over 20 years to pay for approved public infrastructure costs needed for the Project. The net present value of this $105.2 million is dependent upon many variables in the tax-exempt financing/bonding market.

After subtracting the baseline "old revenues" as required by the Act, the estimated net new incremental tax revenue generated by the Project is $110.4 million. This amount far exceeds the estimated $39 million in approved public infrastructure costs. As a result, the Project represents an enormous benefit to Lexington and the State. In addition, the significant investment represented by the Project will act as a catalyst for other development in the area;

(k) That pursuant to the Act the establishment of a development area requires a finding that the area immediately surrounding the Development Area has not been subject to growth and development through investment by private enterprise or, if the area immediately surrounding the Development Area has been subject to growth and development through investment by private enterprise, that there are certain special circumstances within the Development Area that would prevent its development without public assistance. The LFUCG finds that the area immediately surrounding the Development Area has not been subject to growth and development through investment by private enterprise in recent years. The area has experienced little to no investment in recent years, and this is not likely to change unless the Development Area receives the assistance of the LFUCG and the State.

SECTION 3. Establishment, Name, Boundaries. All that area described herein by Exhibit A attached hereto and made a part hereof, is located within the LFUCG and is hereby established and designated as the "Turfland Town Center Development Area". At the time of the enactment of this Ordinance the Development Area is less than three (3) square miles.

SECTION 4. Establishment Date, Commencement Date, Termination Date. The Establishment Date is the effective date of this Ordinance. The Commencement Date of the Development Area is the date of execution of the Local Participation Agreement and the Termination Date shall be exactly twenty (20) years subsequent to such date; provided, that if the Tax Incentive Agreement for the Project or a Local Participation Agreement relating to the Development Area has a Termination Date that is later than the Termination Date established in this Ordinance, the Termination Date for the Development Area shall be extended to the Termination Date of the Tax Incentive Agreement, or the Local Participation Agreement. However, the Termination Date for the Development Area shall in no event be more than forty (40) years from the Establishment Date.

SECTION 5. Adoption of Development Plan. The LFUCG hereby adopts the Development Plan, attached hereto as Exhibit C. The LFUCG Council hereby finds and determines that a public hearing was duly held on March 25, 2010, to solicit public comment on the Development Plan, following publication of notice thereof in accordance with Chapter 424 of the Kentucky Revised Statutes, as amended. It is hereby confirmed that a copy of the Development Plan was filed as required by the Act with the LFUCG Clerk of Council, and with the Office of the Fayette County Judge/Executive prior to the notice of the public hearing being advertised.

SECTION 6. Local Participation Agreement. The Mayor of the LFUCG is hereby authorized and directed to execute, acknowledge and deliver on behalf of the LFUCG a Local Participation Agreement, a form of which is attached as Exhibit B and made a part hereof, between the LFUCG and the Agency, authorizing the pledge of a portion of the Incremental Revenues of the LFUCG from the Development Area to the payment of Redevelopment Assistance, Approved Public Infrastructure Costs, Financing Costs and Land Preparation, Demolition and Clearance Costs. The form of Local Participation Agreement to be signed by the Mayor on behalf of the LFUCG and by the Commissioner of the Department of Finance and Administration, on behalf of the Agency, shall be in substantially the form attached hereto, subject to further negotiations and changes therein that are not inconsistent with this Ordinance and not substantially adverse to the LFUCG. The approval of such changes by said officers, and that such changes are not substantially adverse to the LFUCG, shall be conclusively evidenced by the execution of such Local Participation Agreement by such officials.

SECTION 7. Special Fund. There is hereby established a Special Fund of the LFUCG to be known as the Turfland Town Center Development Area Tax Increment Fund, into which the LFUCG covenants to deposit, and into which LFUCG officials are hereby authorized and directed to deposit all Pledged Revenues. The LFUCG's Agency shall maintain the Special Fund unencumbered except for the purposes set forth in Section 8 hereof. Funds deposited in the Special Fund shall be disbursed in accordance with the Act, this Ordinance, the Local Participation Agreement, Tax Incentive Agreement, the Development Plan and related documents to pay for Project Costs, Redevelopment Assistance, Financing Costs, Land Preparation, Demolition and Clearance Costs and Approved Public Infrastructure Costs within the Development Area.

SECTION 8. Use of Pledged Revenues. Pledged Revenues shall be deposited by the LFUCG into the Special Fund created under Section 7 hereof and shall be used solely to: (a) pay directly for Redevelopment Assistance, Land Preparation, Demolition and Clearance Costs and Approved Public Infrastructure Costs, as those terms are defined in the Act, as determined from time to time by the LFUCG in accordance with the Local Participation Agreement and the Development Plan; (b) pay debt service and costs of issuance on Increment Bonds, including Financing Costs, which may be issued by the LFUCG issued to finance Redevelopment Assistance, Land Preparation, Demolition and Clearance Costs and Approved Public Infrastructure Costs; and (c) for such other purposes as may be determined by the LFUCG and that are appropriate and in compliance with the purposes set forth in this Ordinance, the Local Participation Agreement, the Tax Incentive Agreement, the Development Plan and the Act, as the same may be amended from time to time.

SECTION 9. Authorization of Application to KEDFA. The Mayor and other officials of the LFUCG are hereby further authorized and directed to execute, acknowledge and deliver on behalf of the LFUCG one or more applications to KEDFA and related offices of the State in order to obtain "Mixed-Use Project" status for the Development Area.

SECTION 10. Periodic Accounting / Analysis. Any entity, other than the LFUCG that receives financial assistance pursuant to the provisions of this Ordinance, whether in the form of a grant or loan or loan guarantee shall make a periodic accounting to the governing body of the LFUCG in accordance with the Act and the documents controlling such grant, loan or loan guarantee.

The governing body of the LFUCG shall be required to review and analyze the progress of the development activity in the Development Area on an annual basis. Such reports shall, at a minimum, include a review of the progress in meeting the stated goals of the Development Area. The Mayor and other officials of the LFUCG shall report to the governing body of the LFUCG during such reviews and shall when necessary invite developers to participate in the review process to report on the progress of their developments within the Development Area. The review and documentation supporting the review shall be forwarded to KEDFA in accordance with the Act.

SECTION 11. Designation of Oversight Agency. Pursuant to the Act, the LFUCG hereby designates the Department of Finance and Administration of the LFUCG as the agency (the "Agency") of the LFUCG for purposes of oversight, administration and review responsibility of this Development Area Ordinance, the Local Participation Agreement and the Development Area established hereby. The Agency shall act on behalf of the LFUCG in administering the Development Area, entering into Development Area agreements, and other related agreements, with respect to the development of the Development Area and the financing of Redevelopment Assistance, Land Preparation, Demolition and Clearance Costs and Approved Public Infrastructure Costs therein. The Commissioner of the Department of Finance and Administration is hereby authorized and directed to execute the Local Participation Agreement on behalf of the Agency and

to take other appropriate action to carry-out the terms of this ordinance and the Local Participation Agreement.

SECTION 12. Authorization of LFUCG Officials. The Mayor and other appropriate LFUCG officials, officers, employees and agents are hereby authorized to take all necessary actions to submit the necessary application and other documents to KEDFA and any other necessary entities to obtain the necessary approvals and to take all necessary actions as required by the KEDFA and other entities to meet all of the requirements of and qualify to participate in the Mixed-Use Project Program as set forth in the Act, and to carry out the intent of this Ordinance, including being authorized to execute any Memorandum of Agreement and/or Tax Incentive Agreement between KEDFA and the LFUCG approving a pledge of State Incremental Revenues for the Project pursuant to the Act, and any other agreements necessary to establish the Development Area and/or related to receiving the pledge of State Incremental Revenues.

SECTION 13. Severability. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

SECTION 14. Repeal of Conflicting Orders and Ordinances. All prior resolutions, municipal orders or ordinances or parts of any resolution, municipal order or ordinance in conflict herewith are hereby repealed.

SECTION 15. Effective Date. This Ordinance shall be in full force and effect from and after its passage, attestation, recordation and publication of a summary hereof pursuant to KRS Chapter 424.

INTRODUCED, SECONDED AND GIVEN FIRST-READING APPROVAL AT A DULY CONVENED MEETING OF THE LFUCG COUNCIL, held on the _____ day of April, 2010.

GIVEN SECOND READING AND ADOPTED AT A DULY CONVENED MEETING OF THE LFUCG COUNCIL, held on the _____ day of May, 2010 and on the same occasion signed by the Mayor as evidence of his approval, attested by the LFUCG Clerk of Council, published and filed as required by law, and declared to be in full force and effect from and after its adoption and approval according to law.

Approved:

By_____
Mayor

ATTEST:

_____
Clerk of Council

178-10 45

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: April 7, 2010

RE: Licenses and Sponsorship Agreement

Council authorization is requested for the execution of the License and Sponsorship Agreement between the Downtown Lexington Corporation Foundation, Fifth Third Bank and the Urban County Government to accept a donation of $750,000 for the construction of the Fifth Third Bank Pavilion located at Cheapside Park. The budget amendment accepting the donation has previously approved. A copy of the agreement is attached.

If you have any questions, please let me know.

Glenda Humphrey George, Attorney Sr.

Cc: Joe Kelly, Sr. Advisor
Council Office

# LICENSE AND SPONSORSHIP AGREEMENT

AGREEMENT made as of the ___ day of January, 2010, , by and between the Downtown Lexington Corporation Foundation ("DLC"), the Fifth Third Bank ("Fifth Third") and the Lexington Fayette Urban County Government ("Owner").

WHEREAS, Owner is the owner of certain real property described on Exhibit A (the "Premises") and commonly referred to as "Cheapside Park" in downtown Lexington, Kentucky, and will be upon completion thereof the owner of improvements constituting an exhibition pavilion to be constructed on the Premises ("Pavilion");

WHEREAS, Fifth Third is the owner of the trademark "Fifth Third Bank" and the logo reproduced on Exhibit B, which is presently employed by Fifth Third in the operation of its banking business. The said mark and logo are famous, enjoy very favorable public acceptance and represent invaluable goodwill to the Fifth Third;

WHEREAS, the name "Fifth Third Bank Pavilion" will be recognized by the public as associated with Fifth Third and its business in downtown Lexington and elsewhere;

WHEREAS, Fifth Third and DLC are desirous of entering into an agreement whereby DLC shall cause the Owner to utilize the designation "Fifth Third Bank Pavilion" wherever possible as the name of the Pavilion to be constructed on the Premises in accordance with the terms and conditions set forth herein; and

WHEREAS, Fifth Third and DLC are desirous of causing the Owner to construct the exhibition pavilion on the Premises with monies contributed to the DLC by Fifth Third.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. Grant.

   a. As used herein, the following terms have the following meanings:

      i. The "Mark" shall mean the words "Fifth Third Bank"

      ii. The "Logo" shall mean the Mark written in the typeface designated on Exhibit B.

      iii. The "Intellectual Property" shall mean collectively the Mark, the Logo and any trade dress.

   b. Fifth Third grants, subject to the terms and conditions hereof, to the DLC and the Owner, the royalty-free limited, non-exclusive, non-transferable, non-assignable, revocable license during the term of this Agreement to use the Intellectual Property in solely conjunction with the naming of the exhibition pavilion to be constructed and located at Cheapside Park in downtown Lexington, Kentucky.

All specific uses of the Intellectual Property must be reviewed and approved by Fifth Third prior to use.

2. Ownership of the Intellectual Property.

Owner acknowledges that Fifth Third is the sole owner of the Intellectual Property and that all goodwill relating to the Intellectual Property shall be and remain the sole and exclusive property of Fifth Third. Owner has not acquired any right, title, interest or claim of ownership in the Intellectual Property except for the license granted in this Agreement. The use by Owner of the Intellectual Property, and all goodwill arising from such use, shall inure solely to the benefit of Fifth Third and shall be solely the property of Fifth Third in the event this Agreement is terminated for any reason. Upon termination of the Agreement, any and all rights granted to Owner in the Intellectual Property shall automatically terminate. Owner further will not alter, modify, dilute or misuse the Intellectual Property, bring any of it into disrepute, or challenge Fifth Third's rights in it.

3. Protection of the Mark and the Logos.

Fifth Third hereby represents and warrants that the trade mark "Fifth Third Bank" and the Logo depicted in Exhibit B are presently registered with the United States Patent and Trademark Office, and that it has the right to grant a license to Owner in accordance with the terms of this Agreement.

4. Indemnification.

To the extent allowable by law, Owner shall hold Fifth Third harmless from and indemnify and defend Fifth Third and Fifth Third's affiliates, employees, agents and assigns against any and all suits, actions, claims, losses, demands, damages, liabilities, costs and expenses of every kind, including costs and reasonable attorneys fees for defending same, which may relate to or arise or result from the Owner's use, operation, or maintenance of the Pavilion, including, but not limited to, the exercise by Owner of the rights granted to it in this Agreement, but not including any matter as to which Fifth Third is obligated to indemnify Owner by reason of the next paragraph of this Agreement. This shall in no way be deemed or construed as a waiver of sovereign immunity or any other third party defense available to the Government.

Fifth Third shall hold Owner harmless from and indemnify and defend Owner and Owner's affiliates, employees, agents and assigns (collectively "Owner's Indemnities") against any and all suits, actions, claims, losses, demands, damages, liabilities, costs and expenses of every kind, including costs and reasonable attorneys fees for defending same, which may relate to or result from infringement or unfair competition claims against Owner or Owner's Indemnities arising out of or related to Owner's use of the Intellectual Property as permitted by this Agreement.

5. Term.

The Term of this Agreement shall commence on the date hereof and shall end on the fifteenth ($15^{th}$) anniversary of the Opening Date. The term "Opening Date" shall mean the date of the opening of the pavilion to members of the public (including for such purpose any public or private events held to celebrate the official completion of the pavilion).

6. Mandatory Placement and Use of Mark.

During the Term, Owner hereby agrees to display the Intellectual Property in accordance with the provisions hereof and, in the case of the Logo as depicted on Exhibit B. The parties intend that Owner use color versions of the Logo to the maximum extent practical. Notwithstanding the foregoing, Fifth Third may require that an alternate color version of the Logo, the use of which will not materially increase the cost to Owner of complying with the terms of this Agreement, shall be employed as the depiction of the Logo, provided, that in the event that any previously applied Logo is required to be removed as a result of such alternate Logo requirement, Fifth Third shall pay the cost of installation of such alternate Logo.

Owner further agrees as follows:

a. To employ the Mark as the exclusive name of the Pavilion; and

b. To install on each of four (4) entry points to the Pavilion signage bearing the Logo.

The parties agree to act in good faith to agree upon the exact size, location and/or depiction of the Logo to be employed by Owner. All specific uses of the Intellectual Property must be reviewed and approved by Fifth Third prior to use.

7. Exclusivity.

During the terms of this Agreement, Fifth Third Bank will be entitled to exclusivity of the sponsorship naming rights of the Pavilion, to be designated as the "Fifth Third Bank Pavilion." The grant of exclusivity will serve to deny an alternative sponsor from having naming rights associated to the Pavilion during the agreement term.

8. Change of Logo.

In the event that Fifth Third selects a logo different from the Logo to be employed in connection with the Mark by Owner during the Term, Owner agrees to use such alternative or additional logo, provided: (a) Fifth Third grants to Owner a license to use such logo substantially in the form of the License granted hereby; (b) Fifth Third pays the entire cost or loss incurred by Owner in discontinuing the use of the logos and the substitution of an alternative logo, including but not limited to the cost of manufacturing and installing new signs.

9. Additional Consideration to Fifth Third.

In addition to the matters listed in Paragraph 7 hereof, DLC, Owner and Fifth Third hereby agree as follows for the period commencing on the Opening Date and thereafter during the Term:

a. The costs or expenses related to the initial production and maintenance of the agreed upon signage shall be the responsibility of the Owner. The final size, locations, construction, design, specifications, cost and expense of signs will be jointly designed and agreed upon by Fifth Third and the Owner. The use of the "Fifth Third Bank Pavilion" signage shall be placed where visible to the public and shall maintain a similar size and position during each Contract Year throughout the Term.

b. The DLC shall refer to all events held at the Pavilion as taking place at the "Fifth Third Bank Pavilion." This will include all forms of communication (press releases, public service announcements, collateral materials, interactive stories and messages).

10. Consideration.

In consideration for the rights granted it in this Agreement, Fifth Third hereby agrees to pay $750,000.00 to the DLC upon execution of this Agreement. DLC shall cause the Owner to construct the exhibition pavilion at Cheapside Park in downtown Lexington, Kentucky as depicted on Exhibit C by making a contribution to the Owner in the aggregate amount of $750,000.00. Owner, upon receipt of the $750,000.00 agrees to construct the Pavilion as so depicted on Exhibit C on or before April 01, 2010.

11. Actions At End of Term.

At the end of the Term or at termination of this Agreement, the license hereby granted shall immediately cease and terminate, and Owner and Sublicensees shall cease the use of the Intellectual Property in connection with the Pavilion. Notwithstanding the foregoing, Owner shall have a period of time after the end of the Term, not to exceed ninety (90) days, to cease the use of the Intellectual Property, including but not limited to the making of necessary physical changes to the Pavilion.

12. Assignment.

Fifth Third hereby consents to the transfer or assignment of any or all of Owner's rights hereunder, in whole or in part, in connection with the sale of the Pavilion, provided that the transferee assumes in writing all of the Owner's obligations hereunder which arise after the date of such transfer.

13. Miscellaneous Provisions.

a. Notices. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail, and addressed to the address of the intended recipient at the following addresses:

To Owner: Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Mayor

To Fifth Third: Fifth Third Bank
250 West Main Street
Suite 100
Lexington, Kentucky 40507
Attn: President and CEO

To DLC: Downtown Lexington Corporation
P.O. Box 1179
Lexington, Kentucky 40588
Attn: Executive Director

A party may change its address by giving notice in writing stating its new address to the other parties.

b. Interpretation and Effect. This Agreement shall be construed in conformity with the laws of the Commonwealth of Kentucky and the Trademark (Lanham) Act of 1946 as amended.

c. Headings and Pronouns. The headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provision of this Agreement. All pronouns shall include the masculine, feminine, neuter, singular, and plural whenever the context and facts require such construction.

d. Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

e. Successors. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, and assigns, except as expressly provided.

f. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Agreed to:

Fifth Third Bank

By: _____
President

Downtown Lexington Corporation Foundation

By: _____
President

Accepted and Agreed to:

Lexington Fayette Urban County Government

By: _____
Mayor

Approved as to form and legality

By: _____
LFUCG, Department of Law

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Exhibit A
1 of 1

ORDINANCE NO. 24-2010

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO PROVIDE $750,000 FOR THE FIFTH THIRD BANK PAVILION LOCATED AT CHEAPSIDE PARK AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0110.

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WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to provide $750,000 for the Fifth Third Bank Pavilion located at Cheapside Park:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to provide $750,000 for the Fifth Third Bank Pavilion located at Cheapside Park, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the FY 2010 Bond Projects Fund that do not result in changes to the Unappropriated Fund Balances of this fund.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated, are detailed in BUDGET SCHEDULE NO. 0110, attached hereto and incorporated herein by reference.

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

PASSED URBAN COUNTY COUNCIL: January 28, 2010

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 4, 2010-1t

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182-10



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:** **APRIL 12, 2010**

**SUBJECT:** **REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE FINANCIAL COMMISSION FOR APPALACHIA HIGH INTENSITY DRUG TRAFFICKING AREA FOR NARCOTICS INVESTIGATION ACTIVITIES—FY 2010**

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The LFUCG has been offered federal funds in the amount of $2,000 from the Financial Commission for Appalachia High Intensity Drug Trafficking Area for narcotics investigation activities by the Division of Police. These funds will be used for overtime by the Division of Police. These funds originate from the United States Office of National Drug Control Policy. No matching funds are required.

Council authorization to accept award is hereby requested.

Paula King
Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

183-10

55

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: APRIL 9, 2010

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE BLUE GRASS COMMUNITY FOUNDATION FOR EXPANSION OF BROADBAND ACCESS FOR ENHANCED PUBLIC SAFETY

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The Lexington-Fayette Urban County Government has been offered a grant in the amount of $525,000 from the Blue Grass Community Foundation to expand broadband access into underserved neighborhoods, improve the public safety network, support economic development, and enhance the tourism/visitor experience.

Funds will be used by the Division of Police for improvements to the public safety wireless data network. The LFUCG, on a limited basis, has implemented a high-speed wireless network; however, the Wi-Fi network is available in a very limited area. Expanding the network coverage in Fayette County, especially in some of the high-crime areas, will increase the efficiency of the LFUCG Division of Police as well as other state and local law enforcement agencies. These funds will be used for professional services to conduct engineering study and site survey for project elements and to purchase network components for installation on existing poles.

These funds are a result of an award from the John S. and James L. Knight Foundation to the Blue Grass Community Foundation. No matching funds are required.

Council authorization to accept the award is hereby requested.

Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

192-10 56

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: APRIL 13, 2010

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE 2010 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

The Division of Fire and Emergency Services has prepared an application for submission to the U.S. Department of Homeland Security under the 2010 Assistance to Firefighters Grant Program, requesting federal funds for purchase of a Propane Fueled Burn Room Prop. The purpose of prop is to provide cost effective immersive live fire training. The existence of the burn room prop significantly shortens learning cycles, increases the number of evolutions per training day, reduces training costs, and eliminates the need to acquire a vacant building.. The burn room will become a permanent training resource located at the Fire Training Academy. Total cost of the equipment is $175,000. Federal funds in the amount of $140,000 will be requested. A 35% local match ($35,000) is required. Match has been requested in the 2011 General Fund budget.

The Assistance to Firefighters Grant is a program of the National Preparedness Directorate in the Federal Emergency Management Agency. Grants are awarded to fire departments to enhance their ability to protect the public and fire service personnel from fire and related hazards.

Council authorization to submit the application is hereby requested.

Paula King, Director

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



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193-10 57

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: APRIL 13, 2010

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE KENTUCKY DEPARTMENT OF MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT FOR FEDERAL FUNDS UNDER THE CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM (CSEPP)— FY 2010

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The Kentucky Department of Military Affairs, Division of Emergency Management has offered the LFUCG an award of $595,600 for the continuation of the Chemical Stockpile Emergency Preparedness Program (CSEPP) for Fiscal Year 2010. These funds will be used to support coordinator's salary and benefits, administration of the local program, maintain an alert and notification system, communications, public education, purchase of supplies, purchase of decontamination equipment, professional development, a protective action equipment shelter, and enhancements to the Emergency Operations Center. No matching funds are required.

The source of federal funds is the Department of Homeland Security/Federal Emergency Management Agency. CSEPP funds are used to support emergency preparedness activities in a nine county area that surrounds the Blue Grass Army Depot in Richmond, the site of a stockpile of chemical weapons.

Council authorization to accept the award is hereby requested.

Paula King
Director

Xc: Tim Bennett, Commissioner of Public Safety

195-10 58

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

**MEMORANDUM**

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

**FROM:** Leslie Jarvis, Acting Director
Division of Human Resources

**DATE:** April 14, 2010

**RE:** Ordinance Change

The attached action amends Section 22-53.1 of the Code of Ordinances affecting the Division of Police effective upon passage of Council.

The requested changes are to;

- Set a maximum age limit of 37 years of age;
- Remove requirement for a recruitment cycle every 6 months to allow for flexibility during tight budgets;
- Change ranking from 100% based on oral board score to a final score combining both written and oral examinations;
- A new hiring process and eligibility list will be established for each recruitment cycle unless extended by the Chief of Police and HR Director;
- Allow the Chief of Police and HR Director to permanently remove candidates who do not meet criteria established in KRS and LFUCG ordinances; and
- Remove the "Rule of Five" condition and allow the Chief to consider all components of the examination process when making his final selection.

There is no fiscal impact with this action. This is similar to the Fire recruit amendment that was on last weeks agenda.

If you have questions or need additional information, please contact Daniel H. Fischer at 258-3030.

Attachment

cc: Tim Bennett, Commissioner – Department of Public Safety
Ronnie Bastin, Chief, Division of Police
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 10-0060

191-10



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:** **APRIL 12, 2010**

**SUBJECT** **REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF FEDERAL FUNDS FROM THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT UNDER THE RECREATIONAL TRAILS PROGRAM FOR THE COOLAVIN RAIL TRAIL**

On January 22, 2009 (Resolution No. 32-2009), Council authorized the submission of a grant application to the Kentucky Department for Local Government, requesting federal funding in the amount of $75,000 for construction of the Coolavin Rail Trail. The Kentucky Department for Local Government has approved an award in the amount of $75,000. This project requires a 50% local match. Local match in the amount of $75,000 is available in the 2008 Trail Fund (bond revenue—Fund 2517). Coolavin Rail Trail, as part of the Legacy Trail, is included as a priority on the list of trails to be constructed from this fund. Total project cost is $150,000.

The Coolavin Rail Trail is proposed to be a twelve foot wide, 3,000 foot long trail with an asphalt surface that provides multi-modal access along an abandoned R.J. Corman railroad corridor. The proposed trail lies between Fourth Street and Loudon Avenue. 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.

Council authorization to accept award is hereby requested.

Paula King, Director

Xc: James M. Webb, Commissioner of the Department of Public Works and Development

184-10 60

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: April 12, 2010

RE: Release of Easement
3100 and 3110 Wall Street

This memo is to request a Resolution authorizing the Mayor to sign a Release of Utility Easement, releasing a utility easement on property located at 3100 and 3110 Wall Street.

The proposed Release has been reviewed and approved by the Divisions of Engineering, Water Quality, and Traffic Engineering and the Department of Law. This action has no budgetary implication for LFUCG.

Edward W. Gardner
Attorney Sr.

Enclosure

cc: Joe Kelly, Mayor's Office
Council Office

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185-10

61

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: April 12, 2010

RE: Partial Release of Easement
367 McConnells Trace

This memo is to request a Resolution authorizing the Mayor to sign a Partial Release of Sanitary Sewer Easement, releasing a portion of a sanitary sewer easement on property located at 367 McConnells Trace.

The proposed Release has been reviewed and approved by the Divisions of Engineering, Water Quality, and Traffic Engineering and the Department of Law. This action has no budgetary implication for LFUCG.

Edward W. Gardner
Attorney Sr.

Enclosure

cc: Joe Kelly, Mayor's Office
Council Office

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186-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: April 12, 2010

RE: Partial Release of Easement
366 McConnells Trace

This memo is to request a Resolution authorizing the Mayor to sign a Partial Release of Parking and Access Easement, releasing a portion of a parking and access easement on property located at 366 McConnells Trace.

The proposed Release has been reviewed and approved by the Divisions of Engineering, Water Quality, and Traffic Engineering and the Department of Law. This action has no budgetary implication for LFUCG.

Edward W. Gardner
Attorney Sr.

Enclosure

cc: Joe Kelly, Mayor's Office
Council Office

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Mayor Jim Newberry

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

Division of Environmental Policy — Department of Environmental Quality

**MEMORANDUM**

**TO:** **Mayor Jim Newberry**

**Urban County Council**

**FROM:** **Cheryl Taylor, Commissioner** CAT
**Department for Environmental Quality**

**DATE:** **April 9, 2010**

**RE:** **Resolution to Create Internal Energy Fund**

To make LFUCG facilities more energy-efficient, the LFUCG is proposing to establish an energy fund (referred to as the *Lead by Example* fund) within the Department of Environmental Quality to capture savings generated through energy management and energy improvements at LFUCG owned facilities. This savings will be reinvested in additional energy improvements, providing a continual funding stream for energy projects. Other progressive communities such as Ann Arbor, Michigan, Phoenix, Arizona and Toronto, Canada have used this type of mechanism to successfully fund energy improvements and reduce utility costs for their municipal buildings/facilities.

Money for this fund will come from programmatic energy management activities such as identifying more appropriate (cost-effective) utility rate structures and implementing energy demand reduction strategies as well as from the energy savings resulting from LFUCG building/facility improvements (i.e. installing more energy efficient lighting and HVAC systems, etc). Additionally, in cases where the LFUCG is successful in obtaining grant monies earmarked for energy efficiency, these monies may also be placed in this fund.

"Seed" money to pay for initial building/facility improvements will be provided by ARRA stimulus dollars through the U.S. Department of Energy (DOE) Energy Efficiency and Conservation Block Grant which we were awarded on October 19, 2009. As part of this grant the LFUCG received approximately 1.1 million dollars to make energy improvements at LFUCG owned buildings under our *Lead by Example* initiative. In our grant application to the DOE, the LFUCG committed to establishing an internal fund that would allow us to use the energy savings resulting from these 1.1 million dollars in energy improvements to make additional energy improvements at LFUCG owned buildings.

Since the existing (internal) LFUCG Energy Management Team is currently tasked with "reviewing and considering measures that further the goals of the LFUCG Energy Management Plan" under the CAO Policy on Energy Efficiency (CAO policy #39), we believe the Energy Management Team is the appropriate entity to review proposed projects and provide oversight of this fund. This team has been working on improving LFUCG energy efficiency since being formed in 2003 and is a broad-based group that currently includes representatives from Facilities and Fleet Management, General Services, Water Quality, Community Corrections, Fire and Emergency Services, Accounting, Budgeting, Law, Government Communications, Central Purchasing, and Environmental Policy plus additional representatives can be added if needed/warranted.

As envisioned the LFUCG Energy Management Team will review and approve the energy improvement projects proposed to be funded by this mechanism, provide oversight of the fund to ensure the monies are used for worthwhile projects, and verify that the energy savings (cost avoidance) calculated to result from each proposed project are reasonable and justifiable. In effect a business case will be made for each proposed project. Energy savings resulting from any single programmatic initiative (such as identifying a cheaper rate structure or implementing a new demand reduction strategy) or from any building energy improvement initiative (such as installing more energy efficient lighting and HVAC systems) will be transferred into this fund for a period not to exceed 10 years.

The LFUCG Energy Program Manager (housed within the Division of Environmental Policy) will provide support to the Energy Management Team by assisting in developing projects and evaluating their return on investment. Because reporting obligations will be handled by the Energy Program Manager and because eligible projects could cut across all departments, for accounting purposes the *Lead by Example* fund will be housed within the Department of Environmental Quality. Monies will be transferred into the fund on a quarterly basis as cost savings are realized. Transfers into and out of the fund will be based on project recommendations from the Energy Management Team subject to management and Council approval. DEQ will prepare and submit the required Account Review Form by the 7$^{th}$ day of the month following each quarter to the Department of Finance & Administration.

We anticipate this funding mechanism will reduce LFUCG utility costs, improve our facilities, help address deferred maintenance, increase employee productivity by providing a more comfortable work environment and reduce our carbon footprint.

Thank you for your consideration of this request. Please contact me at 425-2800 if you have any questions or want to discuss further.

Cc: Linda Rumpke, Commissioner, Department of Finance & Administration
Kimra Cole, Commissioner, Department of General Services
Mary Fister-Tucker, Director, Division of Accounting
Jamshid Baradaran, Director, Department of Facilities and Fleet Management
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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:** APRIL 13, 2010

**SUBJECT** **REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENT WITH ENERGY CAP. FOR ENERGY MANAGEMENT SOFTWARE UNDER THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT IN RESPONSE TO RFP # 33-2009**

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On November 19, 2009 (Ordinance No. 243-2009), Council approved acceptance of federal funds from the U.S. Department of Energy under the Energy Efficiency and Conservation Block Grant, authorized by the American Recovery and Reinvestment Act of 2009. One of the approved activities is Energy Management Technology. In response to RFP # 33-2009, two proposals were received. The selection committee recommended EnergyCAP because it met the requirements and was more cost effective than the other proposer.

The Agreement in the amount of $113,887.50 provides for software license, training, and maintenance for a three year period. The objective of this activity is to develop a centralized system for monitoring and analyzing energy consumption in all LFUCG facilities, including office buildings, fire and police stations, traffic lights, and other public facilities. The software will create a central point for utility data collection and energy analysis. It will also facilitate benchmarking and the communication of energy goals, and identify candidate buildings for energy efficiency improvements.

Funds are budgeted as follows:

| FUND | DID | SECT | ACCOUNT | BUD REF | PROJECT | ACTIVITY |
|---|---|---|---|---|---|---|
| 3210 | 313201 | 3093 | 96202 | 2010 | EEBCG R 2010 | E MGTECH |

Council authorization to execute agreement with EnergyCAP is hereby requested.

Paula King, Director

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



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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: APRIL 13, 2010

SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENT WITH BLUEGRASS PRIDE, INC. TO PERFORM SERVICES UNDER THE COMMUNITY ENERGY AWARENESS ACTIVITY UNDER THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT IN RESPONSE TO RFP # 6-2010

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On November 19, 2009 (Ordinance No. 243-2009), Council approved acceptance of federal funds from the U.S. Department of Energy under the Energy Efficiency and Conservation Block Grant, authorized by the American Recovery and Reinvestment Act of 2009. One of the approved activities is the Community Energy Awareness Program. In response to Proposal # 6-2010, five proposals were issued. Based upon review by the selection committee, Bluegrass PRIDE was selected to provide these services based upon familiarity with the project, qualifications, references, and strong affiliations in the community.

The Agreement in the amount of $225,000 provides for Bluegrass PRIDE, Inc., to perform public education and outreach on energy efficiency and conservation; promote the use of web-based energy tracking/benchmarking tools, arrange energy audits; provide on-site education and consultation to commercial building owners and occupants, facilitate grant-funded energy improvements to nonprofit Arts facilities under the banner of Energizing the Arts; and oversee a LED EXIT sign change-out program geared toward nonprofits.

Funds are budgeted as follows:

| FUND | DID | SECT | ACCOUNT | BUD REF | PROJECT | ACTIVITY |
|---|---|---|---|---|---|---|
| 3210 | 313201 | 3093 | 71299 | 2010 | EEBCG_R_2010 | E_EDUC |

Council authorization to execute agreement with Bluegrass PRIDE, Inc., is hereby requested.

Paula King, Director

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



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Corridors Commission Meeting
Executive Summary
April 13, 2010

Voting Members Attending: Councilmember Cheryl Feigel, 5th District, Chair; Councilmember Tom Blues, 2nd District; Councilmember Julian Beard, 4th District; Councilmember Doug Martin, 10th District; Karen Angelucci, Tree Board; Jarrod Stanley, Kentucky Transportation Cabinet; David Stevens.

Non Voting Members Attending: Kevin Wente, Department of Public Works; Tracey Thurman, Department of General Services; Bob Carpenter, Division of Building Inspection; Tim Queary, Division of Streets, Roads & Forestry; Jim Rebmann for Susan Bush, Department of Environmental Quality; Rob Hammons, Division of Planning/Lexington Area MPO

Others Attending: Yvette Hurt, Art in Motion; Ben Simmons, EOP Architects; Jonathan Perkins, M2D Design; Mike Sanner, Law Department; Jamie Bloyd, Council Office; Paul Schoninger, Council Office

*March 9 Summary*

The summary of the February 9 meeting was approved on a motion by Councilmember Tom Blues, second Karen Angelucci.

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*Chair Report*

Councilmember Feigel announced that the board training scheduled for April 5 Had been postponed by the Mayor's Office. She also stated that the training was not mandatory at this time for the Corridors Commission membership.

*Landscape Specifications*

Karen Angelucci and Jonathan Perkins addressed the proposed landscape specifications.

On a motion by David Stevens, second Julian Beard the Commission approved the Guidelines.

Ms. Angelucci stated that she would request that the Mayor direct all divisions to use the Guidelines.

*Versailles Rd TE Grant*

Mr. Perkins stated that except for the roses the corridor is finished.

Ms. Angelucci stated that the site needs watering and noted that a few trees need to be re planted.

Mr. Perkins will schedule a final walk thru in the near future.

*Newtown Pike TE Grant*

Mr. Perkins stated that we are still waiting on comments from the Transportation Cabinet.

*Art in Motion Newtown Pike Art/Bus Shelter*

Yvette Hurt and Ben Simmons stated that the shelter will be at the corner of Newtown & Ash near the Fayette County Health Department and the Arbors residential sub division.

Ms. Hurt stated that the site would need to be ADA compliant.

Ms. Feigel asked if the site could be altered due to ADA concerns.

Ms. Hurt stated that the shelter would be constructed by Aug 1.

*Old Frankfort Pike TE Grant*

It was stated that the Rural Land Management Board which holds a conservation easement on Pandau Farms will not allow the fence to be built on private property.

Subsequently the Kentucky Transportation Cabinet determined that they will not support building the fence on public property.

Ms. Feigel asked if the PDR Board would re consider its stance if the fence height was reduced.

Dr. Stevens offered to help mediate the situation.

*Airport Landscaping*

Tim Queary stated that approximately 60% of the 110 trees had been planted. *He also stated that they would like to purchase an additional 4-6 trees for the site.*

*Tates Creek Replanting*

Mr. Queary stated that the necessary trees had been secured from 2 local nurseries. He stated that many segments of the corridor may need to be re planted due to the quality of plant material, planting techniques used and lack of routine maintenance.

*North Broadway*

*No report. Mr. Queary will meet with Councilmember Stinnett.*

*Chevy Chase*

Ms. Feigel announced that the RFQ had been submitted to Purchasing and would be advertised later this week.

*Wildflower Project*

Ms. Feigel stated that she met with a UK Agronomist Dr. Tim Phillips and he offered to perform soil tests on several New Circle Rd intersections to determine the best site for the demonstration project.

*Ash Borer Treatment*

Tim Queary stated that a volunteer Mike Canfield a certified arborist has volunteered to treat significant ash trees for the ash borer. He noted that this would save subinterval funds and LFUCG would just need to purchase the treatment chemicals rather than equipment and treatment supplies.

*Versailles Rd Mowing*

Staff stated that the Transportation had still not determined if they would continue mowing. Therefore a purchase order to mow Versailles Rd is pending their decision.

*Richmond Rd Improvements*

Ms. Feigel stated that Joseph Hillenmeyer would not be able to provide an update on this project until late summer.

*Lexington Ribbons Project*

Ms. Feigel stated that M2D continues to work on this project. She stated the project is being redesigned to encompass the area not landscaped from Main and Marilyn Ave. due to the Newtown Pike Extension project construction and placement of underground utilities.

*Monthly Financial Report*

The monthly financial report was given.

*Other Business*

Karen Angelucci provided photos of some landscaping being inappropriately pruned. She asked Bob Carpenter & Tim Queary to investigate.

*Urban Forestry Report*

Monthly report from Mr. Queary was given.

*Bicycle/Pedestrian Report*

Report was given.

The meeting was adjourned at 12:35 PM.

The next Corridors Commission meeting is scheduled for Tuesday June 15 at 11:00 AM.

# Inter-Governmental Committee Summary
April 13, 2010
Chair James called the meeting to order at 1:00. All committee members present

**1. Legal Bills Review Services - Crosbie**

Tom Sweeney, Risk Management was on hand to explain the legal bill review process.

Crosbie asked how LFUCG's legal department handled legal bill reviews and talked about how Fortune 500 companies handled them. She asked about specialized areas and how individuals are hired to review such items. Crosbie asked about paralegals doing work and charging attorney fees, what is the billable rate and who's allowed to do work on certain cases

Sweeney explained how charges are incurred and percentages of savings involving legal bills. Sweeney said we do put specifications in our contracts as to who can do the work.

Lawless said some of the cases being reviewed are lengthy and could equate to hundreds of thousands of dollars. She asked for an example of billing errors and how they might occur. Sweeney explained instances.

Beard asked about negotiations with law firms, saying it sounds like too many layers. He talked about need for face to face communications and using in house attorneys. Beard asked how many responded to the RFQ. Sweeney said two responded.

Sweeney said attorneys don't always have expertise in all fields of the law. Askew commented about cases and how the need for outside counsel is determined.

Crosbie talked about hiring legal reviewers with expertise in each area and using professional services. Askew tried to clarify Crosbie's comments. She does not understand why more outside services aren't used. Askew explained the law's dept. definition of professional services. He talked about cases that come out of our self insurance fund i.e.: EPA case. He explained circumstances of law suits and what type of funds payment would come from, adding different cases require different funds.

James asked what action is required to bring a new business item back before this committee, referring to authorization to retain Wayne Basconi on behalf of LFUCG for legal bill review services. Crosbie said the problem with this new business item, was the multi- year contract. She asked about software systems being a requirement of bids for legal review services.

Martin said it's important to review outside legal bills adding this was a short term compromise when staffing is an issue. We must have clear guidelines and compliance

with these contracts. . James asked Martin what he thought about three year contract term being applied to this new business item. Martin said he is not familiar with our Purchasing policy and the need for terms. He added outside firms work diligently to honor contracts. Sweeney said the rational behind three year term is to lock in price; however there is language in all RFP's to negotiate terms.

A motion by Blues to restore new business item (Authorization to retain Wayne Basconi, Attorney at Law on behalf of LFUCG for Legal Bill Review Services) and move to the full council for approval, seconded by passed with one opposing vote by Beard.

**2. Exit Interviews - Myers**

Paul Schoninger, Staff-to-Council told the committee about the research conducted, looking at other cities, the private sector and Human Resources polices on exit interviews.

Myers talked about need for exit interviews when employees leave on their own, saying it is important to provide information and feelings from employees on why they left and any issues or problems that might be improved upon.

Leslie Jarvis, Acting Director, HR was on hand to answer questions about LFUCG exit interview policy. She said only two divisions currently use this practice. She talked about a program that has not been implemented yet consisting of exit surveys, capturing data both face to face and electronically such as attitude survey and job comparison survey.

Myers said these are all items he would like to see as outcomes. He asked Jarvis to send a memo to all commissioners, copy directors about exit interview procedures. Myers asked Jarvis to talk about work flow and responsibility especially for departments that have a high turn over rate. He also asked about an exit interview template. The only template Jarvis was aware of is used at community corrections and fire.

Myers asked Jarvis to send a copy of exit interview template to Paul Schoninger. Jarvis provided copy of a work flow chart and rough draft of exit interview form. Myers asked about timeline from employee separation to exit interview, adding he would like to see a work group formed to come up with a draft of an exit survey, interview.

Henson asked specifically about Community Corrections and the large turn over there. She noted it's important to look at why people leave and encouraged taking steps to put this procedure in motion.

Blues asked Jarvis about employee participation rate in exit interviews. Jarvis said it would be appropriate to say 25% or at least that could be a goal. Jarvis said there are requirements attached with separations such as giving a two week notice, etc. She said

the exit interview is not the time to gather information that would be gathered in an employee satisfaction survey. Blues suggested the exit interview procedure as criteria for hiring. James referred to the cost of overturn and separation of employees saying she would like to know that number for LFUCG. Myers too would like to see cost of turnover of LFUCG employees and see this info be a part of a work group. He agreed with tying this to a condition of employment. Myers asked Glenda George, LFUCG Law Dept. about legality of this? She replied we can make it a condition for hiring new employees, but can't apply to existing employees.

A Motion by Myers to refer the issue of exit interviews, employee surveys to a work group for further research and development , seconded by Beard, passed without dissent.

3. **Purchasing, Procurement & Professional Services - Crosbie**

A motion by Crosbie to move item 3 (Purchasing, Procurement and Professional Services) to a work group for review seconded by Lawless, passed without dissent.

Brian Marcum, Director of Purchasing was on hand for questions and will participate in the work group. James asked for specifics on what the work group would address. Crosbie explained

4. **Update on Committee Items** - James asked committee members to get with Paul Schoninger with any updates on items in committee. Motion to adjourn 2:35 pm