

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

November 27, 2007

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary-Yes, November 20, 2007, pp. 6-9**
- IV. Budget Amendments – None**
- V. New Business, pp.12-44**
- VI. Continuing Business / Presentations**
 - A. Planning Committee Report**
 - B. Presentation by Dr. Rowe to Lexmark**
 - B. Commerce Lexington Presentation – Anthony Wright**
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Accept Donated Services from Whayne Supply Company for Clearing Rock along Cave Creek on Behalf of the Division of Police, Police Firearms Training Facility. (648-07) (Beatty/Bennett)
This request will authorize the acceptance of donated services from Whayne Supply Company to clear rock along Cave Creek on behalf of the Division of Police, Police Firearms Training facility. In exchange, the rock will be retained by Whayne Supply Company. There is no budgetary impact.**p.12**

- B. Authorization of a Purchase of Service Agreement (PSA) with Midway College on Behalf of the Division of Police. (647-07) (Beatty/Bennett)
This request will authorize a PSA with Midway College at a cost of \$60,000 to allow police officers, who satisfactorily complete the Police Academy, to receive an Associate of Arts degree in Law Enforcement. Funds are budgeted.**pp.13-14**

- C. Authorization of a Purchase of Service Agreement (PSA) with the University of Kentucky for the Continuation of the Bluegrass-Aspendale Revitalization HOPE VI Grant. (658-07) (Helm)
This request will authorize a PSA with the University of Kentucky for \$27,436 for the continuation of the evaluation of the Bluegrass-Aspendale Revitalization HOPE VI grant. Funds are budgeted.**p.15**

- D. Authorization of an Engineering Services Agreement with Fuller Mossbarger Scott and May (FMSM) Engineers, Inc. for the Loch Lomond Drive Stormwater Improvements Project. (646-07) (Martin/D. Kelly)
This request will authorize an Engineering Services Agreement with FMSM Engineers, Inc. for \$60,000 to provide an engineering study and contract documents for the Loch Lomond Stormwater Improvements project approved in the 2007 Capital Stormwater Improvement Projects. Five thousand dollars (\$5,000) had been previously authorized to start the analysis. Funds of \$55,000 for the completion of the project are budgeted.**p.16**

- E. Authorization of a Memorandum of Agreement (MOA) between LFUCG, Transit Authority and Art in Motion, Inc. for the Design and Installation of an Artistic Transit Shelter Adjacent to 1306 Versailles Road. (649-07) (Stevens/Rabold)
This request will authorize a MOA between LFUCG, Transit Authority and Art in Motion, Inc. for no more than \$14,000 for Art in Motion, Inc. to

design and install an artistic transit shelter adjacent to 1306 Versailles Road in conjunction with the Versailles Road Transportation Enhancement grant. On completion, Transit Authority will assume maintenance and insurance for the shelter. Funds are budgeted.**pp.17-22**

F. Authorization of Agreements with Various Agencies for the 21st Century Community Learning Center at Gainesway Empowerment Center and Tates Creek Elementary School – FY2008. (650-07) (King/Helm)

This request will authorize agreements with:

- Fayette County Public Schools for \$7,340 to support part-time teachers to provide after school tutoring, out-of-state training, and copying costs;
- YMCA of Central Kentucky, Inc. for \$3,300 for food and supplies for family nights at Tates Creek Elementary School and support physical activities for Gainesway Community Empowerment Center's Homework Huddle; and,
- The University of Kentucky Research Foundation for \$3,000 for evaluation services. The source of federal funding is the Department of Education under the No Child Left Behind Act.

Funds of \$13,640 are budgeted.**p.23**

G. Authorization of an Agreement with Partners for Youth (PFY) Foundation, Inc. for Implementation of a Truancy Assessment Center Under Title V of the Juvenile Justice and Delinquency Prevention Act. (651-07) (King/Koch)

This request will authorize an agreement with PFY Foundation, Inc. for \$75,691 for the continuation of a Truancy Assessment Center. This center diverts youth from Family Court for habitual truancy to the Court Designated Workers (CDW) program, in collaboration with the Family Counseling Services, Family Court, PFY, Division of Youth Services, University of Kentucky College of Social Work, and other youth-serving organizations. The PFY Foundation, Inc. will be responsible for implementation and operation of the program and for documentation of in-kind match of \$33,864 from Family Court and Fayette County Public Schools. Source of federal funds is Title V of the Juvenile Justice and Delinquency Prevention Act of 1974. Funds are budgeted.**p.24**

H. Authorization to Amend the 2007 and 2005 Consolidated Plans. (652-07) (King/Koch)

This request will authorize an amendment to the:

- 2007 Consolidated Plan to establish a new project using Community Development Block Grant (CDBG) funds. This project will design and construct a six-foot deep, four-foot bottom with side slopes rising at a 3:1 slope open channel system starting on Bryan Avenue to Morgan Avenue to restore the surface flow characteristics of this area. This will require the acquisition of property and relocation of residents. Slight to moderate regrading will be required at the rear of 1406 and 1408 Bryan Avenue.

Funds to support this project will come from funds currently budgeted for public improvements. Estimated cost for acquisition of property, relocation of residents and demolition of structures is \$500,000. The construction and installation of culverts is estimated at \$210,000; and,

- 2005 Consolidated Plan from construction of a new athletic field to the reconstruction and expansion of parking lot and walkway at Valley Park to bring both areas in compliance with Americans with Disability Act. Construction of the athletic field will be accomplished with nonfederal funds. The original cost for the athletic field will not be affected.

A public hearing is scheduled for December 6, 2007 to amend the 2007 and 2005 Consolidated Plans.pp.25-26

I. Authorization to Amend Resolution No. 50-2006 to Include 808 East Loudon Avenue. (653-07) (Askew)

This request will authorize an amendment to Resolution No. 50-2006 to include 808 East Loudon Avenue, owned by Bluegrass Baptist Church, for a fee simple right-of-way at no additional cost to complete the project along with other properties listed in the original resolution.p.27

J. Authorization of a Temporary Construction Easement for the Elizabeth Street Drainage Improvements Project. (654-07) (Martin/D. Kelly)

This request will authorize a temporary construction easement of 567 square feet at 218 Floral Park at a cost of \$225 for the Elizabeth Street Drainage Improvements project. Funds are budgeted.p.28

K. Authorization to Approve the 2008 General Term Orders for the Fayette County Sheriff and the Fayette County Clerk. (655-07) (Koch)

This request will authorize the approval of the 2008 General Term Orders for the Fayette County Sheriff and the Fayette County Clerk required by the Kentucky Constitution. Each officer is to operate from 75% of the fees and commissions with the remaining 25% to be paid to LFUCG quarterly.pp.29-33

L. Authorization to Compensate Department of Finance and Administration Staff for STARS Implementation and Closing of Financials for FY2007. (656-07) (Koch)

This request will authorize the compensation of Department of Finance and Administration staff for the time accumulated by staff members to implement STARS and to close FY2007 financials. Most staff members have now reached the eighty (80) hours maximum for compensatory time. To further compensate employees, request the compensatory time be retroactive to October 15, 2007 and will not continue beyond January 15, 2008; compensation will be 20% of the employee's base salary; and additional compensation will require the approval of the Commissioner, Department of Finance and Administration and the Senior Advisor for

Management. The financial impact will be less than \$30,000 and will be paid from funds allotted for STARS implementation.**p.34**

- M. Authorization of a Client Engagement Agreement with Metaformers, Inc. for the Development and Implementation of the PeopleSoft Enterprise Performance Management (EPM) Module for STARS. (657-07) (Koch)
This request will authorize the approval of a Client Engagement Agreement with Metaformers, Inc. professional services at a cost of \$344,800 to develop and implement the PeopleSoft EPM module for STARS with the Department of Finance and Administration. Metaformers, Inc. was initially retained by LFUCG for data cleanup and implementation issues for the financials phase of the STARS project. Funds are budgeted.**pp.35-42**
- N. Authorization to Renew Merchant Services Contract with National City. (659-07) (O'Mara/Koch)
This request will authorize the renewal of the Merchant Services Contract with National City for the Tates Creek, Lakeside, Avon, Picadome, Meadowbrook, and the Kerney golf courses, and the Concentration – Parking, Children's Museum, Carnegie Center, Bluegrass Minority Business Expo, and The Lexington Store for credit card processing services. Funds are budgeted at an estimated cost of \$15,000 for remainder of FY2008.**p.43**
- O. Authorization to Create Section 2-18 of the Code of Ordinances to Authorize the Mayor to Appoint a Designee to Act as Proxy on the Board of Health. (660-07) (Rabold)
This request will authorize the creation of Section 2-18 of the Code of Ordinances to authorize the Mayor to appoint a designee to act as proxy for all purposes at any meeting of the Board of Health of the Lexington-Fayette County Health Department that the Mayor is unable to attend.**p.44**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

November 20, 2007

Mayor Newberry chaired the meeting, calling it to order at 3:10 pm. All Council Members were present, except CM Crosbie.

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

A motion by CM Ellinger to approve the summary from November 13, 2007 was seconded by CM DeCamp, passed unanimously.

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

- A. Authorization of an Agreement with Brandstetter Carroll, Inc. for the Architectural Design of the New Senior Citizens' Center. (415-07) (Hancock/Helm)
- B. Authorization of a Rental Agreement with the Lexington Center Corporation for the 2007 Kentucky Christmas Chorus. (639-07) (Ebel/J. Kelly)
- C. Authorization of an Engineering Services Agreement with Nesbitt Engineering, Inc. for the Whitemark Court Stormwater Improvements Project. (641-07) (Martin/D. Kelly)
- D. Authorization of an Assignment of Preservation and Conservation Easement to the Fayette County Rural Land Management Board, Inc. (642-07) (Van Pelt/J. Kelly)
- E. Authorization of a Permanent Storm Sewer Easement and a Temporary Construction Easement at 224 Forest Park Road for the Elizabeth Street Drainage Improvements Project. (644-07) (Martin/D. Kelly)

F. Authorization of an Engineering Services Agreement with Strand Associates, Inc. for the Appomattox Road Culvert Replacement Project. (645-07)
(Rayan/D. Kelly)

A motion by CM DeCamp to approve new business items A-F, seconded by CM Stinnett passed unanimously.

VI. Continuing Business / Presentations

A. Intergovernmental Committee Report

This report was given by Chair CM Moloney. 1 motion came forward.

A motion by CM Moloney to have the request to rename a Park be submitted to the Planning Committee, seconded by CM Beard, passes unanimously.

B. Dog Task Force Presentation

This presentation was given by Chair CM Stinnett. There were no motions to come forward.

CM Stinnett stated that they had 6 task force meetings. He thanked the task force members along with his Aide, Dina Melvin. Their mission was to 1. review the staffing issue at the Animal Care & Control office; 2. review the leash ordinance; 3. review the kennel ordinance; and 4. review the barking/noise ordinance. In summary, the task force looked at 140 complaints over a 2 week period. He noted that citizens want 1. Quicker response time; 2. Knowledge-options; 3. Tougher laws; 4. Safer neighborhoods/better quality of life; 5. End their frustration. Animal Control & Care are not employed by LFUCG and the Humane Society is not a government agency. The task force found that the # 1 problem is not being able to enforce the current ordinances. The recommendations from the task force were 1. hire 6 more A C & C officers; 2. hire 3 more auxiliary personnel; 3. acquire 3 more vehicles. Other recommendations were: Council to review ordinance regarding animals, cats, and vicious dogs; 2. review status of service; 3. Co. Attorney's office to establish diversion program for offenders; 4. better public education; 5. establish oversight board; 6. establish more dog parks; and 7. organize an education booklet.

CM Gorton requested to speak. She stated that the A C & C officers' salary was very low. She also asked Andrea Weddle of the Dept. of Law if we needed to update information concerning dog parks. The answer was that we did not need any other updates.

CM McChord requested to speak. He thanked CM Stinnett for his work on this issue. He also asked what the next step from Council is. CM Stinnett

said that public input is still to be had and that Council should support the recommendations.

Other CMs made statements and asked questions. Bert Hawkins, retiring Dir. of the Lexington Humane Society, was congratulated on his years of dedicated service.

VII. Council Report

CM Gorton- Stated that CMs should have recd the Storm Water Oversight Committee packet; stated also that they should have recd the proposed Council Calendar for 2008; asked if other CMs had recd emails referencing no officials attended the Veterans Day Parade; clarified that she was out of state celebrating her daughter's 30th birthday and that she had not recd an invitation.

A motion by CM Gorton to place the proposed 2008 Council Calendar on the docket for December 6th, seconded by CM James, passed unanimously.

Mayor Newberry stated that he had not recd an invitation and did not just show up because it could have been taken as a political move.

CM McChord- KY Recreation & Parks Society honored several of LFUCG Parks' employees: Evelyn Bologna, Phyllis Arnold, Debbie Holleran, Diane Bonfert, Lexington Therapeutic Fitness Program, and Toyota American League; wished Dunbar Band well on their trip to the Macy's Thanksgiving Day parade.

A motion by CM McChord to place on the docket for December 6th a 4-way stop at Cornwall Dr. and Cromwell Way, seconded by CM Myers passed unanimously.

CM Blevins- A motion by CM Blevins to approve the NDF list for November 20, 2007, seconded by CM James, passed unanimously.

CM Myers- Re-iterated the Mayor's Night Out for the Tates Creek NA on 11/26 at 7 pm at Tatesbrook Church on the corner of Trent Blvd and Appian Way; congratulations to Park Place NA newly elected President Jeremy Brand; there will be 2 NA meetings on 11/29: at 6 pm the Mt McKinley neighborhood and at 7 pm the Carriage Lane neighborhood, both at the HBAR offices located at 3146 Custer Dr.

CM Blues- Announced the Northside Transportation Issues meeting on 11/27 at 7 pm at the Wesley United Methodist Church on Russell Cave Rd; also announced 2 NA meetings on 11/27 at 7 pm: Oakwood NA at the shelter

and Radcliff-Marlboro NA at the Northside Library.

CM Beard-Wished everyone a happy & safe Thanksgiving.

A motion by CM Beard to place into the Services Committee the matter of the Zandale ditch, seconded by CM Gorton, passed unanimously.

CM Stevens-Gave Corridors Committee Report; asked Council for authorization for Forestry to apply for a grant from Home Depot; the answer was yes to go ahead and apply.

CM Stinnett-Thanked Comm. Kelly and Leo McMillen, Dir. of Streets, Roads, & Forestry for paving Bryan Rd and Hamburg last Friday; announced the BSHS stakeholders meeting at 7 pm on 11/26 in the auditorium; on 11/27 Eastland Pkwy NA will meet at 6:30 pm at Christ Center Church.

CM James-Reminded Loudon NA of meeting tonight at 7 pm at 634 E. Loudon; thanked security for assistance in getting in and out of the building at 1055 Industry Rd at her neighborhood meeting; re-iterated Northside Transportation Issues meeting on 11/27; wished everyone a happy Thanksgiving.

CM Moloney-Stated that he had recd calls from employees which caused him to have a concern about the health care benefits-it seemed as if more money was being added to the Police & Firefighters accounts than the other employees who do not have collective bargaining. The Mayor stated that it might seem that way but the administration actually have increased the amount that is to go toward everyone else. CM Moloney stated that the Mayor might want to explain this to the UCG employees.

A motion by CM Moloney to place on the docket a 4-way stop at Addison Ave and Unity, seconded by CM Stinnett, passed unanimously.

CM Lane-Asked Comm. Kelly for an update on Saron Drive; asked if it would be complete before bad weather set in-the answer was yes.

VIII. Mayor's Report-None

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

A motion by CM Stevens to go into closed session, seconded by CM Lane passed unanimously.

Work Session was adjourned from closed session at 6:30 pm.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

10

November 27, 2007 Work Session

If the item listed below is on the Agenda, approval of the listed Item 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
652-07	BA 1136	Community Development	Amend CDBG budget for Meadows/Northland/Arlington Public Improvements Project for the required acquisition and relocation of properties to construct an open channel system. A Public hearing is required.
G			3120 500,000 3120 500,000CR 0*

EFFECT ON FUND BALANCES

FUND 3120 0* NO EFFECT ON: US DEPT OF HOUSING & URBAN DEV

Budget Information for New Business Items

November 27, 2007 Work Session

Item	Number	Amount	Fund	Name / Description
A	648-07	NA		
B	647-07	60,000	1101	General Services District Fund
C	658-07	27,436	1101	General Services District Fund
D	646-07	60,000	2522	Public Works
E	650-07	13,640	3180	US Dept Of Education
F	651-07	75,691	3140	US Dept Of Justice
G	652-07	710,000	3120	US Dept Of Housing & Urban Dev Budget Amendment (BA is for \$500,000)
H	653-07	NA		
I	654-07	225	2522	Public Works
J	655-07	NA		
K	656-07	30,000	2514	2005 Bond Projects Fund
L	657-07	344,840	2514	2005 Bond Projects Fund
M	659-07	15,000		Various
N	660-07	NA		
O	649-07	14,000	1101	General Services District Fund



Lexington-Fayette Urban County
Division of Police
MEMORANDUM
Lexington, Kentucky

DATE OF ISSUE

November 7, 2007

EFFECTIVE DATE

648-07

NUMBER

12

COP:
07/1047

To:

Jim Newberry, Mayor
Urban County Council

SUBJECT:

Council Approval (Blue Sheet) –
Approval of Donated Items for
Rock Removal Project at the
Police Firearms Training Facility

From:

Anthany Beatty
Chief of Police

Please find attached a blue sheet requesting approval to accept the listed donated item from Whayne Supply Company for the rock removal project at the Police Firearms Training Facility, 4300 Airport Road.

Donated Item:

- Whayne Supply Company – Donating the use of one excavator and/or bulldozer for clearing rock along Cave Creek, valued at \$3000.00.

There will be no budgetary impact. If you have any questions or require additional information, please contact me.

Anthany Beatty
Chief of Police

DB

AB/rmh

Attachment

cc: Tim Bennett, Commissioner



Lexington-Fayette Urban County
Division of Police
MEMORANDUM
Lexington, Kentucky

DATE OF ISSUE

September 17, 2007

EFFECTIVE DATE

647-07

NUMBER
COP:
07/0937

13

To:

Jim Newberry, Mayor
Urban County Council

SUBJECT:

Council Approval (Blue Sheet) -
Purchase of Service Agreement
Midway College

From:

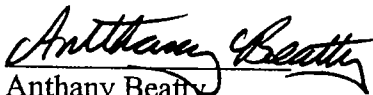
Anthany Beatty
Chief of Police

Please find attached blue sheet and Purchase of Service Agreement between Midway College and Lexington-Fayette Urban County Government, Division of Police. This agreement will allow for officers who satisfactorily complete the Police Academy courses and the general education courses, to receive an Associate of Arts in Law Enforcement degree from Midway College.

The Division of Police is requesting approval from the Urban County Council to authorize Mayor Jim Newberry to sign the attached agreement. Upon signing please return original agreement to the Division of Police.

There will be a budgetary impact of \$60,000, which will be paid in two increments. The first increment in the amount of \$30,000 shall be paid 30 days after the services begin, and the second increment of \$30,000 shall be paid one year after the first incremental payment. This agreement should be considered automatically renewable upon consent of both parties.

This agreement will be funded out of account 1101-505501-5511-78110.


Anthany Beatty
Chief of Police

AB/rmh

Attachment

cc: Tim Bennett, Commissioner

647-07

PURCHASE OF SERVICE AGREEMENT

This Agreement entered into this 2 day of November, 2007, by and between Midway College and Lexington-Fayette Urban County Government, referred to herein as LFUCG, sets forth the understanding between the parties hereto for educational services to be performed by Midway College.

Midway College, having evaluated courses offered through the Lexington Police Academy, will award the degree, Associate of Arts in Law Enforcement, to those who satisfactorily complete the Police Academy courses and the general education courses, Midway College will award the degrees on completion of the recruit's probationary period, subject to approval by vote of the Midway College Board of Trustees in May of each academic year.

The Term of the Agreement shall begin when signed by the parties hereto and shall continue until cancelled by either party by giving notice of intent to do so. This agreement shall automatically renew upon the same terms and conditions until cancelled by either party. Each renewal is subject to sufficient funds being appropriated by the Urban Council County for each fiscal year.

The Agreement may be cancelled by either party by giving notice to the other party when a particular cohort finishes all its classes, or by giving similar notice prior to the beginning of subsequent cohorts.

A "cohort," as used herein, refers to a group of recruits, i.e., a Police Academy class of up to 40 students that take all the courses together that lead to the degree.

Compensation to Midway College by LFUCG for services provided under this Agreement shall be \$60,000 per cohort, for up to 40 students in the cohort. Compensation to Midway College for cohorts with 41 or more students shall be as mutually agreed to by the parties for the additional students.

Payments to Midway College for each cohort shall be in two equal increments. The first increment in the amount of \$30,000 shall be paid 30 days after the cohort begins, and the second increment of \$30,000 shall be paid one year after the first incremental payment.

Agreed:

For Midway College:

William B. Drake, Jr. Date signed 11/2/07
William B. Drake, President

For Lexington-Fayette Urban County Government:

_____ Date signed _____
Jim Newberry, Mayor



658-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Adult & Tenant Services

November 19, 2007

MEMORANDUM

TO: Jim Newberry, Mayor
Lexington-Fayette Urban County Council Member
Joseph Kelly, Senior Advisor

FROM: Marlene Helm, Commissioner *mhelm*

RE: HOPE VI-Community and Supportive Services-Purchase of Service Agreement

I am writing to request authorization for the Lexington-Fayette Urban County Government-Department of Social Services-to enter into a Purchase of Service Agreement for \$27,436 with the University of Kentucky for the continuation of the evaluation of the Bluegrass Aspendale Revitalization HOPE VI grant.

Attached you will find the budget for the evaluation portion of this grant. The UK researchers conducting the evaluation are Drs. Retia Walker and Hazel Forsythe.

Funds for this Purchase of Service Agreement are budgeted through the HOPE VI grant.

If you have questions, please feel free to contact me by phone (258-381 or email (mhelm@lfucg.com)).

HORSE CAPITAL OF THE WORLD

1055 Industry Road Lexington, KY 40505 (859) 258-3810 www.lfucg.com



646-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Water and Air Quality

MEMORANDUM

TO: The Mayor
Urban County Council

FROM: David A. Carroll, P.E. *DAC*
Municipal Engineer, Senior

DATE: November 14, 2007

Re: Council Approval of Contract with Fuller Mossbarger Scott and May
(FMSM) ENGINEERS for
Loch Lomond Drive Stormwater Improvements: P505

Through the standard consultant selection process and in accordance with CAO Policy #1, FMSM Engineers, Inc has been selected to provide an engineering study and contract documents for the Loch Lomond Stormwater Improvements capital project. This project is part of the 2007 Capital Stormwater Improvement Projects that was approved earlier this year.

The total engineering cost for this project is \$60,000. It may be noted that \$5000 has been previously authorized to start the preliminary analysis and encumbered leaving a remaining contract amount of \$55,000. Funds are budgeted in 2522-303204-3321-92211.

We recommend the Urban County Council authorize the Mayor to execute an agreement with FMSM Engineers Inc, for this work.

Please call David Carroll at x3426 if you have any questions.

Thank you.

APPROVED:

Charles Martin, P.E.
Director, Division of Water &
Air Quality

Don C. Kelly, P.E.
Commissioner of Public Works &
Development. And
Acting Commissioner of
Environmental Quality

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HORSE CAPITAL OF THE WORLD101 East Vine Street 4th Floor Lexington, KY 40507 Ph: (859)258-3410 Fax: (859)258-3458 www.lfucg.com



649-07¹⁷

Lexington-Fayette Urban County Council

Jim Gray
Vice Mayor

Linda Gorton
At-Large Member

Chuck Ellinger II
At-Large Member

Andrea James
1st District

Tom Blues
2nd District

Dick DeCamp
3rd District

Julian Beard
4th District

David B. Stevens
5th District

Kevin O. Stinnett
6th District

K. C. Crosbie
7th District

George G. Myers
8th District

Jay McChord
9th District

Don Blevins
10th District

Richard P. Moloney
11th District

Ed Lane
12th District

TO: Jim Newberry, Mayor
Urban County Council

FROM: David Stevens, Chair
Corridors Committee

DATE: November 12, 2007

SUBJECT: Request Council Authorization of an Agreement with Transit Authority Lexington-Fayette (Lextran) and Art in Motion, Inc for the Design and Installation of an Art/Bus Shelter adjacent to the Versailles Rd Campus facility at 1306 Versailles Road.

Earlier this year the Corridors Committee recommended approval of an agreement with Lextran and Art in Motion, Inc to design, install and maintain an art/bus shelter at 1306 Versailles Rd in conjunction with the Versailles Road Transportation Enhancement grant.

Art in Motion will design and build the art/bus shelter for the sum of no more than \$ 14,000. Lextran has agreed to maintain and insure the shelter.

This cooperative effort will greatly enhance the Versailles Road corridor and augment the visibility of Lextran while providing public art along a very important corridor in Lexington-Fayette County.

Should you need any further information please do not hesitate to contact me.

A handwritten signature in cursive script, appearing to read "David Stevens".

David Stevens, Chair
Corridors Committee

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into this _____ day of _____, 2007, by and among the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter LFUCG), an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507; **TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter Organization), with offices located at 109 West Loudon Avenue, Lexington, Kentucky 40508; and **ART IN MOTION, INC.**, a Kentucky non-profit corporation (hereinafter Corporation), with its principal office of business at 311 Irvine Road, Lexington, Kentucky 40502.

WITNESSETH:

WHEREAS, maintaining attractive corridors into the downtown is essential for maintaining the economic vitality of Lexington; and

WHEREAS, public transportation as provided by Organization is essential for maintaining the economic vitality of Lexington; and

WHEREAS, Corporation seeks to advance the maintenance of attractive corridors and promote public transportation by designing and installing artistic transit shelters along major corridors in the urban county; and

WHEREAS, the Versailles Road corridor is a major corridor into downtown and needs a transit shelter to serve the customers of Organization; and

WHEREAS, Corporation proposes to design and construct an artistically designed transit shelter (hereinafter Art Shelter) within the segment of Versailles

Road covered by the T.E. Program Grant for the Versailles Road Corridor Enhancement Project, specifically adjacent to 1306 Versailles Road, property owned by the Government and known as the Versailles Road Campus.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Corporation and Organization shall work together to obtain any necessary encroachment permits from the Kentucky Transportation Cabinet for the proposed location of the Art Shelter.
2. Corporation shall conduct a design contest for the purpose of obtaining an appropriate and artistic design for the Art Shelter which will be handicap accessible, bike compatible, compliant with all state and local requirements, and low maintenance in materials and construction.
3. Both Organization and LFUCG shall participate in the selection process for the final design of the Art Shelter.
4. Corporation shall contract for and supervise the construction of the Art Shelter and Organization shall provide for installation of the Art Shelter. Corporation and Organization shall be responsible for the removal of any and all construction equipment and materials subsequent to completion of construction and installation, and for the return of the right-of-way to its preconstruction condition or better, with the exception of the new Art Shelter. Any damage to the right-of-way shall be repaired in a manner reasonably satisfactory to LFUCG. All construction shall be conducted in a safe manner and shall permit reasonable pedestrian and vehicular movement. Any permits or approvals required for lane

649-07

closings shall be the responsibility of Organization with assistance from Corporation.

5. Corporation shall indemnify and hold harmless LFUCG against and from any and all claims, damages, causes of action and demands of any kind or nature, from third parties, arising out of or in connection with the design and construction of the Art Shelter within and upon the public right-of-way, unless such claims, damages, causes of action or demands are a result of action by LFUCG or its agents or employees.

6. The Corporation shall require any and all contractors, providing services or performing work on their behalf to maintain in force at all times during the term of the design and fabrication of the structure contemplated herein Commercial General Liability Insurance Coverage against claims which may arise from or in connection with the work performed in the principal amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, per policy year, for any act or omission in providing those services. Additionally, the Corporation shall also require that they maintain during the term of the services Commercial Automobile Liability Insurance coverage with combined single limits of not less than \$1,000,000 per occurrence. Said policies shall name "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest, the Bluegrass Community Foundation and Art in Motion, Incorporated" as "additional insureds." Corporation shall also require that they maintain Workers Compensation

Insurance as required by the Kentucky Revised Statutes and Employer Liability Coverage equal to \$1,000,000. All policies of insurance shall be placed with an insurer authorized to do business in the Commonwealth of Kentucky with a rating classification of no less than VIII, as defined by the most current Best's Key Rating Guide. The policy shall provide that such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to LFUCG.

7. Upon completion of construction, Organization shall assume all responsibilities of installation, ownership and maintenance of the Art Shelter and shall indemnify and hold harmless LFUCG against and from any and all claims, damages, causes of action and demands of any kind or nature, from third parties, arising out of or in connection with maintenance of the Art Shelter within and upon the public right-of-way, unless such claims, damages, causes of action or demands are a result of action by LFUCG or its agents or employees. Organization shall maintain the Art Shelter in as good condition as when the construction was completed, with the exception of ordinary wear and tear, and shall be responsible for replacement of the Art Shelter with a similar or otherwise acceptable shelter should such become necessary, such acceptability to be determined by agreement of the parties hereto.

8. LFUCG shall contribute to Corporation the sum of Fourteen Thousand Dollars (\$14,000) from funds received in a Transportation Enhancement grant for the Versailles Road corridor, said funds to be used in the design and construction of the Art Shelter.

9. Any intention to create a joint venture or partnership relations between the parties hereto is hereby expressly disclaimed.

10. This Memorandum of Agreement shall be construed under the laws of the Commonwealth of Kentucky wherein the public right-of-way is situated.

11. This Memorandum of Agreement and any addenda or exhibits attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings among the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties here unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

12. This Memorandum of Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement by and through their authorized agents on the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Jim Newberry, Mayor

ARTS IN MOTION, INC.

BY: _____
Its _____



650-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Community Development

**TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: NOVEMBER 19, 2007

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENTS WITH
VARIOUS AGENCIES FOR PARTICIPATION IN THE 21ST CENTURY
COMMUNITY LEARNING CENTER PROGRAM AT THE GAINESWAY
EMPOWERMENT CENTER AND TATES CREEK ELEMENTARY SCHOOL—
FY 2008**

On November 15, 2007 (Ordinance No. 259-2007), Council approved the acceptance of an award of federal funds from the Kentucky Department of Education for continuation of the afterschool programs at Gainesway Community Empowerment Center and Tate Creek Elementary School. The source of federal funds is the Department of Education, as authorized under the No Child Left Behind Act, Title IV, Part B.

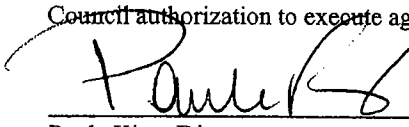
The approved grant agreement provides for contractual services to be provided by the following community partners: who have agreed to cooperate and participate in various components of the approved program. These agreements are:

- Fayette County Public Schools in the amount of \$7,340 for the support of part-time teachers to provide children with afterschool tutoring, out of state training, and copying costs.
- YMCA of Central Kentucky, Inc., in the amount of \$3,300 for food and supplies for family nights at Tate Creek Elementary School and to support physical activities for Gainesway Community Empowerment Center's Homework Huddle students.
- University of Kentucky Research Foundation in the amount of \$3,000 for evaluation services.

Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCOUNT	BUD REF	ACTIVITY	PROJECT
3180	606401	6401	71200	2008	DEFAULT	21 ST CENTURY

Council authorization to execute agreements is hereby requested.


Paula King, Director

Cc: Marlene Helm, Commissioner, Department of Social Services

HORSE CAPITAL OF THE WORLD

200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com





651-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: NOVEMBER 16, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENT
WITH PARTNERS FOR YOUTH FOUNDATION, INC., FOR
IMPLEMENTATION OF A TRUANCY ASSESSMENT CENTER UNDER
TITLE V OF THE JUVENILE JUSTICE AND DELINQUENCY
PREVENTION ACT

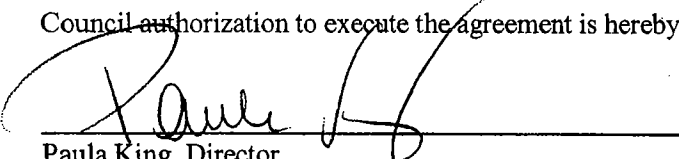
On August 23, 2007 (Ordinance # 193-2007), the Urban County Council approved acceptance of federal funds from the Kentucky Department of Juvenile Justice for implementation of a truancy assessment center. The approved grant application provides for the use of federal funds in the amount of \$75,691 for the continuation of a Truancy Assessment Center. The truancy assessment center diverts youth from Family Court for habitual truancy to the Court Designated Worker Program (CDW), building upon a collaborative working relationship among Family Counseling Services, Family Court, Partners for Youth, Division of Youth Services, University of Kentucky College of Social Work, and other youth-serving organizations. The Truancy Assessment Center employs a holistic approach in addressing the truancy problem, developing a case plan with the family and providing intensive case management services.

The proposed subrecipient agreement provides for Partners for Youth Foundation to be responsible for implementation and operation of the program and for documentation of in-kind match in the amount of \$33,864 which will come primarily from Family Court and Fayette County Public Schools. Source of federal funds is Title V of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended.

Funds are budgeted as follows:

FUND	DEPT ID	SECTION	ACCOUNT	BUD REF	ACTIVITY	PROJECT
3140	133005	0001	71200	2008	DEFAULT	TITLE V

Council authorization to execute the agreement is hereby requested.


Paula King, Director**HORSE CAPITAL OF THE WORLD**200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com



652-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

**TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL**

**FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: NOVEMBER 19, 2007

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO AMEND THE 2007
CONSOLIDATED PLAN TO PROVIDE FOR THE ESTABLISHMENT
OF A NEW COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
AND TO AMEND THE 2005 CONSOLIDATED PLAN TO PROVIDE
FOR A CHANGE IN SCOPE OF WORK FOR THE VALLEY PARK
PROJECT--REQUIRES PUBLIC HEARING ON DECEMBER 6,
2007**

The Division of Community Development recommends that the following new project be established in the 2007 Consolidated Plan using Community Development Block Grant funds:

The design and construction of an open channel system beginning on Bryan Avenue to Morgan Avenue. The open channel will be up to six feet deep and have a four foot bottom width, with side slopes rising at a 3:1 slope. Restoring the surface flow characteristics of this area via the open channel will require acquisition and relocation of residents from six properties. The affected addresses are 405, 406, 407 and 408 Shawnee Avenue; 1426 Bryan Avenue and 400 Meadow Park. Temporary construction easements, for the purpose of slight-to-moderate re-grading, would be needed at the rear of 1406 and 1408 Bryan Avenue. Funds to support this project will come from funds currently budgeted for public improvements in the 2007 Consolidated Plan. Original plan provided for curb, gutter, sidewalk, and street improvements to a portion of Highland Park. These activities have not been cancelled, but are being rescheduled for a later time. Estimated cost of property acquisition, relocation of residents, and demolition of structures for this project is \$500,000. Construction of channel and installation of culverts is estimated at \$ 210,000. These funds are budgeted in the Community Development Block Grant for Consolidated Plan Year 2007 for public improvements.

It is also recommended that the following change be made to a project in the 2005 Consolidated Plan using Community Development Block Grant funds:

Original plan provided for the construction of a new athletic field at Valley Park. Amendment is proposed to use these federal funds for the reconstruction and expansion of parking lot and reconstruction of walkway, at Valley Park, bringing both components into compliance with ADA. Construction of new athletic field will be accomplished with non-federal funds. Original project cost of \$60,000 will not be affected.

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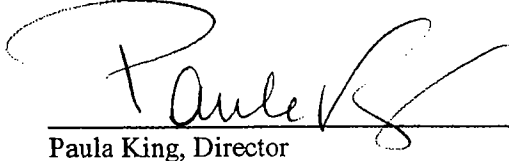
200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com



652-07

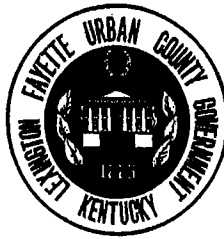
Since these are substantial changes to previously approved Consolidated Plans, a public hearing is necessary prior to approval of plan amendments by the Urban County Council. This requirement for a public hearing to review new CDBG projects and substantial changes to existing CDBG projects is required by both federal regulations and the approved Citizens Participation Plan.

Council authorization to amend the 2007 Consolidated Plan, establishing a new project, "Open Channel on Bryan Avenue" and to amend the 2005 Consolidated Plan, providing for a change in the scope of work for the Valley Park project, is hereby requested.



Paula King, Director

Xc: Kyna Koch, Commissioner of Finance and Administration
Don Kelly, Commissioner of Public Works
Kimra Cole, Commissioner of General Services



653-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of Law

TO: Jim Newberry, Mayor
Members, Urban County Council

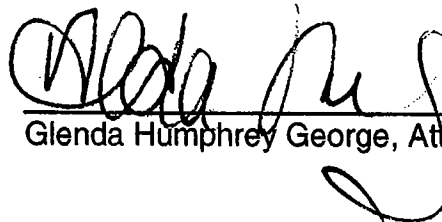
FROM: Department of Law

DATE: November 16, 2007

RE: Amending Resolution 50-2006

Council authorization is requested to amend Resolution 50-2006 which authorized and directed the Mayor to execute a consideration certificate and accept a deed conveying a temporary construction easement, permanent easement, traffic signal easement, and fee simple right-of-way from Bluegrass Baptist Church for the property located at 812 and 820 East Loudon Avenue. In order to complete this project, it is necessary to obtain fee simple right-of-way from Bluegrass Baptist Church for the property located at 808 East Loudon Avenue as well at no additional cost. Resolution 50-2006 will be amended to include 808 East Loudon Avenue.

If you have any questions or need additional assistance, please let me know.



Glenda Humphrey George, Attorney Sr.

cc: Joe Kelly, Senior Advisor
Council Office

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HORSE CAPITAL OF THE WORLD

**P. O. Box 34028 Lexington, KY 40588-4028 (859) 258-3500 Fax: (859)258-3538 www.lfucg.com

****Please note new mailing address**



654-07

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Mary Bennett *MB*
Engineering Technician

Date: November 19, 2007

Re: Resolution Authorizing Acceptance of Deed
Project No. 384 - Elizabeth Street Drainage Improvements

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of temporary construction easement for the Elizabeth Street Drainage Improvements project. The deed will be from John and Jane Pappas at a cost of \$225.00 for the acquisition of 567 square feet of temporary construction easement from the property located at 218 Floral Park.

Funds for the payment are currently budgeted. Acceptance of the deed in payment of the consideration is recommended.

Approved by:

Charles H. Martin, P.E.
Director, Division of Water and Air Quality

Don C. Kelly, P.E., Commissioner
Department of Public Works and Development

Attachments

c: Robert Bayert, P.E. David Carroll, P.E. Glenda George Yvonne Stone File

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Donald W. Blevins

Clerk of Fayette County



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655 - 07

TO: MAYOR JIM NEWBERRY
MEMBERS, URBAN COUNTY COUNCIL

FROM: DON BLEVINS
FAYETTE COUNTY CLERK

A handwritten signature in cursive script, reading "Don Blevins".

RE: GENERAL TERM ORDER
CALENDAR YEAR 2008

Submitted herewith are the 2008 General Term Orders for the Fayette County Clerk and the Fayette County Sheriff.

These two officers are fee officers in county government. According to the Kentucky Constitution, each of these officers is to operate from 75% of the fees and commissions authorized by statutes with the remaining 25% paid over to the LFUCG quarterly. Thus the document presented deals with the projected expenditures of each office in three categories comprising the 75% of fees and commissions received.

The LFUCG Council should approve the General Term Order for each officer and then be signed by the Mayor for submission to the County Fee Division of the Finance Cabinet by each officer. Each expenditure is authorized by the pertinent officer and submitted to the Cabinet for review and approval.

Please have the appropriate Resolution prepared by the Law Department and submitted to the Council Docket for approval.

GENERAL TERM ORDER

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655-07

County of Fayette

Date November 16, 2007

Order Authorizing Expenditures

Office of County Clerk

Calendar Year 2008

Comes, Donald W. Blevins, in person and writing filed, in accordance with KRS 64.345, requesting the authorization of expenditures for his/her office for the calendar year 2008.

Whereas, the receipts, to the 75% account, of the office of the County Clerk for the calendar year 2006 were \$4,609,975, and for the calendar year 2007 were \$5,500,000 (est.), and, whereas, I estimate the receipts for the calendar year 2008 to be \$8,800,000.

Estimated Receipts Calendar Year <u>2008</u>	<u>\$6,800,000</u>
--	--------------------

Surplus or (Deficit) December 31, <u>2007</u>	<u>\$ 800,000 (est.)</u>
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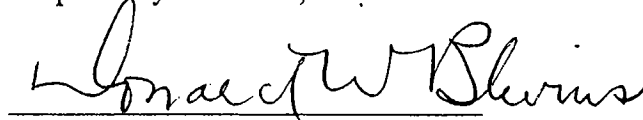
Estimated Funds Available Calendar Year <u>2008</u>	<u>\$7,600,000</u>
---	--------------------

It is hereby moved that the County Clerk be allowed to expend the total sum of \$7,600,000 for the operation of the office during the calendar year 2008. It is hereby further requested that this total sum of \$7,600,000 be allocated as follows:

Salaries and Employer's Share of F.I.C.A.,	
Retirement & Insurance	<u>\$5,942,969.06</u>
Regular Office Expenses	<u>\$ 750,000.00</u>
Equipment	<u>\$ 907,030.94</u>
Total	<u>\$7,600,000.00</u>

The County Clerk further requests, that with the amount of \$5,942,969.06 requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ deputies as listed on page two of this request with the understanding that all deputies will serve at the pleasure of the said County Clerk with the County Clerk having full power of substitution from time to time as he/she may see fit.

Respectfully submitted,



Donald W. Blevins, Fayette County Clerk

APPROVED AND ORDERED BY:

Jim Newbery, Mayor

BREAKDOWN OF
REQUEST FOR SALARIES, FICA,
RETIREMENT AND INSURANCE

	Each Monthly Salary Not to Exceed	Annual Salary	Retirement Employee	Retirement Employer	Annual Salary Less Employee Retirement	FICA	Insurance	Payroll Cost Each Deputy	Total Payroll Cost
	1	2	3	4	5	6	7	8	9
Elected Official	1 \$ 8,365.00	\$ 100,380.00	\$ 5,019.00	\$ 16,231.45	\$ 95,361.00	\$ 7,295.12		\$ 123,906.56	\$ 123,906.56
Deputies	4 \$ 7,800.00	\$ 93,600.00	\$ 4,680.00	\$ 15,135.12	\$ 88,920.00	\$ 6,802.38		\$ 115,537.50	\$ 462,150.00
	10 \$ 5,084.00	\$ 61,008.00	\$ 3,050.40	\$ 9,864.99	\$ 57,957.60	\$ 4,433.76		\$ 75,306.75	\$ 978,987.75
	13 \$ 4,210.00	\$ 50,520.00	\$ 2,526.00	\$ 8,169.08	\$ 47,994.00	\$ 3,671.54		\$ 62,360.63	\$ 810,688.13
	26 \$ 3,446.00	\$ 41,352.00	\$ 2,067.60	\$ 6,686.62	\$ 39,284.40	\$ 3,005.26		\$ 51,043.88	\$ 1,327,140.75
	36 \$ 3,158.00	\$ 37,896.00	\$ 1,894.80	\$ 6,127.78	\$ 36,001.20	\$ 2,754.09		\$ 46,777.88	\$ 1,543,669.88
Part-time	4 pt, 6 mo.	\$ 3,500.00				\$ 1,606.50		\$ 22,606.50	\$ 90,426.00
							\$606,000		\$ 606,000.00
									\$ 5,942,969.06

Non-Hazardous Retirement: Employee 5% and Employer 16.17%
FICA: Employee and Employer 7.65%

655-07

GENERAL TERM ORDER

2008

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655-07

City of FAYETTEDate 11/19/07

Order Authorizing Expenditures

County of SHERIFFCalendar Year 2008Comes SHERIFF, in person and writing filed, in accordance with KRS

15, requesting the authorization of expenditures for his/her office for the calendar year 2008.

Whereas, the receipts, to the 75% account, of the office of the SHERIFFfor the calendar year 2007 were \$ 7,300,000.00, and for the calendar year 2007\$ N/A, and, whereas, I estimate the receipts for the calendar year 2008 to be
8,188,239.00Estimated Receipts Calendar Year 2008 \$ 8,188,239.00Surplus or (Deficit) December 31, 2007 \$ 100,000.00Estimated Funds Available Calendar Year 2008 \$ 8,288,239.00I hereby moved that the SHERIFF be allowed to expend the total sum of
8,288,239.00 for the operation of the office during the calendar year 2008.I hereby further requested that this total sum of \$ 8,288,239.00 be allocated as follows:

Salaries and Employer's Share of F.I.C.A., Retirement & Insurance	\$ <u>6,868,239.00</u>
Regular Office Expenses	\$ <u>1,000,000.00</u>
Equipment	\$ <u>420,000.00</u>
Total	\$ <u>8,288,239.00</u>

I, SHERIFF further requests, that with the amount of \$ 6,868,239.00

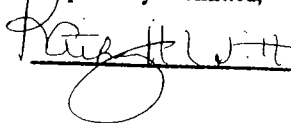
be requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ deputies as listed on

page two of this request with the understanding that all deputies will serve at the pleasure of the said

SHERIFF with the SHERIFF having full power of

substitution from time to time as he/she may see fit.

Respectfully submitted,



APPROVED AND ORDERED BY:

GENERAL TERM ORDER -2008

# OF DEPUTIES	MONTHLY SALARY	ANNUAL SALARY	EMPLOYEE RET	EMPLOYER RET	ANNUAL SALARY LESS RET	FICA	PAYROLL COST EACH DEP	TOTAL PAYROLL COST
A*	\$ 6,250.00	\$ 75,000.00	\$ 6,000.00	\$ 28,542.50	\$ 69,000.00	\$ 5,278.50	\$ 109,821.00	\$ 109,821.00
B*	\$ 4,333.33	\$ 52,000.00	\$ 4,160.00	\$ 20,482.80	\$ 47,840.00	\$ 3,659.76	\$ 76,142.56	\$ 380,712.80
C	\$ 4,250.00	\$ 51,000.00	\$ 2,550.00	\$ 9,792.00	\$ 48,450.00	\$ 3,708.43	\$ 64,498.43	\$ 193,495.27
D*	\$ 4,416.67	\$ 53,000.00	\$ 4,240.00	\$ 20,876.70	\$ 48,760.00	\$ 3,730.14	\$ 77,606.84	\$ 155,213.68
E	\$ 3,833.33	\$ 46,000.00	\$ 2,300.00	\$ 8,832.00	\$ 43,700.00	\$ 3,343.05	\$ 58,175.05	\$ 232,700.20
F*	\$ 4,166.67	\$ 50,000.00	\$ 4,000.00	\$ 19,695.00	\$ 46,000.00	\$ 3,519.00	\$ 73,214.00	\$ 658,928.00
G*	\$ 3,916.67	\$ 47,000.00	\$ 3,760.00	\$ 18,573.30	\$ 43,240.00	\$ 3,307.86	\$ 68,821.16	\$ 1,032,317.40
H	\$ 3,250.00	\$ 39,000.00	\$ 1,950.00	\$ 7,488.00	\$ 37,050.00	\$ 2,834.33	\$ 49,322.33	\$ 49,322.33
I*	\$ 4,583.33	\$ 55,000.00	\$ 4,400.00	\$ 21,684.50	\$ 50,600.00	\$ 3,870.90	\$ 80,535.40	\$ 80,535.40
J*	\$ 5,000.00	\$ 60,000.00	\$ 4,800.00	\$ 23,634.00	\$ 55,200.00	\$ 4,222.80	\$ 87,856.80	\$ 87,856.80
K	\$ 3,250.00	\$ 39,000.00	\$ 1,950.00	\$ 7,488.00	\$ 37,050.00	\$ 2,834.33	\$ 49,322.33	\$ 1,331,702.79
L*	\$ 3,583.33	\$ 43,000.00	\$ 3,440.00	\$ 16,837.70	\$ 39,560.00	\$ 3,026.34	\$ 62,984.04	\$ 1,070,388.68
M*	\$ 1,916.67	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	\$ 1,759.50	\$ 24,759.50	\$ 98,038.00
N	\$ 1,916.67	\$ 23,000.00	\$ -	\$ -	\$ 17,000.00	\$ 1,300.50	\$ 24,300.50	\$ 170,103.50
O	\$ 4,333.33	\$ 52,000.00	\$ 2,800.00	\$ 9,984.00	\$ 49,400.00	\$ 3,779.10	\$ 65,763.10	\$ 65,763.10
P*	\$ 4,166.67	\$ 50,000.00	\$ 4,000.00	\$ 19,695.00	\$ 46,000.00	\$ 3,519.00	\$ 73,214.00	\$ 73,214.00
Q	\$ 3,166.67	\$ 38,000.00	\$ 1,900.00	\$ 7,296.00	\$ 36,100.00	\$ 2,761.66	\$ 48,057.66	\$ 48,057.64
R*	\$ 4,166.67	\$ 50,000.00	\$ 4,000.00	\$ 19,695.00	\$ 46,000.00	\$ 3,519.00	\$ 73,214.00	\$ 73,214.00
S*	\$ 3,500.00	\$ 42,000.00	\$ 3,360.00	\$ 16,543.80	\$ 38,640.00	\$ 2,955.98	\$ 61,498.76	\$ 61,498.76
T*	\$ 7,666.67	\$ 92,000.00	\$ 7,360.00	\$ 36,238.80	\$ 84,640.00	\$ 6,474.96	\$ 134,713.76	\$ 134,713.76
U*	\$ 12,500.00	\$ 150,000.00	\$ 12,000.00	\$ 59,085.00	\$ 138,000.00	\$ 10,557.00	\$ 219,642.00	\$ 219,642.00
SUBTOTAL								\$ 6,328,238.11
						PLUS INSURANCE \$540,000		\$ 6,868,238.11

655 - 07



656-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of Finance and Administration

TO: Mayor Jim Newberry
Urban County Councilmembers

FROM: Kyna Koch, Commissioner *[Signature]*
Department of Finance and Administration

DATE: November 20, 2007

SUBJECT: Salary Supplements

The implementation of Enterprise Resource Planning (ERP) Software for LFUCG began in earnest with the award of a contract to a service provider in October 2005. Two years later, the implementation of the integrated software solution, now known as STARS, continues. Over the last eleven (11) months, difficulties with the Financials module have been shared with Council. Investments in staff time across government have been significant, but none affecting more people for a greater length of time than in the Department of Finance and Administration. Work on nights and weekends continue as staff works to close the fiscal year and establish best practice guidelines for moving forward. Several employees reached the eighty (80) hour maximum for compensatory time months ago; others more recently. In all cases, staff has contributed hard work and dedication above and beyond the call of duty. To provide additional compensation, I hereby request the authority to provide temporary salary supplements.

Criteria for the supplements would be:

- The employee has accumulated compensatory time of eighty (80) hours;
- The compensation may be retroactive to October 15, 2007 and shall not extend beyond January 15, 2008;
- The compensation will be twenty (20) percent of the employee's base salary; and,
- The additional compensation will require the approval of the Commissioner of the Department of Finance and Administration and the Senior Advisor for Management.

The financial impact of the compensation will be less than \$30,000 and will be paid from funds allocated for STARS implementation.

Should you have questions, please feel free to contact me at 258-3300.

HORSE CAPITAL OF THE WORLD



657-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Central Purchasing

FOR: Jim Newberry, Mayor

FROM: Kyna Koch, Commissioner
Department of Finance & Administration

DATE: November 16, 2007

SUBJECT: Approval of Client Engagement Agreement with Metaformers

The attached Client Engagement Agreement with Metaformers is to provide professional services for the development and implementation of the EPM module for STARS.

Metaformers was retained to assist the LFUCG with data cleanup and implementation issues for the Financials phase of the STARS Project. I feel it is in the best interest for the LFUCG and the project to retain Metaformers for this phase due to their knowledge and experience with Peoplesoft and the LFUCG.

Cc: Rebecca Langston, Council Administrator

HORSE CAPITAL OF THE WORLD200 East Main Street Lexington, KY 40507 (859) 258-3320 www.lfucg.com

CLIENT ENGAGEMENT AGREEMENT

This Client Engagement Agreement ("Agreement") made this day August 20, 2007, entered into between Metaformers, Inc., a Virginia Corporation ("Metaformers") and Lexington Fayette Urban County Government ("Client").

1. PURPOSE OF ENGAGEMENT.

Client agrees to engage Metaformers to provide certain deliverables ("the Engagement(s)"). Client agrees to retain the services of Metaformers to perform the services described in Exhibits "A" hereto ("Services") and "B", which are incorporated herein by reference, and which relate to the Engagement(s), and Metaformers agrees to furnish Client said services for the Term and under the conditions set forth in this Agreement. It is expressly understood that Metaformers will operate as an independent contractor and will not be considered an employee of client. In the event of any conflict in the provisions of this Agreement and the Exhibits, the provisions of Exhibit "A" shall take priority, then Exhibit "B" and then this Agreement

2. TERM.

The term of this Agreement shall be effective for the period beginning on or about August 20, 2007 through January 31, 2008, at which time it may be extended as agreed to by both parties in writing. All terms and conditions hereof shall remain in effect during any renewal term unless the parties shall otherwise agree at least [30] days prior to the end of the current term. Thereafter, the Agreement shall continue until terminated by either party upon ten (10) days prior written notice.

3. COMPENSATION.

During the term of this Agreement, Client agrees to compensate Metaformers at the hourly or other billing rate identified in Exhibits "A" and "B" for its Services. In addition Client agrees to reimburse Metaformers for expenses incurred during the performance of its service as defined in Exhibit "A".

Client agrees to pay all invoices within 30 days of invoice date. Metaformers reserves the right to impose penalty fees of base rate + 1.5% for late payment of invoices.

4. OWNERSHIP OF MATERIALS RELATED TO SERVICES.

The parties agree that all information, drawings, documents and materials authored or prepared, in whole or in part, by Metaformers in the course of providing Services hereunder, including without limitation processes, computer programs, computer systems, data, computer documentation or other material whatsoever ("Works"), are the property of Client, and Metaformers, and shall be considered works made for hire, with the exception of such Services which were previously conceived, designed and/or developed by Metaformers which shall be considered the property of Metaformers and Client. This Paragraph shall survive the cancellation, expiration or termination of this agreement.

5. COMPLIANCE WITH CLIENT POLICES AND BUDGETS.

Metaformers shall use its best efforts to perform work assigned by Client in accordance with the Client's policies and procedures and agreed upon applicable work plans and estimated budgets. Without limiting the foregoing, Metaformers shall use its best efforts to perform the services in a timely and professional manner.

6. TERMINATION.

Either party may terminate this Agreement upon thirty (30) days written notice to the other. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other, in the event the other party breaches a material term of this Agreement.

7. INDEMNIFICATION.

Client hereby agrees to indemnify, hold harmless and defend Metaformers and any director, officer, or employee or agent thereof (each of the foregoing being hereinafter referred to individually as an "Indemnified Party ") against all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party where such Liabilities arise out of or result from Client's material breach of this contract. Client's obligation to indemnify and defend any Indemnified Party will survive the cancellation, expiration or termination of this Agreement by either party for any reason. Metaformers shall promptly notify Client of any third party claim and Client shall conduct the defense or settlement of any such third party claim at Client's sole expense and Metaformers shall cooperate with such defense.

Metaformers hereby agrees to indemnify, hold harmless and defend Client and any elected official, officer, employee or agent thereof (each of the foregoing being hereinafter referred to individually as an "Indemnified Party ") against all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party where such Liabilities arise out of or result from Metaformer's material breach of this contract. Metaformer's obligation to indemnify and defend any Indemnified Party will survive the cancellation, expiration or termination of this Agreement by either party for any reason. Client shall promptly notify Metaformers of any third party claim and Metaformers shall conduct the defense or settlement of any such third party claim at Metaformer's sole expense and Client shall cooperate with such defense.

EXCEPT AS STATED IN THIS SECTION 7 ("INDEMNIFICATION"), METAFORMERS IS NOT LIABLE FOR ANY DIRECT DAMAGES EXCEEDING THE PRICE PAID FOR THE SERVICES OR DELIVERABLE AT ISSUE.

8. METAFORMERS OR CLIENT CONFIDENTIAL INFORMATION.

All documents, software, reports, data, records, forms and other materials developed by Metaformers in the course of performing any Services (including, but not limited to, client records and Metaformers proprietary information furnished to the Client) are the proprietary, confidential and trade secret information of Metaformers. Client will deliver to Metaformers all such materials and all copies thereof (and all other property obtained from or through Metaformers) when Metaformers requests the same, and immediately upon termination of this Agreement. Client shall not use or disclose to any person, firm or entity any proprietary, confidential or trade secret information of Metaformers or its clients without Metaformers express, prior written permission. This Paragraph shall survive the cancellation, expiration or termination of this Agreement.

9. NON-SOLICITATION OF EMPLOYEES.

During the term of this Agreement and for one year after its termination, expiration or cancellation, Client shall not provide or offer employment to any person employed by Metaformers during the engagement period without the express consent of the Metaformers President. Metaformers hereby agrees to not solicit Clients employees for employment for same said period.

10. TERMINATION. In the event either party shall materially breach this Agreement, the non-breaching party shall have the right to terminate this Agreement and to seek all applicable damages in law and equity. In any litigation arising hereunder, the non-breaching party shall be entitled to collect all of its attorney's fees and costs from the breaching party.

11. SEVERABILITY.

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. LAW. This Agreement shall be governed by and construed in accordance with the laws of the ~~State of Virginia~~ *Commonwealth of Kentucky*

13. INTEGRATION.

This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

14. INSURANCE.

Metaformers understands and agrees that the Insurance Provisions of this Agreement define the responsibilities of Metaformers to the CLIENT.

As used in these Insurance Provisions, the terms "Metaformers" and "CLIENT" shall be defined as follows:

- a. Metaformers means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. CLIENT means the Lexington-Fayette Urban County CLIENT and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

FINANCIAL RESPONSIBILITY

Metaformers understands and agrees that Metaformers shall, prior to final acceptance of the Metaformer's proposal and the commencement of any work, demonstrate the ability to assure compliance with the Insurance Provisions of this Proposal.

INSURANCE REQUIREMENTS

Required Insurance Coverages

Metaformers shall procure and maintain for the duration of the work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Metaformers. Any/all insurance shall be written on an "occurrence form" for limits not less than those specified below or as required by law, whichever is greater. Below are minimum insurance requirements set to protect the CLIENT'S interest; and to provide guidelines consistent for each proposal, should insurance costs be included in your estimation of costs. However, it does not limit the Metaformers liability and necessary additional limits of coverage is at the Metaformers discretion.

14.1.1 Professional Liability (E & O) providing coverage at least or broad as current ISO form:

- a. \$2,000,000 per occurrence with Business Interruption exposure covered
- b. Endorsement naming as additional insureds "The Lexington-Fayette Urban County CLIENT, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest".

- c. Endorsement that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County CLIENT, Division of Risk Management, 200 East Main Street, Lexington, Kentucky 40507.

14.1.2 Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (10/01) with:

- a. Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.
- b. Endorsements naming as additional insureds "The Lexington-Fayette Urban County CLIENT, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- e. Endorsement that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County CLIENT, Division of Risk Management, 200 East Main Street, Lexington, Kentucky 40507

14.1.3 Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (10/01), code 1 "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County CLIENT, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County CLIENT, Division of Risk Management, 200 East Main Street., Lexington, Kentucky 40507.

14.1.4 Worker's Compensation Insurance as required by the Kentucky Revised Statutes, and Employer Liability Coverage with:

- a. Endorsement that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail, return receipt requested to Lexington-Fayette Urban County CLIENT, Division of Risk Management, 200 East Main Street., Lexington, Kentucky 40507.

14.2 Acceptability of Insurers

Insurance is to be placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

657-07

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Metaformers

JIM NEWBERRY, MAYOR

Ed Bourgeois, President
<<Metaformers Authorized Representative>>

Date

10/30/07
Date

ATTEST : _____

LIZ DAMRELL, COUNCIL CLERK

Exhibit "A"

DESCRIPTION OF CONTRACTOR SERVICES

EXHIBIT A

THIS DOCUMENT IS THE STATEMENT OF WORK ("SOW") AS DEFINED IN CLIENT ENGAGEMENT AGREEMENT ("Agreement"), dated as of August 20, 2007 (the "Effective Date"), between Metaformers, Inc., and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT. This Statement of Work is dated as of August 20, 2007.

1. PURPOSE OF PROJECT.

To implement PeopleSoft Budgeting and Planning..

2. APPROACH

Metaformers will provide PeopleSoft services on-site and remote to implement PeopleSoft Budgeting and Planning under the direction of Client Commissioner of Finance, Chief Information Officer, or their delegate. Details of Metaformers approach is included with Metaformers proposal attached as Exhibit B.

3. SCHEDULE

The Statement of Work covers the period August 20, 2007 through January 31, 2008. An estimated break down of tasks within the form of a project plan is included within Metaformers proposal attached as Exhibit B.

4. DELIVERABLE SPECIFICATIONS

Metaformers will implement Budgeting and Planning by January 1, 2008 and will provide 30 days of post-implementation support thereafter. Metaformers will provide a weekly status report to communicate progress, risks, and issues.

5. COMPENSATION

Compensation for Services Provided:

Estimated compensation for services from August 20, 2007 through January 31, 2008 shall be billed at the hourly rate in attached Exhibit "B" and shall not exceed \$344,840. Resources and rates are included within Metaformers proposal attached as Exhibit B. Additional support after January 31, 2008 may be provided as-needed at the hourly rates provided therein.

Expenses

Reasonable travel expenses will be reimbursed based on actual expenses incurred. Meals shall be reimbursed at the following rates: Breakfast \$8; Lunch \$9; Dinner \$18

6. METAFORMERS RESOURCES

Metaformers key resources for this task are Roman Markowicz and David Cowie. Resource usage and rates are provided within Metaformers proposal attached as Exhibit B.

Metaformers reserves the right to substitute resources with equally qualified resources in the event of unforeseen circumstances arising, subject to LFUCG approval.

7. ADDITIONAL TERMS AND CONDITIONS

<None>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

METAFORMERS, INC.

CLIENT

By: 

By: _____

Name: Ed Bourging

Name: _____

Title: President

Title: _____



659-07

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Revenue

MEMORANDUM

TO: Mayor Jim Newberry
Urban County Councilmembers

FROM: Bill O'Mara *WFO*
Director of Revenue

DATE: November 20, 2007

RE: Credit Card Processing Agreements

Request for a resolution to renew agreements with National City for credit card processing services at ten LFUCG and outside agency locations.

Please approve the resolution to execute the credit card processing agreements. If you need additional information please contact me at 258-3355.

HORSE CAPITAL OF THE WORLD



660-07

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL
JOE KELLY, SENIOR ADVISOR FOR MANAGEMENT

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

DATE: NOVEMBER 20, 2007

SUBJECT: REQUEST FOR THE COUNCIL TO AUTHORIZE THE MAYOR TO APPOINT A
DESIGNEE TO ACT AS HIS PROXY ON THE BOARD OF HEALTH OF THE
FAYETTE COUNTY HEALTH DEPARTMENT

This ordinance creates Section 2-18 of the Code of Ordinances authorizing the Mayor to appoint a designee to act as his proxy for all purposes at any meeting of the Board of Health of the Lexington Fayette County Health Department that he is unable, for any reason, to attend.

Shaye Rabold
Chief of Staff
Mayor's Office

HORSE CAPITAL OF THE WORLD