Urban County Council
Schedule of Meetings
December 3, 2007 through December 10, 2007

MONDAY, DECEMBER 3

Fayette County Rural Land Management Board Meeting . . . . 3:00 pm
Conference Room-12th Floor Government Center

News Rack Ordinance Task Force Meeting. . . . . 4:00 pm
Conference Room-5th Floor Government Center

TUESDAY, DECEMBER 4

City Employees Pension Fund Board Meeting . . . . 12:45 pm
Conference Room-12th Floor Government Center

Services Committee Meeting . . . . 1:00 pm
Council Chamber-2nd Floor Government Center

Confirmation Hearing for Comm. of Environmental Quality nominee Cheryl Taylor . . . . .2:30 pm
Conference Room-5th Floor Government Center

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

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

Public Hearing re: Zone Change 3600-3652 Winthrop Dr . . . . 6:00 pm
Council Chamber-2nd Floor Government Center

WEDNESDAY, DECEMBER 5

Infill & Redevelopment: Quality of Process Task Force Meeting . . . . 8:30 am
Conference Room-7th Floor Phoenix Building

Don't Borrow Trouble Meeting . . . . 10:00 am
Conference Room-5th Floor Government Center

Downtown Entertainment Task Force Meeting . . . . 4:30 pm
Commerce Lexington, 330 E Main St

THURSDAY, DECEMBER 6

Ethics Commission Meeting . . . . .6:00 pm
Conference Room-Lex. Convention & Visitors Bureau, 301 E Main St

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

FRIDAY, DECEMBER

Infill & Redevelopment: Quality of Place Task Force Meeting. 8:30 am
Conference Room-7th Floor Government Center

MONDAY, DECEMBER 10

No Meetings

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

December 4, 2007

I. Public Comment – Issues on Agenda

II. Requested Rezonings / Docket Approval – Yes

III. Approval of Summary-Yes, November 27, 2007, pp.12-16

IV. Budget Amendments – Yes, pp.17-25

V. New Business, pp.30-101

VI. Continuing Business / Presentations

   A. Budget & Finance Committee Update, pp.102-117

   B. Lexington Public Library Presentation – Annamarie Cornett

VII. Council Report

VIII. Mayor's Report – Yes

IX. Public Comment – Issues Not on Agenda

ADMINISTRATIVE SYNOPSIS

New Business Items

A. Authorization of an Amendment to Agreement with REACH, Inc. Regarding the First-Time Homebuyers Program. (667-07) (King/Koch)
This request will authorize an amendment to agreement with REACH, Inc. for HOME funds of $100,000 for the First-Time Homebuyers program due to the increase in foreclosures. The additional funding will assist low-income families up to $14,999. Previously, the program limited assistance to 5% of the purchase price plus closing costs. With the increase allotted per family, the current award would reduce the number of families assisted. The funding will assist 30 to 40 eligible families anticipated to graduate from Homeownership Counseling during FY2008.**pp.30-31**

B. Authorization of Change Order No. 1 to Contract with Past Respects, LLC for the Cadentown School Project on Behalf of the Division of Historic Preservation (Final). (670-07) (King/Koch)
This request will authorize Change Order No. 1 for $12,619 to contract with Past Respects, LLC for the renovation of the Cadentown School Project on behalf of the Division of Historic Preservation. This change includes girder replacement, flooring replacement, window screens, a new chalkboard, and credit for unused electrical allowance. Original contract was for $175,309. New contract total is $187,928 (Final). Funds are budgeted. Funds are budgeted.**pp.32-33**

C. Authorization of an Amendment to Agreement with Community Ventures Corporation (CVC) for an Extension of the FY2005 HOME Funded First-Time Homebuyers Program and the Retention of Recaptured Funds. (679-07) (King/Koch)
This request will authorize an amendment to agreement with CVC to extend the FY2005 HOME Funded First-Time Homebuyers program through October 21, 2008. In addition, this will allocate $258,533.15 in recaptured funds back to CVC to utilize for the program. Since August 2002, CVC has used the recaptured funds for seventeen (17) units from lease-purchase tenants not transferring to homeownership within the required forty-two (42) months. The current agreement allowed CVC to retain and use program income; however, recaptured funds were to be returned to the government. The government has agreed to allow CVC to retain these funds and to utilize them for eligible program activities. There is no budgetary impact.**pp.34-36**

D. Authorization to Amend Resolution No. 386-2007 to Extend the Expiration Date of the Contract with Metaformers, Inc. (683-07) (Koch)
This request will authorize an amendment to Resolution No. 386-2007 to extend the expiration date to March 31, 2008 of the contract with Metaformers, Inc. There is no budgetary impact.**pp.37-45**

E. Authorization of an Ordinance Regarding Property Abutting Newtown Pike as Recommended by the Corridors Committee. (661-07) (Stevens/Langston)
This request will authorize an Ordinance requiring:

- No building permit for new structure or expansion of existing structure by more than 25% in floor area be issued for any structure on property abutting Newtown Pike between West Main Street and the Urban Service Area, unless the plans submitted are in accordance with a particular landscape profile.
- Each property owner to be responsible for any and all landscaping and fencing required to be installed under the terms of this ordinance.
- Whenever issuance of a building permit requiring prior approval of a development plan or subdivision plat, the requirements of this ordinance shall be included in the plan or plat.
- The Corridors Committee, on recommendation from the Division of Building Inspection, to approve an alternative landscape plan if the topography of the land, existing utility easements, and / or other unique factors would not permit the property owner to comply with the requirements of this Ordinance.

There is no budgetary impact.**pp.46-49**

F. Authorization to Close a Portion of Owens Street. (663-07) (Boland/J. Kelly)
This request will authorize the closure of approximately 250 feet right-of-way at Owens Street. This street runs south from E. Third Street to a dead end. This closure is requested in conjunction with redevelopment of the site abutting the street proximate to the dead end, and south of the R. J. Corman railroad track that crosses the street. Owners abutting the property will accept responsibility for their portion of the right-of-way once it is closed. There is no budgetary impact to LFUCG.**pp.50-51**

G. Authorization of a Rental Agreement with the Lexington Center Corporation (LCC) for the Martin Luther King Jr. Holiday Memorial Program. (690-07) (Ebel/J. Kelly)
This request will authorize a rental agreement with the LCC for the use of the Lexington Center for the Martin Luther King Jr. Holiday Memorial Program on January 21, 2008 at a cost of $9,975. Funds are budgeted.**p.52**

H. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Parks and Recreation. (665-07) (Allen/Cole)

This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish one (1) position of Clerical Assistant (Grade 104N) and create one (1) position of Staff Assistant (Grade 107N), and abolish one (1) position of Recreation Supervisor (Grade 110E) and create one (1) position of Park Naturalist (Grade 113E), and reclassify the incumbents, within the Division of Parks and Recreation. The fiscal impact for the remainder of FY2008 will be $15,154 and will be funded from the Division's operating accounts. The annual fiscal impact will be $19,699. The reclassified of the Clerical Assistant creates one (1) inversion in the Division of Revenue and one (1) inversion in the Division of Traffic Engineering. The fiscal impact for the remainder of FY2008 will be $899.20 and will be funded for the Division of Parks and Recreation's operating accounts. Total impact for FY2008 will be $17,167.20. Total annual fiscal impact is $19,699.94.**pp.53-54**

I. Authorization to Amend Ordinance No. 163-1992 to Cable Franchise Agreement with Insight Kentucky Partners, II LP. (687-07) (Starkweather/Cole)

This request will authorize an amendment to Ordinance No. 163-1992 with Insight Kentucky Partners II, LP to extend the original agreement through September 3, 2012. This amendment also authorizes:

- The transfer of a 1981 Production Van from Insight to LFUCG and Insight will upgrade the vehicle up to a cost of $40,000.
- Video upstream transport capability to five (5) locations or to other locations specified by LFUCG.
- The extension of services to the residential area known as Jack's Creek Pike.
- Insight to provide LFUCG with the physical facilities necessary for redundant communication connections from the Cold Stream Emergency Operations Center.
- Fiber optics and video distribution connection(s) to all newly acquired or constructed LFCUG facilities.
- Insight to provide video distribution outlets for the temporary cablecasting of the 2010 World Equestrian Games.

There is no budgetary impact.**pp.55-56**

J. Authorization to Amend Section 22-5 of the Code of Ordinances within the Department of Social Services. (666-07) (Allen/Helm)

This request will authorize the transfer of one (1) position of Van Driver P/T (presently vacant) from the Division of Adult Services to the Office of Aging Services. There is no fiscal impact.**p.57**

K. Authorization to Submit Application to the Kentucky Cabinet for Health and Family Services for the Continuation of the New Chance Program, Peers Educating Peers Program, the Mentoring Program, and the Governance Council Project for FY2009. (669-07) (King/Helm)

This request will authorize the submission of an application to the Kentucky Cabinet for Health and Family Services for:

- The New Change Program provides social services to 16 – 21 year old single parents in Fayette County through the Family Care Center. This service provides developmental childcare, pediatric health care, health care referrals with family planning, life skills, education, career choice and job training and development. The Center provides case management services to participants based on the individual's level of progress in becoming work ready. Other services include job development, employer follow-up, linkage to additional training (on-job or on-site) client support and linkage to childcare and transportation. The Center also offers full-time computer keyboarding and office skills instruction to K-TAP recipients when career assessment identifies this need. Funds of $500,738 for FY2009 will support personnel costs of a Social Worker Supervisor, five (5) MSW social workers, an Administrative Assistant, and a Teacher / Counselor. Funds will also provide supplies, participant transportation and travel.
- The Mentoring Program, under the direction of the New Chance Program, provides mentoring services primarily for individuals not eligible for the New Change Program. Funds of $45,229 for FY2009 will provide for a full-time Life Skills Program Instructor who mentors parents transitioning off welfare.
- The Peers Educating Peers Program provides support and empowerment to participants through the building of strong reciprocal relationships, by identifying strengths and resources for the building of a network to help participants achieve self-sufficiency; serves as an advocate for K-TAP families; and, working with the business community to assure recipients are aware of and prepared to meet standard work place expectations. Funds of $49,458 for FY2009 will provide for a full-time Project Coordinator who is responsible for working directly with K-TAP recipients and preparing them for welfare reform.
- The Local Governance Council Project provides local leadership to engage the community in creating the best system to support and strengthen children, families and individual to achieve self-sufficiency and to hold that system accountable. Funds of $77,330 for FY2009 will provide support for a Project Coordinator to work with the Local Governance Council (LexLinc).

Funding originates from the US Department Health and Human Services. It is not anticipated the Cabinet for Health and Family will fully fund these programs. In past years, the Cabinet had provided approximately 70% of the program costs. Local funds to support these programs will be requested in the 2009 General Fund budget.**pp.58-59**

L. Authorization to Submit Application to the Kentucky Cabinet for Health and Family Services under the Prevent Child Abuse Kentucky Initiative for a Child Care Assistance Program at the Family Care Center. (681-07) (King/Helm)

This request will authorize the submission of an application in federal funds of $36,000 from the Kentucky Cabinet for Health and Family Services under the Prevent Child Abuse Kentucky initiative for a Child Care Assistance Program at the Family Care Center. Funds will be used to assist families enrolled in the Kin-Care program. This program, implemented in FY2008, provides one-on-one support and resources to families currently caring for children of relatives as an alternative to out of home care or foster care. Funds will help mitigate the cost of high quality daycare for these children. It is proposed that families actively enrolled in the Kin-Care program (minimum twice-monthly contact) will receive $150 monthly for each relative child cared for in their home under the age of six. Weekly childcare costs for an infant may run as high as $225 per week. This program will serve approximately 20 to 25 children over the next 12 months. No matching funds are required.**p.60**

M. Authorization to Submit Application to the US Department of Health and Human Services for the Continuation of Healthy Tomorrows Project – FY2008. (680-07) (King /Helm)

This request will authorize the submission of an application for federal funds of $50,000 from the US Department of Health and Human Services for the continuation of the Healthy Tomorrows project, which is in its 4th year. The Family Care Center's Childrens Clinic, serves the health care needs of approximately 4,000 children who are at or below 200% of poverty levels with most below 150% of poverty level. These are families are not enrolled in other Family Care Center programs and need more extensive family resource development support than can be provided in a medical visit to the clinic. The Parent Resource Center for Bright Future serves as a parent resource center that is fully integrated with pediatric care and staffed with a bilingual employee to connect these families to community resources. Funds will be used to pay salary, pension, fringe benefits, and other operating costs for an Eligibility Counselor. Years 3 – 5 require a match of $100,000 per year. This match will be documented through existing salaries and contractual services in the Family Care Center's Childrens Clinic.**p.61**

N. Authorization of a Lease Agreement with West End Community Empowerment Program (WECEP) for Space at the Black and Williams Neighborhood Center. (689-07) (Helm)

This request will authorize lease agreement with WECEP for office space at no cost at the Black and Williams Neighborhood Center located at 498

Georgetown Street in exchange for public services provided to the residents of Fayette County.**p.62**

O. Authorization of an Agreement with Celico Partnership (d/b/a Verizon Wireless) for 3-1-1 Services for Fayette County on Behalf of the Division of Enhanced 9-1-1. (664-07) (Lucas/Bennett)
This request will authorize an agreement with Celico Partnership (d/b/a Verizon Wireless) for 3-1-1 non-emergency service for all Verizon Wireless customers handset when operated within Fayette County. This service will allow customers quick and efficient access to LexCall. The agreement is for one (1) year and automatically renewable on a month-to-month basis. There is no budgetary impact to LFUCG.**pp.63-68**

P. Authorization to Accept Award from the US Department of Justice under the 2007 State Criminal Alien Assistance Program (SCAAP). (671-07) (King/Bennett)
This request will authorize the acceptance of an award of $125,561, which is based on percentage data from July 1, 2005 through June 30, 2006. This program provides reimbursement for:

- Incarcerated undocumented criminal aliens who have been in custody at least four (4) consecutive days, and have been convicted of a felony or two (2) misdemeanor offenses.
- Foreign-born inmates who have entered the US without inspection.
- Exclusion or deportation proceedings at the time of being taken into custody.
- An immigrant at the time of being taken into custody who has failed to maintain immigrant status.

The Division of Community Corrections has recommended the SCAAP funds be used for construction, training and education of offenders, medical and mental health services, pre-release and re-entry programs, and computer equipment of offender management.**p.69**

Q. Authorization to Accept Award from the Kentucky Office of the 911 Coordinator / Commercial Mobile Radio Service Board for Improvements to the Regional 911 System on Behalf of the Division of Enhanced 9-1-1. (672-07) (King/Bennett)
This request will authorize the acceptance of an award of $147,457 in state funds from the Kentucky Office of the 911 Coordinator / Commercial Mobile Radio Service Board for improvements to the regional 911 system on behalf of the Division of Enhanced 9-1-1. Funds will be used for the designing, building, and implementation of a 911 regional infrastructure connecting Fayette, Jessamine, Woodford counties and UK's current 911 systems into a redundant infrastructure. This will allow a simplify network connectivity, lower costs and more efficient operations for all parties involved. The regional system will accept landline, wireless and VoIP emergency calls and fully transfer all voice and data associated with each

call. Funds will allow the completion of the project. No local match is required.**p.70**

R. <u>Authorization to Accept Award from the Kentucky Office of Homeland Security for Improvements to the Regional 911 System on Behalf the Division of Enhanced 9-1-1. (673-07) (King/Bennett)</u>
This request will authorize the acceptance of an award of $98,304 in federal funds from the Kentucky Office of Homeland Security for the designing, building, and implementation of a 911 regional infrastructure connecting Fayette, Jessamine, Woodford counties and UK's current 911 systems into a redundant infrastructure. This will allow a simplify network connectivity, lower costs and more efficient operations for all parties involved. The regional system will accept landline, wireless and VoIP emergency calls and fully transfer all voice and data associated with each call. Funds will be used for hardware, services, and installation costs of this system. No local match is required.**p.71**

S. <u>Authorization to Accept Award from the Kentucky Office of Homeland Security on Behalf of the Division of Environmental and Emergency Management (DEEM). (674-07) (King/Bennett)</u>
This request will authorize the acceptance of an award of $37,282 in federal funds, which is 20% of the total amount required, from the Kentucky Office of Homeland Security for the purchase of a portable interoperable communications tower on behalf of DEEM. It is anticipated the remaining funds of $86,993 will come from the Kentucky Office of Homeland Security and another Federal source. No local match is required.**p.72**

T. <u>Authorization to Accept Award from The Kentucky Office of Homeland Security on Behalf of the Division of Police. (675-07) (King/Bennett)</u>
This request will authorize the acceptance of an award of $217,844 in federal funds, which is 10% of the total amount requested, from The Kentucky Office of Homeland Security for the expansion of the Mobile Data Computer Network. This funding includes other local, state, and federal agencies. These computers will be connected to the state mobile data network and to the Division of Police message switch. These agencies will share the network and law enforcement resources currently in use by the Division of Police and the Fayette County Sheriff and mirror their installation configuration. The Division of Police will provide installation, maintenance, training and support for this equipment. This project also includes acquisition of new mobile data computers for the division to expand its deployment of mobile data computers to staff, investigative, helicopter and motorcycle officers. No local match is required.**p.73**

U. Authorization to Submit Application to the US Department of Homeland Security Under the 2007 Fire Prevention and Safety Grant Program. (676-07) (King/Bennett)

This request will authorize the submission of an application to the US Department of Homeland Security under the 2007 Fire Prevention and Safety Grant Program on behalf of the Division of Fire and Emergency Services for the following projects:

- The Spanish Language Initiative Phase Three project entails a media campaign in conjunction with improved Spanish language literature and media presentations for use at Fire Prevention and Safety outreach efforts targeting the Hispanic population. Federal funds of $38,315 are being requested. A local match of 20% ($9,579) is required and is budgeted in the 2008 General Fund budget. Total project cost is $47,894.
- The controllable propane fueled fire extinguisher training equipment and extinguisher training videos. EPA regulations no longer allow Fire Safety Educators to use wooden pallets or flammable liquids to provide live fire for extinguisher training. However, OSHA requires live fire, hands-on-training for employees at some manufacturing locations. The Division of Fire and Emergency Services would like to continue this service to the community that includes manufacturing, service, and elderly / medical care facilities. Federal funds of $6,288 are being requested. A local match of 20% ($1,572) is required and is budgeted in the 2008 General Fund Budget. Total project cost is $7,860.

Funds are budgeted.**p.74**

V. Authorization of a Memorandum of Agreement (MOA) with Murray State University, Kentucky Institute for International Studies (MSU / KIIS) on Behalf of the Division of Police. (684-07) (Beatty/Bennett)

This request will authorize a MOA with MSU / KIIS to provide 140 – 150 hours of academic instruction in the Spanish language at college-level to employees of the Division of Police at a cost of $4,995 for August through December 2007. Funds are budgeted.**pp.75-79**

W. Authorization to Accept Award from the Kentucky Environmental and Public Protection Cabinet for participation in the Mercury Collection Program – FY2008. (668-07) (King/D. Kelly)

This request will authorize the acceptance up to $5,000 from the Kentucky Environmental and Public Protection Cabinet for LFUCG's participation in the Mercury Collection Program during October 1 – 6, 2007. An in-kind match equal to 25% is required. The maximum in-kind match of $1,250 was documented from personnel costs of staff assigned to the project.**p.80**

X. Authorization of a Permanent Sanitary Sewer Easement at 691 Woodward Lane for the Wilderness Road / Woodward Lane Sanitary Sewer Project. (677-07) (King/D. Kelly)
This request will authorize a permanent sanitary sewer easement of 963 square feet at 691 Woodward Lane at a cost of $2,970. This project is funded from the Kentucky Infrastructure Authority Funds to provide sanitary sewer service to households in the Bracktown, Cadentown, and Wilderness Road under the Unsewered Areas project. Funds are budgeted.**p.81**

Y. Authorization of a Permanent Sanitary Sewer Easement at 687 Woodward Lane for the Wilderness Road / Woodward Lane Sanitary Sewer Project. (678-07) (King/D. Kelly)
This request will authorize a permanent sanitary sewer easement of 871 square feet at 687 Woodward Lane at a cost of $1,450. This project is funded from the Kentucky Infrastructure Authority Funds to provide sanitary sewer service to households in the Bracktown, Cadentown, and Wilderness Road under the Unsewered Areas project. Funds are budgeted.**p.82**

Z. Authorization of an Engineering Services Agreement with Lily Wastewater Management, Inc. for the Contract Operations for Blue Sky Wastewater Treatment Plant. (682-07) (Martin/D. Kelly)
This request will authorize an Engineering Services Agreement with Lily Wastewater Management, Inc. for $36,000 for the contract operations for Blue Sky Wastewater Treatment Plant for one year with a one-year extension option. Funds are budgeted.**pp.83-93**

AA. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Engineering. (685-07) (Allen/D. Kelly)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish one (1) position of Engineering Technician Sr. (Grade 113E) and create one (1) position of Associate Engineering Technician Principle (Grade 114E), and reclassify the incumbent, within the Division of Engineering retroactive to August 20, 2007. The fiscal impact for the remaining FY2008 will be $3,864.79 and will be funded from the division's Operating fund. The annual impact is $4,368.89.**p.94**

BB. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Water and Air Quality. (686-07) (Allen/D. Kelly)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to create three (3) positions of Environmental Inspector (Grade 113N) and one (1) position of Program Coordinator (Grade 112E), and abolished one (1) position of Chief Plant Operations Supervisor (Grade 118E), one (1) position of Engineering Technician Sr. (Grade 113E), and one (1) position of Engineering Technician (Grade 111E) within the Division of Water and Air Quality. The fiscal impact for FY2008

is $18,826 and will be funded from the division's Personnel Contingency balance. The annual impact is $34,963.21.**p.95**

CC. Authorization to Approve DLT Solutions, Inc. as Sole Source Vendor for the Purchase of Quest Software. (691-07) (Dhuwaraha)
This request will authorize DLT Solutions, Inc. as the sole source vendor for the purchase of Quest Software at a cost of $204,999.92. A change management system will support the LFUCG PeopleSoft implementation and will satisfy the long-term goal of a centralized enterprise-wide accountability, audit and tracking system for PeopleSoft HRMS, EPM, and Financials. DLT Solutions, Inc. is the only authorized reseller of Quest Software. Funds are budgeted.**pp.96-97**

DD. Authorization of a Quarterly Service Agreement with Scheller's Fitness and Cycling on behalf of the Dunbar Community Center. (692-07) (Hancock/ Cole)
This request will authorize a quarterly service agreement with Scheller's Fitness and Cycling for maintenance of fitness equipment at the Dunbar Community Center at a cost of $150 per visit for a total of $600 per year. Funds are budgeted.**pp.98-99**

EE. Authorization of a Rental Agreement with the Lexington Center Corporation (LLC) for Lease of the Opera House for the Kiddie Kapers Program. (693-07) (Hancock/Cole).
This request will authorize a rental agreement with LLC for $7,400 for the lease of the Opera House for the Kiddie Kapers Program scheduled for April 10 – 12, 2008. Funds are budgeted.**p.100**

FF. 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 additional compensatory 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.101**

URBAN COUNTY COUNCIL

WORK SESSION SUMMARY

& TABLE OF MOTIONS

November 27, 2007

Vice Mayor Gray chaired the meeting, calling it to order at 3:00 pm. All Council Members were present, except CMs Beard, Crosbie, and Lane.

I. Public Comment – Issues on Agenda-None

II. Requested Rezonings / Docket Approval-None

III. Approval of Summary – Yes

A motion by CM Blevins to approve the summary from November 20, 2007 was seconded by CM Ellinger, passed unanimously.

IV. Budget Amendments-None

V. New Business

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)

B. Authorization of a Purchase of Service Agreement (PSA) with Midway College on Behalf of the Division of Police. (647-07) (Beatty/Bennett)

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)

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)

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)

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)

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)

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

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

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

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

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

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)

N. Authorization to Renew Merchant Services Contract with National City. (659-07) (O'Mara/Koch)

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)

A motion by CM DeCamp to approve new business items A-O, seconded by CM Stevens passed with CM Blevins recused on item K.

VI. Continuing Business / Presentations

CM Lane is present.

A. Planning Committee Report

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

A motion by CM Gorton to ask VM Gray to form a task force re: student housing, seconded by CM James, passed unanimously.

B. Presentation by Dr. Rowe to Lexmark

CM Dr. Blues introduced Dr. Rowe from the Lexington-Fayette County Health Dept. Dr. Rowe gave a token of appreciation to Julie Gorsky of Lexmark, for their assistance with the location of the earlier flu shots given this year. Kathy Hilliard from Lexmark was also in attendance.

C. Commerce Lexington Presentation-Anthony Wright

This presentation was introduced by Anthony Wright, LFUCG Dir. Economic Development. He introduced Guy Huguelet, III, President of the 2007 Executive Committee. Mr. Huguelet introduced 4 other presenters who shared their success stories about their involvement with Commerce Lexington. They were Chuck Mix, General Mgr. of Belcan Corp., Peggy Workman, Henry Clay HS teacher, Harold Dennis, President Arete Ventures, Inc, and Angie Chapman, Chief Commercial Officer of ALT Bioscience.

VII. Council Report

CM Gorton-<u>A motion by CM Gorton to place on the docket for December 6th, the approval of nominee Asst. Chief Bastin for the LPD Chief position, seconded by CM Stevens, passed unanimously.</u>

CM Gorton stated that Council does not have adequate information to make a choice between the 2 vying for the water pipeline. She stated that there has been a letter drafted to send to the PSC. Several CMs spoke and said that they supported the spirit of the letter but not the structure or some of the content could possibly be flawed.

<u>A motion by CM Stevens to approve the 2nd drafted letter and offered from the undersigned CMs to be sent to the PSC reference the I-64 water pipeline, seconded by CM Gorton, passed with a 9-1 vote.</u>

CM Myers-Thanked Tatesbrook Church for hosting the Mayor's Night Out on 11/26; also thanked the Mayor and his staff and other LFUCG employees who participated; showed pictures of the new Gainesway Community Center being built; stated that crime is down in the 8th District Military Missions, Inc was at the meeting with the Mayor-they will be sending cards to active military personnel; please call them at 859/509-4927 for more information; announced 2 meetings to be held on 11/29: Mt. McKinley NA at 6pm and Carriage Lane NA at 7 pm, both at 3146 Custer Dr; asked Joe Kelly if the immigration information could be put on the website-he will get back with the CM on that issue.

CM Stinnett-Spoke about the BSHS stakeholder meeting on 11/26; announced meetings for tonight: Eastland Pkwy NA at 6:30 pm, with a presentation on gangs an the Northside Traffic Issues at Wesley United Church at 7 pm.

CM James-Re-iterated the Northside Traffic Issues meeting; announced the teen city meeting to be held with Joe Wilson on 11/28 at 6-7:30 pm in the Council Office conference room pm the 5th floor of the Government Center; please call 258-3216 with questions; announced that there will be a 2nd tour of District 1 with the Mayor on 12/3 from 2:30-4:30 pm; announced meetings: on 12/3: Georgetown Street Area NA at 6 pm; Northside NA at 6:30 pm and Green Acres/Hollow Creek NA at 7 pm.

CM Stevens-A motion by CM Dr. Stevens to place on the docket an ordinance allowing an employee holding the position of Senior Accountant in the department of Finance and Administration to carry over accumulated vacation leave in excess of one hundred sixty-eight (168) hours at the end of calendar year 2007. The accumulated vacation hours will be reduced to one hundred sixty-eight (168) hours on June 30, 2008. This employee will be working nights and weekends through the month of December and mid-January and will be unable to use accumulated vacation leave in excess of one hundred sixty-eight (168) hours by the January 2008 deadline, seconded by CM Blevins, passed unanimously.

A motion by CM Stevens to reconsider item 'L', per the Dept. of Law, seconded by CM Blues, passed unanimously.

CM Blevins-Spoke about the fire this morning at Turfland Apts; commended American Red Cross for their quick assistance; calling on Lexingtonians to donate money and clothes to the Red Cross at 253-1331; there were 20-25 displaced families but NO injuries.

CM McChord-Announced the Christmas parade this Saturday at 5:30 pm; announced Chief Anthany Beatty's retirement celebration on this Friday.

CM Blues-A motion by CM Blues to install a 3-way stop at Masterson Station Dr and Jacquelyn Ln, seconded by CM Blevins, passed unanimously.

VIII. Mayor's Report-None

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

X. Closed Session-Personnel Issue

A motion by CM Blues to go into closed session pursuant to KRS 61.810(1)(f) for the purpose of discussing a personnel matter which may lead to the appointment of an employee, seconded by CM McChord passed unanimously.

A motion by CM Blevins to come out of closed session, seconded by CM McChord, passed unanimously.

A motion by CM Stevens to place on the docket approval of the Deputy Director position in Internal Audit be effective November 21, 2007, seconded by CM Myers, passed unanimously.

A motion by CM Stevens to approve Chris Ensslin as the Deputy Director of Internal Audit, seconded by CM Myers, passed unanimously.

A motion by CM Stevens to adjourn, seconded by CM Gorton, passed unanimously.

Work Session was adjourned from at 5:45 pm.

BUDGET AMENDMENT REQUEST LIST

JOURNAL	15458	**DIVISION**	Community Development	**Fund Name**	US Dept of Justice
				Fund Impact	720.32 720.32 .00

To increase budgeted amount for computer equipment to cover negative balance for the Crime Data Project.

JOURNAL	15460	**DIVISION**	Community Development	**Fund Name**	Grants - Other
				Fund Impact	160,000.00 160,000.00CR .00

To allocate additional funds for Ann Street acquisitions by reducing funds for Ann Street relocations.

JOURNAL	15616-15617	**DIVISION**	Community Development	**Fund Name**	US Dept of Justice
				Fund Impact	29,058.00 29,058.00CR .00

To reduce the expenditure and revenue budgets to reflect the actual grant award for Title V Project - FY 2008.

JOURNAL	15624	**DIVISION**	Community Development	**Fund Name**	US Dept of Justice
				Fund Impact	25,000.00 25,000.00CR .00

To provide funds for confidential funds for undercover operations for the Street Sales Project - FY 2008 by decreasing funds for overtime. The state funding agency has approved this change.

JOURNAL	15442-15443	**DIVISION**	Special Events	**Fund Name**	Donation Fund
				Fund Impact	45,000.00 45,000.00CR .00

To establish budget for tree lighting by creating a revenue budget for contributions and other funding sources.

JOURNAL	15448-15449	**DIVISION**	Special Events	**Fund Name**	Donation Fund
				Fund Impact	84,328.01 84,328.01CR .00

To provide funds for various operating accounts for 4th of July Festival by recognizing revenue received. This money will roll over into FY 2009.

JOURNAL	15469-15470	**DIVISION**	Engineering	**Fund Name**	General Fund
				Fund Impact	25,000.00
					25,000.00CR
					.00

To recognizing a contribution from Haymaker escrow for the Star Shoot Parkway project for a total of $550,000. This money will become available to reimburse Haymaker for the services that he paid for, as per agreement with LFUCG.

JOURNAL	15471-15472	**DIVISION**	Engineering	**Fund Name**	MAP Fund
				Fund Impact	22,000.00
					22,000.00CR
					.00

To provide funds for Star Shoot Parkway project by recognizing contribution from Haymaker Escrow. This is overage received due to interest accrued and will recover MAP funds that were used for the project.

JOURNAL	15626-15627	**DIVISION**	Building Maintenance	**Fund Name**	PFC – General
				Fund Impact	300,000.00
					300,000.00CR
					.00

To recognize revenue from the Administrative Office of the Courts for requested renovations at the Courthouse Complex.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Services District – General Fund	.00
Fund	1103	Donation Fund	.00
Fund	1136	Municipal Aid Program Fund	.00
Fund	3140	US Department of Justice	.00
Fund	3300	Grants – Other	.00
Fund	4022	Public Facilities Corporation – General	.00

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 15458 **Budget Amendment Date** 10/23/2007

Requesting Division Community Development

Fund Name US Department of Justice

Fund Number 3140

Contact for Additional Information Irene Gooding--3079

Description

The approved project provides for the purchase of computer equipment and professional services. The computer equipment has been purchased. The purchase amount exceeded the budget by $720.32. This budget amendment reduces professional services by $720.32 to cover the negative balance in the computer equipment budget.

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 15460 **Budget Amendment Date** 11/9/2007

Requesting Division Division of Community Development

Fund Name Grants - Other

Fund Number 3300

Contact for Additional Information Paula King

Description

Budget additional funds for the UDAG Repayment-Ann Street project for Acquisition costs by reducing Relocation cost. As the project nears completion, the budget needs to be adjusted for actual costs to allow payments to be processed.

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number	15616-17	**Budget Amendment Date**	11/14/2007
Requesting Division	Community Development		
Fund Name	US Department of Justice		
Fund Number	3140		
Contact for Additional Information	Irene Gooding--3079		

Description

Original grant budget was established to reflect the amount of federal funds and match that Partners for Youth requested from the Kentucky Department of Juvenile Justice. This was done because the Council action being requested was a "submit and accept award if offered."

The Kentucky Department of Juvenile Justice has offered the LFUCG an award of federal funds that is $16,458 less than requested. This also serves to reduce the grant match by $12,600. This reduction in revenue means a decrease of $29,058 in expenditures.

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 15624 **Budget Amendment Date** 11-16-2007

Requesting Division Community Development

Fund Name US Department of Justice

Fund Number 3140

Contact for Additional Information Irene Gooding--3079

Description

The Bureau of Investigations (Narcotics) has requested that $25,000 in grant funds budgeted for overtime be moved to an operating account for purposes of providing additional confidential funds for the conduct of undercover investigations. The Kentucky Justice and Public Safety Cabinet (the funding agency) has approved this change.

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 15469-70 **Budget Amendment Date** 11/16/2007

Requesting Division Engineering

Fund Name General Fund

Fund Number 1101

Contact for Additional Information Robert Bayert

Description

Recognizing additional $25,000 contribution from Haymaker Escrow for Star Shoot Parkway project. The total contribution is $550,000; which $525,000 was recognized on B.A. thru budgeting office in September.

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 15471-72 **Budget Amendment Date** 11/16/2007

Requesting Division Engineering

Fund Name Municipal Aid Program

Fund Number 1136

Contact for Additional Information Robert Bayert

Description

Upon receiving contribution from Haymaker Escrow for Star Shoot Parkway project, we received an additional $22,000 due to interest accrued and will be used to recover a portion of the MAP funds that were used for this project.

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 15626-27 **Budget Amendment Date** 11/21/2007

Requesting Division Building Maintenance and Construction

Fund Name PFC General

Fund Number 4022

Contact for Additional Information Wayne Wilson

Description

Provide funds for renovations to the holding and interview areas at the Fayette County Courthouse Complex for the Administrative Office of the Courts (AOC) by establishing capital and professional services accounts and recognizing the revenue that will be received from the AOC to reimburse the LFUCG for the cost of the work. This will allow the LFUCG to act as the administrative conduit for executing contracts and issuing purchase orders to complete the requested renovations.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

December 4, 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
665-07 H	KC 0024	Parks and Recreation	To provide funds for reclassification of one Clerical Assistant and one Recreation Supervisor in the Division of Parks. 1101 16,040 1101 16,040CR 0*
668-07 W	BA 1139	Community Development	To establish grant budget for the Mercury Collection Program – FY 2008. 3400 6,250 3400 6,250CR 0*
668-07 W	BA 1145	Community Development	To establish grant match and personnel recovery for the Mercury Collection Program – FY 2008. 1101 1,250 1101 1,250CR 0*
671-07 P	BA 1140	Community Development	To establish grant budget for the 2007 State Criminal Alien Assistance Program for FY – 2008. 3140 125,561 3140 125,561CR 0*
672-07 Q	BA 1151	Community Development	To establish grant budget improvements to the Regional 911 system with state funding from the Commercial Mobile Radio Service Board. 3400 147,457 3400 147,457CR 0*

673-07 R	BA 1150	Community Development	To establish grant budget for Federal Homeland Security funds for 911 System.	3200 3200	98,304 98,304CR 0*
674-07 S	BA 1152	Community Development	To establish grant budget for the State Homeland Security Portable Interoperable Communications Tower for the Division of Environmental and Emergency Management.	3200 3200	37,282 37,282CR 0*
675-07 T	BA 1149	Community Development	To establish grant budget for the State Homeland Security Mobile Data Computer Network Project for the Division of Police.	3200 3200	217,844 217,844CR 0*
685-07 AA	KC 0026	Engineering	To provide funds for reclassification of one Engineering Technician Sr. in the Division of Engineering.	1101 1101	3,860 3,860CR 0*
686-07 BB	KC 0025	Water and Air Quality	To provide funds for the creation of one Program Specialist and three Environment Inspectors by the abolishment of one Chief Plant Operations Supervisor, one Engineering Technician Sr., and one Engineering Technician in the Division of Water and Air Quality.	4002 4002	18,800 18,800CR 0*

EFFECT ON FUND BALANCES

FUND 1101	**0***	**NO EFFECT ON:**	**GENERAL SERVICES DISTRICT**
FUND 3140	**0***	**NO EFFECT ON:**	**US DEPT OF JUSTICE**
FUND 3200	**0***	**NO EFFECT ON:**	**US DEPT OF HOMELAND SECURITY**
FUND 3400	**0***	**NO EFFECT ON:**	**GRANTS – STATE**
FUND 4002	**0***	**NO EFFECT ON:**	**SANITARY SEWER R & O**
FUND 4022	**0***	**NO EFFECT ON:**	**PFC - GENERAL**

Budget Information for New Business Items

December 4, 2007 Work Session

Item	Number	Amount	Fund	Name / Description
A	667-07	100,000	3120	US Dept Of Housing & Urban Dev
B	670-07	12,619	3300	Grants - Other
C	679-07	NA		
D	683-07	NA		
E	661-07	NA		
F	663-07	NA		
G	690-07	9,975	1101	General Services District Fund
H	665-07	-	1101	General Services District Fund Budget Amendment
I	687-07	NA		
J	666-07	NA		
K	669-07	NA		
L	681-07	NA		
M	680-07	NA		
N	689-07	NA		
O	664-07	NA		
P	671-07	125,561	3140	US Dept Of Justice Budget Amendment
Q	672-07	147,457	3400	Grants - State Budget Amendment
R	673-07	98,304	3200	US Dept Of Homeland Security Budget Amendment
S	674-07	37,282	3200	US Dept Of Homeland Security Budget Amendment

Budget Information for New Business Items

December 4, 2007 Work Session

T	675-07	217,844	3200	US Dept Of Homeland Security Budget Amendment
U	676-07	NA		
V	684-07	4,995	1101	General Services District Fund
W	668-07	6,250 -	3400 1101	Grants - State General Services District Fund Budget Amendment
X	677-07	2,970	3400	Grants - State
Y	678-07	1,450	3400	Grants - State
Z	682-07	36,000	4002	Sanitary Sewer Revenue and Operating Fund
AA	685-07	-	1101	General Services District Fund Budget Amendment
BB	686-07	-	4002	Sanitary Sewer Revenue and Operating Fund Budget Amendment
CC	691-07	205,000	2504	Capital Projects
DD	692-07	600	1101	General Services District Fund
EE	693-07	7,400	1101	General Services District Fund
FF	656-07	30,000	2514	2005 Bond Projects Fund

667-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENT TO AGREEMENT WITH REACH, INC. IN THE AMOUNT OF $100,000.00 FOR FIRST TIME HOMEBUYERS PROGRAM

On August 28, 2006, REACH, Inc. was awarded $250,000 in HOME funds for direct assistance to low-income families for the First-Time Homebuyers Program in Lexington-Fayette County. The agency has requested an additional $100,000 in HOME funds for direct assistance to participants in the program.

As a result of the increase in the foreclosure rates, the agency has amended its program to provide assistance up to $14,999 for low income families. Previously the program limited the assistance to 5% of the purchase price plus closing costs. With the increase allocation per family, the current award would reduce the number of families assisted. The additional funds allow the agency to fully fund the eligible families anticipated to graduate from Homeownership Counseling during this fiscal year. The agency anticipates 30-40 families to be eligible for funding this fiscal year. The agency has provided assistance to over 407 families since 1995.

Sufficient funds are budgeted in the following accounts:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3120	900202	0001	78100	HOME	2007	H01

Council authorization to execute the Amendment in the amount of $100,000.00 is hereby requested.

Paula King

Paula King, Director

Cc: Kyna Koch, Commissioner of the Department of Finance and Administration

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

EQUAL HOUSING OPPORTUNITY

AMENDMENT TO
AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
REACH, INC.
AGREEMENT

667-07

THIS AMENDMENT, made and entered into this __________ day of ____________________, 2007, by and between the Lexington-Fayette Urban County Government, Lexington, Kentucky (hereinafter "GOVERNMENT") and REACH (Hereinafter "REACH").

WHEREAS, the GOVERNMENT and REACH entered into an agreement dated the twenty-eighth day of August 2006, ("Agreement") for the providing of federal funds by the GOVERNMENT to REACH for a First-Time Homebuyers Program;

WHEREAS, the Agreement entered into on the twenty- eighth day of August 2006, provided that all amendments to the Agreement be in writing and be executed by the GOVERNMENT and REACH;

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

1. To provide an additional $100,000 in FY 2006 HOME Investment Partnership Grant funds from the U.S. Department of Housing and Urban Development for a First-Time Homebuyers Program;
2. In all other respects, except as specifically modified herein, the terms of the agreement dated August 28, 2006 shall remain in full force and effect.

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

Lexington-Fayette Urban County Government

BY:______________________________
Jim Newberry, Mayor

ATTEST:

____
Clerk of Urban County Council

REACH, Inc.

BY: Brenda K. Weaver
Signature of Authorized Official

BRENDA K. WEAVER, CHAIR
Printed Name and Title of Authorized Official

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670-07

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 26, 2007

SUBJECT: **REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER TO THE CONTRACT WITH PAST RESPECTS, LLC FOR THE RENOVATION OF CADENTOWN SCHOOL PROJECT**

On June 21, 2007 (Resolution # 318-2007), Council approved the construction contract for the renovation of Cadentown School Project with Past Respects, LLC, in the amount of $175,309. On August 23, 2007 (Resolution # 423-2007), Council authorized execution of change orders to this construction contract not to exceed $10,000. Change Order #1 and final change order in the amount of $12,619 has now been initiated. This change order is for the following items: girder replacement in the amount of $3,525; flooring replacement in the amount of $2,549; window screens in the amount of $3,245, new chalkboard in the amount of $3,450; and unused electrical allowance (-$150). Total construction contract is now $187,928. Construction has been completed.

Funds for the change order are budgeted as follows:

FUND	DID	SECT	ACCT	PROJECT	BUD REF	AMOUNT
3300	160201	0001	90511	UDAG REPAYMENTS	1992	$12,619

Council authorization to authorize the Mayor to execute change order # is hereby requested.

Paula King
Director

Xc: Kyna Koch, Commissioner of Finance

670-07

CONTRACT HISTORY FORM

Contractor: PAST RESPECTS, LLC

Project Name: CADENTOWN SCHOOL

Contract Number and Date LF21125, JUNE 21, 2007

Responsible LFUCG Division: HISTORIC PRESERVATION

CHANGE ORDER DETAILS

Summary of Previous Change Orders To Date	Percent Change to Dollar Amount	Original Contract
A. Original Contract Amount:	$175,309.00	
B. Cumulative Amount of Previous Change Orders:	$0.00	0% (Line B / Line A)
C. Total Contract Amount Prior to this Change Order:	$175,309.00	
Current Change Order		
D. Amount of This Change Order:	$12,619.00	7% (Line D / Line A)
E. New Contract Amount Including this Change Order :	$187,928.00	107% (Line E / Line A)

SIGNATURE LINES

Project Manager: ______________________ **Date:** __________

Reviewed by: ______________________ **Date:** __________

Division Director: ______________________ **Date:** __________

679-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENT TO AGREEMENT WITH COMMUNITY VENTURES CORPORATION FOR AN EXTENSION OF THE FY2005 HOME FUNDED FIRST TIME HOMEBUYERS PROGRAM AND THE RETENTION OF RECAPTURED FUNDS IN THE AMOUNT OF $258,533.15

On April 21, 2005, Community Ventures Corporation (CVC) was awarded $300,000 in HOME funds for assistance to low-income families for the First-Time Homebuyers Program in Lexington-Fayette County. The agreement expired on April 21, 2007. This amendment extends the contract through October 21, 2008. In addition, the contract allocates $258,533.15 in recaptured funds back to CVC to utilize for the program.

Since August 2002, CVC has received $258,533.15 in recaptured funds for 17 units as a result of lease-purchase tenants not transferring to homeownership within the required 42 months. The agency was confused on the definition of recaptured funds versus program income. The current contract allowed the agency to retain and use program income for the program; however recaptured funds were to be returned to the government. The government has agreed to allow CVC to retain these funds and to utilize them for eligible program activities. The funds have been allocated to eligible families. The agreement has been amended to return all program income and recaptured funds, as more clearly defined, to the government.

Funds were recognized in fiscal year 2007. Council authorization to execute the Amendment is hereby requested.

Paula King

Paula King, Director

Cc: Kyna Koch, Commissioner of the Department of Finance and Administration

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

679-07

AMENDMENT TO
AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
COMMUNITY VENTURES CORPORATION
AGREEMENT

THIS AMENDMENT, made and entered into this ________ day of ______________, 2007, by and between the Lexington-Fayette Urban County Government, Lexington, Kentucky (hereinafter "GOVERNMENT") and Community Ventures Corporation (Hereinafter "CVC").

WHEREAS, the GOVERNMENT and CVC entered into an agreement dated the twenty-first day of April 2005, ("Agreement") for the providing of federal funds by the GOVERNMENT to CVC for a First-Time Homebuyers Program;

WHEREAS, the Agreement entered into on the twenty-first day of April 2005, provided that all amendments to the Agreement be in writing and be executed by the GOVERNMENT and CVC;

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

1. Delete Article I, paragraph 7 (b); and
2. Amend Article I, paragraph 2 to read as follows: The term of the Agreement shall be for 42 months from the date of this agreement or until the entire HOME funds allocated for the CVC program pursuant to this Agreement have been loaned or marked for a particular loan, whichever comes first.
3. Amend Article III, paragraph 10 to read as follows: The Government agrees to allow CVC to utilize all program income received back into the program as identified in the written agreement. All Program Income however, shall be reported and returned to the GOVERNMENT by the 10th day following the end of the quarter, effective upon the execution of this amendment. The quarterly report should include the names of all clients, amount received and dates received. The GOVERNMENT will amend the most current contract annually for the amount of Program Income to be available for use by CVC. All Recaptured funds shall be reported and returned to the GOVERNMENT within 10 days of receipt and not included on the quarterly program income reports.
4. Add: Article III, paragraph 11 to read as follows: The Government agrees to reserve an additional $258,533.15 in HOME funds received as the result of Recaptured Funds received from August 2, 2002 through February 9, 2007 from CVC, as per Attachment I, enclosed, but not reported until January 2007 or thereafter. Of which all funds have been expended on approved projects as per Attachment I during the same time period.
5. In all other respects, except as specifically modified herein, the terms of the agreement dated April 21, 2005 shall remain in full force and effect.

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

Lexington-Fayette Urban County Government

BY:______________________________
Jim Newberry, Mayor

ATTEST:

____
Clerk of Urban County Council

Community Ventures Corporation

BY:______________________________
Kevin R. Smith, President and Chief Executive Officer

679-07

ATTACHMENT I

Address	Downpayment	Rehab Cost	Developers Fee	Original Lease	Date Transferred	Recaptured Funds Received
178 Colfax St	$ 12,127.00	$ 2,873.00	$ 3,842.00	16-Jun-00	2-Aug-02	$ 15,000.00
3713 Red River Drive	$ 15,000.00	$ -	$ 3,400.00	1-Dec-01	12-Mar-04	$ 15,000.00
1834 Shiloh Ct	$ 15,000.00	$ -	$ 4,000.00	24-Oct-01	11-May-04	$ 15,000.00
1956 Sandersville Rd	$ 15,000.00	$ -	$ 4,345.00	20-Dec-01	27-May-04	$ 15,000.00
1199 Winburn Dr	$ 11,393.00	$ 3,000.00	$ 2,550.00	30-Jun-00	7-Jun-04	$ 14,393.00
375 Clearwood Court	$ 15,000.00	$ -	$ 3,500.00	1-Mar-02	29-Jul-04	$ 15,000.00
3520 Laredo Drive	$ 16,998.00	$ -	$ 3,320.00	26-Nov-02	12-May-05	$ 16,998.00
509 El Paseo Place	$ 15,000.00	$ -	$ 4,000.00	26-Sep-02	1-Aug-05	$ 15,000.00
2725 Chelsea Woods Ct	$ 10,000.00	$ -	$ 4,450.00	16-Jul-04	31-Oct-05	$ 10,000.00
517 Judy Lane	$ 14,000.00	$ -	$ 4,725.00	28-Jul-06	2-Feb-06	$ 14,000.00
226 Londonderry Dr	$ 15,000.00	$ -	$ 4,200.00	21-Jun-02	22-May-06	$ 15,000.00
645 Rogers Road	$ 10,000.00	$ -	$ 4,000.00	28-Jun-04	15-Aug-06	$ 10,000.00
147 Chantilly St	$ 16,884.00	$ -	$ 3,875.00	21-Oct-03	18-Oct-06	$ 16,884.00
1240 Bordeaux	$ 15,000.00	$ -	$ 4,500.00	3-Dec-03	30-Nov-06	$ 15,000.00
1508 Deer Lake	$ 15,000.00	$ -	$ 4,075.00	17-Oct-03	28-Dec-06	$ 15,000.00
229 Mandalay Road	$ 15,987.51	$ -	$ 3,550.00	30-Jul-04	31-Jan-07	$ 15,987.51
936 Waverly Drive	$ 25,270.64	$ -	$ 3,150.00	20-Sep-04	9-Feb-07	$ 25,270.64
					TOTAL RECAPTURED FUNDS ON HAND:	**$ 258,533.15**

Address	Downpayment	Closing Cost	Developers Fee	Total	check amount	check date	Recaptured Funds Used
3567 Niagara Dr	$ 25,000.00	$ -	$ 1,930.00	$ 25,930.00	$ 1,000.00	19-Sep-06	$ 25,930.00
492 Larkwood Dr	$ 14,990.00	$ -	$ 4,075.00	$ 18,065.00	$ 1,000.00	10-Oct-06	$ 18,065.00
1951 Kingtree Dr	$ 28,197.74	$ -	$ 4,550.00	$ 31,747.74	$ 1,000.00	10-Oct-06	$ 31,747.74
1579 Van Buren Dr	$ 25,000.00	$ -	$ 1,640.00	$ 25,640.00	$ 1,000.00	7-Nov-06	$ 25,640.00
1269 Beulah Dr	$ 29,300.00	$ -	$ 1,998.00	$ 30,298.00	$ 1,000.00	5-Dec-06	$ 30,298.00
209 Crossfield Pl	$ 25,000.00	$ -	$ 1,680.00	$ 25,680.00	$ 1,000.00	28-Dec-06	$ 25,680.00
1080 Kelsey Dr	$ 25,040.70	$ -	$ 2,178.00	$ 26,218.70	$ 1,000.00	28-Dec-06	$ 26,218.70
113 Clover Valley Dr	$ 14,990.00	$ -	$ 5,650.00	$ 19,640.00	$ 1,000.00	28-Dec-06	$ 19,640.00
2463 Thornberry	$ 20,000.00	$ -	$ 1,580.00	$ 20,580.00	$ 1,000.00	22-Dec-06	$ 20,580.00
609 Elk Lake Dr	$ 30,000.00	$ -	$ 2,180.00	$ 31,180.00	$ 1,000.00	23-Jan-07	$ 31,180.00
417 Peachtree Rd	$ 20,980.00	$ -	$ 1,798.00	$ 21,778.00	$ 1,000.00	30-Jan-07	$ 21,778.00 *
						TOTAL RECAPTURED FUNDS USED :	**$ 276,757.44**

*includes program income on hand

683-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Central Purchasing

TO: Mayor Jim Newberry

FROM: Kyna Koch

Kyna Koch, Commissioner
Finance and Administration Department

DATE: November 27, 2007

RE: Request to Amend Resolution

Resolution 386-2007 authorized execution of an agreement with Metaformers, Inc. to provide professional computer services related to the STARS program. The Client Engagement Agreement has an expiration date of December 31, 2008. Work on this project continues and additional time is needed to complete the work. The attached Administrative Review Form is requesting amending the agreement to extend the expiration date to March 31, 2008.

Attachment

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683-07

CLIENT ENGAGEMENT AGREEMENT

This Client Engagement Agreement ("Agreement") effective as of April 1, 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)") and to perform the services described in Exhibit "A" hereto ("Services"), which is incorporated herein by reference, 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.

2. TERM.
The term of this Agreement shall be effective for the period beginning on or about April 1, 2007 through December 31, 2007, at which time it may be extended as agreed to by both parties in writing.

3. COMPENSATION.
During the term of this Agreement, Client agrees to compensate Metaformers at the hourly or other billing rate identified in Exhibit "A" for its Services. In addition Client agrees to reimburse Metaformers for expenses incurred during the performance of its service as defined in Exhibit "A". Meals shall be reimbursed at the following rates: Breakfast $8; Lunch $9; Dinner $18.

Client agrees to pay all monthly invoices within 30 days of receipt of invoice. 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. This Paragraph shall survive the cancellation, expiration or termination of this agreement.

5. COMPLIANCE WITH CLIENT POLICES AND BUDGETS.
Metaformers shall 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 perform the services in a timely and professional manner.

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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. In no event shall Client's indemnification act as a waiver of any defense, immunity or damage limitation Client may otherwise have available as to third parties

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.

8. METAFORMER'S 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. Except as otherwise provided by law, Client shall not use or disclose to any person, firm or entity any proprietary, confidential or trade secret information of Metaformers or its

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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. LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The venue of any action hereunder shall be in the Fayette Circuit Court, Lexington, Kentucky.

12. 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.

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.

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.

Client Lexington-Fayette Urban Co. Gov't By: Jim Newberry <Client Name> Mayor	Metaformers EDUARDO BRAVING PRESIDENT <<Metaformers Authorized Representative>>
Date	7/30/07 Date

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Exhibit "A"

DESCRIPTION OF CONTRACTOR SERVICES

EXHIBIT A

THIS DOCUMENT IS THE STATEMENT OF WORK ("SOW") AS DEFINED IN SUBCONTRACTOR AGREEMENT ("Agreement"), dated as of May 14, 2007 (the "Effective Date"), between **Metaformers, Inc.**, and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT. This Statement of Work is dated as of April 1, 2007

1. PURPOSE OF PROJECT.

To provide PeopleSoft support services to address Production issues within STARS, to re-implement PeopleSoft AR, and to re-configure Commitment Control and roll-forward related budgets.

2. APPROACH

Metaformers will provide PeopleSoft services on-site and remote addressing Client critical support needs under the direction and approval of Client's Commissioner of Finance and Administration, or her delegate.

3. SCHEDULE

The Statement of Work covers the period April 1 through December 31, 2007.

4. DELIVERABLE SPECIFICATIONS

Metaformers working in tandem with Client resources will deploy the revised AR solution on or around June 4, 2007, will reconfigure Commitment Control and configure budgetary closing to support the fiscal year 2007 roll and to prepare data for fiscal year 2008 to be deployed by June 30, 2007. Metaformers will provide a weekly written status report to Client's Chief Information Officer, or her designee, to communicate progress, risks, issues and future action.

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5. COMPENSATION

Compensation for Services Provided:
Compensation for services from April 1, 2007 through June 30, 2007 is $449, 945 with additional support from July 1, 2007 through December 31, 2007 to be provided as-needed at the hourly rates provided within section 6, which shall not exceed $303,360.

6. METAFORMERS RESOURCES

Metaformers shall supply to Client the following resources.

Metaformers Employee	Role	Start Date	End Date	Estimated Hours	Hourly Rate (Exclusive of Expenses)	Estimated Fees
Edward Bouryng	Project Manager	4/1/07	6/30/07	491	$200	$98,200
Lisa Gutierrez	Functional Lead	4/1/07	6/30/07	656	$135	$88,560
Eric Dolder	Technical Lead	4/1/07	6/30/07	526	$135	$71,010
Beth Bauer	Functional Support	4/16/07	6/30/07	472	$135	$63,720
Don Wynn	Functional Support	5/29/07	6/30/07	200	$135	$27,000
Doug Cazel	Functional Support	4/1/07	6/30/07	123	$135	$16,605
David Cowie, Eric Pallay, other resources as needed	Functional/Technical Support – As Needed	4/1/07	6/30/07	110	$135	$14,850
				Estimated Fees		$379,945
				Estimated Expenses		$70,000
				Total Estimate		$449,945

The following schedule represents the resources and support levels for issue resolution and maintenance support for fiscal year 2008 quarters 1 and 2:

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Fiscal Year 2008, Q1

Resource (hrly rate)	Area	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug	13-Aug	20-Aug	27-Aug	3-Sep	10-Sep	17-Sep	24-Sep
		Expected Total Hours												
Beth Bauer ($135)	AP/AM		40											
Lisa Gutierrez ($135)	FM KK/PO/G			40	40		40	40		40	40	40		40
Ed Bouryng ($200)	L					8			8		8		8	
Eric Dolder ($135)	Tech			40	40		40	40		40	40	40		40

(Additional Technical and Functional Resources May be Provided at $135/hr)

	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug	13-Aug	20-Aug	27-Aug	3-Sep	10-Sep	17-Sep	24-Sep
Hour Totals	160	144	104	104	88	88	88	88	88	88	88	88	88
FTE Equivalents	4	3.6	2.6	2.6	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2
Estimated Fees	24,200	21,000	15,600	15,600	12,400	12,400	12,400	12,400	12,400	12,400	12,400	12,400	12,400
Estimated Expenses	5,000	3,750	1,250	1,250	2,500	500	500	2,500	500		500	2,500	500
Estimated Costs	29,200	24,750	16,850	16,850	14,900	12,900	12,900	14,900	12,900	12,400	12,900	14,900	12,900
													$ 209,250

Fiscal Year 2008, Q2

Resource	Area	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	17-Dec	24-Dec
		Expected Total Hours												
Lisa Gutierrez ($135)	FM KK/PO/G	40	40		40	40	40		40	40	40		40	
Ed Bouryng ($200)	L													
Eric Dolder ($135)	Tech	8	8	8	8	8	8	8	8	8	8	8	8	

(Additional Technical and Functional Resources May be Provided at $135/hr)

	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	17-Dec	24-Dec
Hour Totals	48	56	48	56	48	56	48	56	48	56	48	56	0
FTE Equivalents	1.2	1.4	1.2	1.4	1.2	1.4	1.2	1.4	1.2	1.4	1.2	1.4	0
Estimated Fees	6,480	8,080	6,480	8,080	6,480	8,080	6,480	8,080	6,480	8,080	6,480	8,080	

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Estimated Expenses		500	1,250	600		500	1,250	500		500	1,250	500		
Estimated Costs	6,480	8,680	7,730	8,680	6,480	8,580	7,730	8,580	6,480	8,580	7,730	8,580	-	$ 94,110

[redacted]

Total Support for FY 2008 Q1 Q2	$ 303,360

7/15/2007 7

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Metaformers may substitute resources with equally qualified resources in the event of unforeseen circumstances arising, subject to the prior approval of Client.

7. **ADDITIONAL TERMS AND CONDITIONS**

After June 30, 2007 support will be provided on an as-needed basis at the rates provided within section 6 provided however that Client and Metaformers will mutually agree to support levels and resource commitment if Client's needs are not in line with the anticipated support within section 6.

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.

By: ____________

Name: Edward Bourgeois

Title: President

CLIENT

Lexington Fayette Urban Co. Gov't

By: Jim Newberry

Name: Jim Newberry

Title: Mayor

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL
Memorandum

661-07

TO: Mayor Jim Newberry
Councilmembers

FROM: David Stevens, Chair
Corridors Committee

DATE: November 21, 2007

SUBJECT: Newtown Pike Corridor Ordinance

At the November 20, 2007 Corridors Committee meeting the Committee unanimously recommended approval of the Newtown Pike Corridor Ordinance. This ordinance will protect and enhance the visual character of the corridor for many years to come.

On behalf of the Corridors Committee I request that you adopt this ordinance. Should you need any further information please do not hesitate to contact me.

Paul Schoninger for
David Stevens, Chair
Corridors Committee

Lexington-Fayette Government Center 200 East Main Street Lexington, Kentucky 40507 (859) 258-3200
Lexington-Fayette County Horse Capital of the World www.lfucg.com fax (859) 258-3838

ORDINANCE NO. 661-07

AN ORDINANCE REQUIRING THAT NO BUILDING PERMIT FOR A NEW STRUCTURE OR EXPANSION OF ANY EXISTING STRUCTURE BY MORE THAN TWENTY-FIVE PERCENT IN FLOOR AREA SHALL BE ISSUED FOR ANY STRUCTURE ON PROPERTY ABUTTING NEWTOWN PIKE, BETWEEN WEST MAIN STREET AND THE URBAN SERVICE AREA BOUNDARY ("USAB"), UNLESS THE PLANS SUBMITTED IN CONJUNCTION THEREWITH ARE IN ACCORDANCE WITH A PARTICULAR LANDSCAPE PROFILE; REQUIRING THAT EACH PROPERTY OWNER BE RESPONSIBLE FOR ANY AND ALL LANDSCAPING AND FENCING REQUIRED TO BE INSTALLED UPON HIS PROPERTY UNDER THE TERMS OF THIS ORDINANCE; REQUIRING THAT WHENEVER ISSUANCE OF A BUILDING PERMIT REQUIRES PRIOR APPROVAL OF A DEVELOPMENT PLAN OR SUBDIVISION PLAT, THAT THE REQUIREMENTS OF THIS ORDINANCE BE INCLUDED ON SUCH DEVELOPMENT PLAN OR SUBDIVISION PLAT; AND AUTHORIZING THE CORRIDORS COMMITTEE, ON RECOMMENDATION FROM THE DIVISION OF BUILDING INSPECTION, TO APPROVE AN ALTERNATIVE LANDSCAPE PLAN IF THE TOPOGRAPHY OF THE LAND, EXISTING UTILITY EASEMENTS, AND/OR OTHER UNIQUE FACTORS WOULD NOT PERMIT THE PROPERTY OWNER TO COMPLY WITH THE REQUIREMENTS OF THIS ORDINANCE.

WHEREAS, the segment of Newtown Pike between West Main Street and the Urban Service Area boundary ("USAB") represents a major entryway into Fayette County; and

WHEREAS, the variety of land uses which may develop along Newtown Pike will impact the visual character of that corridor; and

WHEREAS, it is the desire and intent of this Council to implement a significant landscape theme for that corridor that will identify Newtown Pike as a major entryway to the City; that will enhance and beautify that corridor; and that will provide screening from and for abutting properties; and

WHEREAS, it is the intent of this Council to provide a unified and comprehensive list of acceptable landscape materials and a system by which the significant landscape theme described above shall be implemented and maintained;

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

Section 1 – The preamble to this Ordinance shall be and hereby is incorporated herein by reference.

Section 2 – In order to landscape and beautify Newtown Pike between West Main Street and the USAB in accordance with the intent of this Ordinance, no building permit for a new structure or expansion of any existing structure by more than 25% in floor area shall be issued for any structure on property abutting

Newtown Pike, between West Main Street and the USAB, unless the plans submitted to the Division of Building Inspection with the application for such permit include landscaping in accordance with the following requirements:

(a) Large canopy shade trees shall be planted 50 feet on center in a continuous line parallel to and 8 ½ feet from the right-of-way line.

(b) There shall be a 20-foot wide landscape buffer immediately adjacent to and parallel with the Newtown Pike right-of-way line. The 20-foot landscape buffer shall contain the following:

(i) Plantings of evergreen and deciduous trees in varying species and sizes and totaling no fewer than 20 plants per 100' of right-of-way frontage.

(ii) A horse farm fence to be erected on the boundary of the 20-foot buffer area. As used herein, the term "horse farm fence" shall mean a four-plank fence with either a white or a black finish. In those areas where a horse farm fence is inappropriate or unfeasible, a wire fence within a hedge may be substituted. No additional fence shall be required where there is an existing stone fence.

(c) All plant materials shall be of the size and species as set forth in a landscape profile and planting manual on file in the Divisions of Planning and Building Inspection.

(d) The requirements of this Section 2 are in addition to all other applicable requirements of Article 18 of the Zoning Ordinance of the Lexington-Fayette Urban County Government.

Section 3 – Each property owner shall be responsible and liable for the maintenance of the landscaping and fencing required herein, including mowing, fertilizing, pruning, mulching and all costs of maintenance of the fencing within the 20-foot buffer area upon his property.

Section 4 – A landscape plan illustrating fulfillment of these requirements shall be submitted and approved by the Divisions of Building Inspection and Traffic Engineering prior to the issuance of any building permit. The Corridors Committee, on recommendation from the Division of Building Inspection, may approve an alternative landscaping plan which does not illustrate fulfillment with all of these requirements if the topography of the land, existing utility easements, and/or other unique factors would not permit the property owner to comply with all of these requirements. Whenever issuance of a building permit requires prior approval of a development plan or subdivision plat by the Lexington-Fayette Urban County Planning Commission, the requirements of this Ordinance shall be included on such development plan or subdivision plat.

Section 5 – Whenever this Ordinance is in conflict with other local ordinances, regulations or law, the more restrictive ordinance, regulation or law shall govern and shall be enforced by appropriate officers and employees of this Government.

Section 6 – The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid by judgment or decree of a court of competent jurisdiction, said invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 7 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

REB/CO/06-CC1473/00106826

663-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Office of the Senior Advisor for Management

MEMORANDUM

To: Mayor Jim Newberry
Joseph Kelly, Sr. Advisor for Management
Urban County Councilmembers

From: Charlie Boland, Administrative Officer Sr.

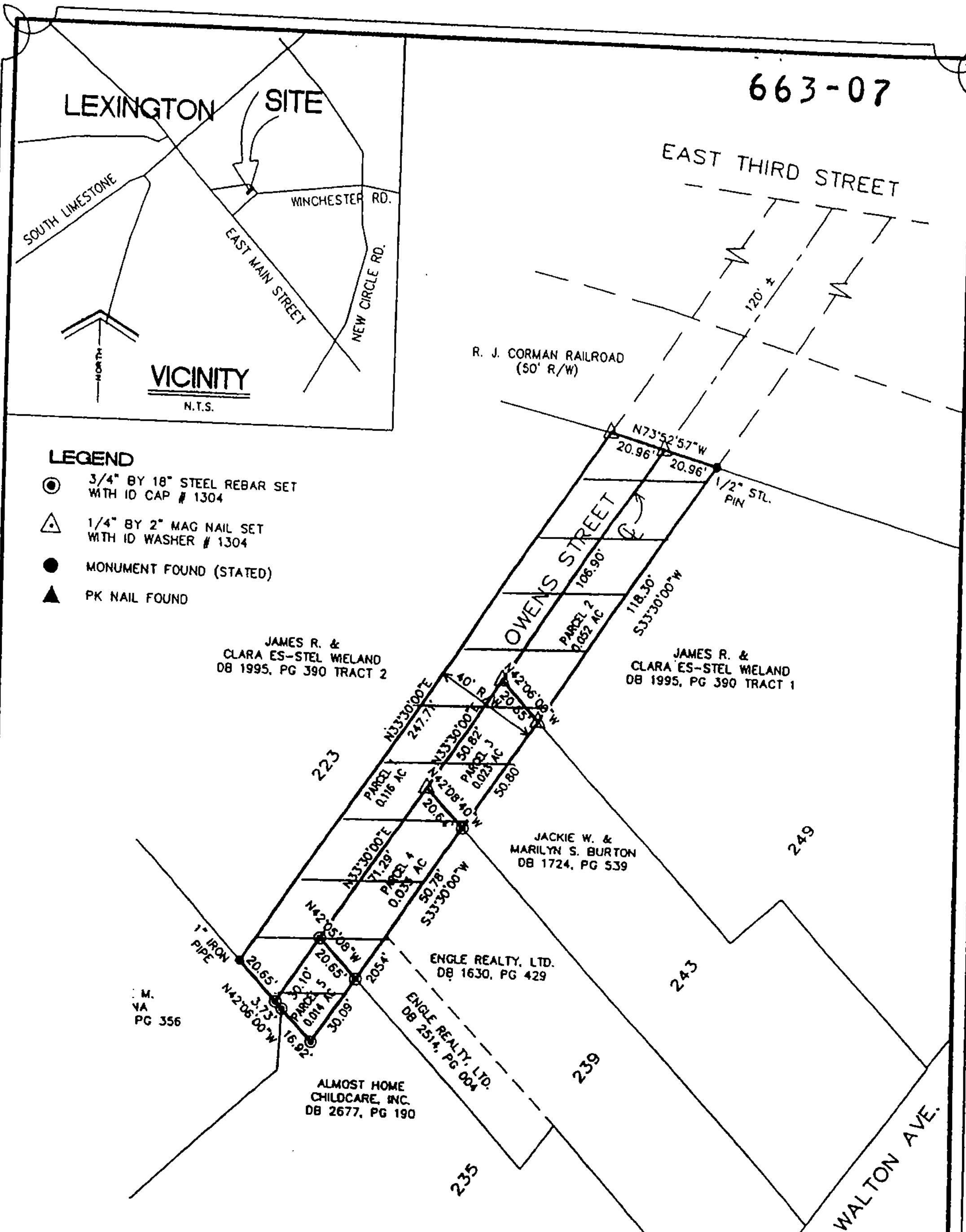
Date: November 26, 2007

Re: Closure of Portion of Owens Street

This is to request closure of a portion of Owens Street right-of-way approximately 250 feet in length. This street runs south from E. Third Street to a dead end. The closure is requested in conjunction with redevelopment of the site abutting the street proximate to the dead end, and south of the R.J. Corman railroad track that crosses the street. The requester owns most of the abutting property, and all of the abutting property owners have executed the required Consent Certificate indicating they will accept responsibility for their portion of the right-of-way once it is closed. A survey indicating the portion of street to be closed is attached.

The appropriate divisions of government and the utility companies have reviewed and consented to the closure also, subject to protection or relocation of their existing facilities in accordance with the approved development plan. Therefore, I request Council authorization of the street closure as presented and execution of all related documents. Please address any questions to me in advance, or at the Council Work Session when this items appears for action. Thank you.

663-07



LEGEND

- ◉ 3/4" BY 18" STEEL REBAR SET WITH ID CAP # 1304
- △ 1/4" BY 2" MAG NAIL SET WITH ID WASHER # 1304
- ● MONUMENT FOUND (STATED)
- ▲ PK NAIL FOUND

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A RANDOM TRAVERSE CLASS "A" SURVEY PERFORMED BY TIM THOMPSON IN APRIL 2007 WITH AN UNADJUSTED FIELD CLOSURE OF 1 IN 15,545. THE SURVEY WAS NOT CLOSED OR BALANCED. BEARINGS BASED ON THE SOUTHEAST LINE OF TRACT 2 IN DB 1995, PG 390 (S33°30'00"W). STEEL PINS SET ARE 3/4" DIA. BY 18" LONG RE-BAR WITH ID CAP LS #1304. MAG NAILS SET ARE 1/4" DIA. BY 2" LONG WITH ID WASHER LS #1304.

Tim Thompson Nov 8, 2007

TIM THOMPSON, LS 1304 DATE

STATE OF KENTUCKY
TIM THOMPSON
1304
LICENSED PROFESSIONAL LAND SURVEYOR

DATE: NOV. 8, 2007

SCALE: 1"=50'

0 50

NORTH

TIM THOMPSON

Professional Engineer
Land Surveyor

232 Henton Court
Versailles, KY 40383
(859) 873-5252

T²S'

PLAT OF SURVEY FOR

LFUCG
PROPERTY

A PORTION OF OWENS STREET R/W
LEXINGTON, FAYETTE CO. KENTUCKY 40508

SURVEY FOR: JAMES R. WIELAND
2043 MANOR DR.
LEXINGTON, KY 40502

FILE: WIELAND.DWG

690-07

Lexington-Fayette Urban County Government

Jim Newberry, Mayor

To: Mayor Jim Newberry
Joseph Kelly, Sr. Advisor for Management
Urban County Councilmembers

From: Penny Ebel, Special Events Director Penny

Date: November 28, 2007

Re: Authorization of Lease Agreement for 2008 Martin Luther King Day Celebration

This is to request authorization of a rental agreement with Lexington Center Corporation for the 2008 MLK Day Celebration. This celebration will be held on Monday, January 21st . The estimated expense is $9,975 for services provided by Lexington Center. This expense is fully budgeted in the Special Projects budget.

The MLK Day Celebration will begin with a breakfast held in the Civic Center, followed by the Freedom March at 10:00am. Marchers will return to the Civic Center for the Commemorative Program, which will feature Dr. Freeman A. Hrabowski, president of the University of Maryland, Baltimore County (UMBC).

I appreciate your consideration of this item and request your approval.

Lexington-Fayette Government Center
200 East Main Street • Lexington, Kentucky 40507 • (859) 258-3100 • FAX (859) 258-3194
mayor@lfucg.com

665-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Human Resources

MEMORANDUM

TO: Mayor Jim Newberry
Joe Kelly, Senior Advisor
Councilmembers

FROM: Michael Allen, Director
Division of Human Resources

DATE: November 26, 2007

RE: **Reclassify Positions – Division of Parks and Recreation**

The attached action amends Section 21-5 of the Code of Ordinances, as follows: abolishing one (1) position of Clerical Assistant (Grade 104N) and creating one (1) position of Staff Assistant (Grade 107N); abolishing one (1) position of Recreation Supervisor (Grade 110E) and creating one (1) position of Park Naturalist (Grade 113E); reclassifying the incumbents within the Division of Parks and Recreation; and, correcting any pay inversions caused by the reclassification, effective retroactive to October 1, 2007.

The department requests this action as a result of the increase in responsibility and duties of these positions.

Based on staff analysis, which includes whole job rank, factor comparison and review by the Mercer Job Evaluation Committee, it is recommended that this position be classified as stated above.

The fiscal impact for the remainder of FY2008 (20 pay periods) will be $15,154 and will be funded using monies from the Division's operating accounts. The annual fiscal impact will be $19,699. All costs include benefits.

Name	Title	Bi-weekly Salary Before	Bi-weekly Salary After	Annual Impact (includes benefits)
Phyllis Arnold	Staff Assistant	$926.32	$1,233.36	$9,892.48
Laurie Taylor-Thomas	Park Naturalist	$1,338.40	$1,642.80	$9,807.46
Total Annual Fiscal Impact = $19,699.94				

In addition, the reclassification of the Clerical Assistant creates one (1) inversion in the Division of Revenue and one (1) inversion in the Division of Traffic Engineering. The fiscal impact for FY 2008 (20 pay periods) will be $899.20, which will be funded from one of the Division of Parks operating accounts.

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To correct these inversions, the following pay changes need to be made:

REVENUE

Name	Title	Bi-weekly Salary Before	Bi-weekly Salary After	Bi-weekly Increase
Pamela Camuel	Staff Assistant	$1,200.64	$1,233.36	$32.72

TRAFFIC ENGINEERING

Name	Title	Bi-weekly Salary Before	Bi-weekly Salary After	Bi-weekly Increase
Catherine Bond	Staff Assistant	$1,221.12	$1,233.36	$12.24

The total FY08 fiscal impact for this action is $17,167. If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

Attachment
TS/dhf

cc: Kimra Cole, Commissioner, Department of General Services
Bill O'Mara, Director, Division of Revenue
Ron Herrington P.E., Director, Division of Traffic Engineering
Darrylyn Combs, Human Resources Manager, Division of Human Resources
Jim Dodson, Human Resources Analyst, Division of Human Resources

Log # 07-1090, 07-1091

687-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of General Services

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

FROM: ROBERT K. STARKWEATHER, ADMINISTRATIVE OFFICER
DEPARTMENT OF GENERAL SERVICES

DATE: November 27, 2007

SUBJECT: AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE CABLE FRANCHISE AGREEMENT, ORDINANCE NO. 163-92 (CONTRACT #3417), WITH INSIGHT KENTUCKY PARTNERS II, L.P. ("INSIGHT") EXTENDING THE AGREEMENT THROUGH SEPTEMBER 3, 2012.

Insight has been a partnership between Insight Communications and Comcast Cable. In April, 2007, the two companies announced they had reached agreement to divide the partnership in which each company held a 50% interest. Closing of the transaction is subject to closing conditions, including government and other approvals, and is expected to be completed by the end of 2007.

Earlier this year Insight hired outside assistance to evaluate the future strategy of the company including growth through acquisitions, sale or maintaining current assets. It is my understanding that process is still in play.

The Lexington Fayette Urban County Government desires to extend and renew the term of the franchise for a term of five years retroactive to September 3, 2007. If the Company follows the sales route this would permit time for any possible new company to "settle in" in Lexington and for the government to get to know any possible new management and their franchise philosophy.

The extension agreement includes a number of conditions and items Insight will provide

200 East Main Street Lexington, KY 40507 (859) 258-3110 Fax (859) 258-3909

at no cost to LFUCG. These are enumerated in the Amendment to the Agreement.

The contemplated action would not affect Insight's "franchise fee", since LFUCG no longer collects any such fee from Insight. The Commonwealth of Kentucky took over this function as a result of the tax modernization act passed in the 2005 regular session of the General Assembly.

Cc: Kimra Cole

Robert K. Starkweather

Robert K. Starkweather

666-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Human Resources

MEMORANDUM

TO: Mayor Jim Newberry
Senior Advisor Joe Kelly
Council Members

FROM: Michael Allen, Director
Division of Human Resources

DATE: November 26, 2007

RE: Transfer Positions – Department of Social Services

The attached action amends Section 22-5 of the Code of Ordinances, transferring one position of Van Driver P/T from the Division of Adult Services to the Office of Aging Services effective upon passage by Council:

- Van Driver—P/T; Vacant

The department requests this action to appropriately align the position within Program 613, Aging Services.

There is no fiscal impact as a result of this action.

If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

Attachment

cc: Marlene Helm, Commissioner, Department of Social Services
Darrylyn Combs, Human Resources Manager, Division of Human Resources
Jim Dodson, Human Resources Analyst, Division of Human Resources

Log # 08-0054

669-07

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 26, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES FOR CONTINUATION OF THE NEW CHANCE PROGRAM, PEERS EDUCATING PEERS, MENTORING, AND THE GOVERNANCE COUNCIL PROJECTS FOR FY 2009

The Lexington-Fayette Urban County Government has prepared a request for federal funds from the Kentucky Cabinet for Health and Family Services for the continuation of four programs in Fiscal Year 2009, in the Department of Social Services. These programs are: the New Chance Program and the Mentoring Program at the Family Care Center, the Local Governance Council Project at LexLinc, and the Peers Educating Peers Program in the Department of Social Services. With the exception of New Chance, these programs have been operated by the LFUCG since1999. New Chance was first implemented in 1990.

The **New Chance Program** at the Family Care Center provides social services to 16-21 year old single parents in Fayette County. These services include components of developmental child care, pediatric health care, health care referrals with family planning, life skills, education, career choice and job training and development. The Family Care Center provides case management services to participants, based upon the individual's level of progress in becoming work ready. Case management includes intensive employment services such as job development, employer follow-up, linkage to additional training, either on-job or on-site, client support and linkage to child care and transportation. The Family Care Center, under its agreement with the state, offers full-time computer keyboarding and office skills instruction to K-TAP recipients when career assessment identifies this need. The funds support the personnel costs of a Social Worker Supervisor, five MSW social workers, an administrative assistant, and a Teacher/Counselor. The funds also provide for supplies, participant transportation, and travel. Total cost of this program for 2009 is $500,738.

The **Mentoring Program** provides for a full-time Life Skills Program Instructor who mentors parents transitioning off of welfare. This program is under the direction of the New Chance Program Manager and provides mentoring services primarily for individuals not eligible for the New Chance program. Total cost of this program is $45,224.

The **Local Governance Council Project** provides funds for the support of a project coordinator to work with the Local Governance Council (LexLinc), for the purpose of providing local leadership to engage the community in creating the best system to support and strengthen children, families and individuals to achieve self-sufficiency and to hold that system accountable. Total project cost is $77,330.

The **Peers Educating PeersProgram** provides funds for the employment of a full-time Project Coordinator who is responsible for working directly with K-TAP recipients and preparing them for welfare reform. These activities include supporting and empowering participants through building strong reciprocal relationships, identifying strengths and resources for the building of a network to help participants achieve self-sufficiency, serving as an advocate for K-TAP families, and working with the business community to assure that recipients are made aware of and prepared to meet standard work place expectations. Total project cost is $49,458.

Funds for all four programs are federal funds originating from the U.S. Department of Health and Human Services. It is not anticipated that the Cabinet for Health and Family Services will fully fund these programs. In previous years the Cabinet has supported approximately 70% of the program costs. Local funds to support this program will be requested in the 2009 General Fund budget.

Council authorization to submit the application is hereby requested.

Paula King
Director

Xc: Marlene Helm, Commissioner of the Department of Social Services

681-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES UNDER THE PREVENT CHILD ABUSE KENTUCKY INITIATIVE FOR A CHILD CARE ASSISTANCE PROGRAM AT THE FAMILY CARE CENTER

The Department of Social Services' Family Care Center has prepared a grant application for submission to the Prevent Child Abuse Kentucky program requesting federal funding for the purpose of offering Child Care Assistance monies to families enrolled in the Kin-Care program.

The Kin-Care program was implemented by the Family Care Center in Fiscal Year 2008 and provides one on one support and resources to families currently caring for relative children (children of relatives) as an alternative to out of home care or foster care. The requested funding will be utilized to help mitigate the cost of high quality daycare for these children. *Families receiving these funds are not eligible for other child care assistance, TANF, etc.* It is proposed that families actively enrolled in the Kin-Care program (minimum twice monthly contact) will receive $150 monthly for each relative child cared for in their home under the age of 6. (Weekly childcare costs for an infant may run as high as $225 per week) Total amount requested is $36,000 which will serve approximately 20-25 children over the next twelve months. No matching funds are required.

These funds are provided to Prevent Child Abuse Kentucky by the Kentucky Cabinet for Health and Family Services with funding established by Title II of the Child Abuse Prevention and Treatment Act Amendments of 1996.

~~Council authorization~~ to submit the application is hereby requested.

Paula King, Director

Xc: Marlene Helm, Commissioner of the Department of Social Services

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

680-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR FEDERAL FUNDS FOR FOURTH YEAR CONTINUATION OF HEALTHY TOMORROWS PROJECT—FY 2008

On March 24, 2005 (Ordinance # 73-2005), the Urban County Council approved the acceptance of an award from the U.S. Department of Health and Human Services/Health Resources and Services Administration/Maternal and Child Health Bureau, for implementation of a Parent Resource Center for a Bright Future under the Healthy Tomorrows initiative at the LFUCG Family Care Center. The Healthy Tomorrows Partnership for Children Program is a collaborative partnership between the American Academy of Pediatrics and the federal government's Maternal and Child Health Bureau. This represented the first year of a five-year project. Second year project was approved for submission and acceptance by Council on October 20, 2005 (Ordinance # 290-2005.) Third Year project was approved by Council on December 12, 2006 (Ordinance # 399-2006).

The Family Care Center's Children's Clinic serves the health care needs of a broad population of approximately 4000 children, all of whom are at or below 200% of poverty level, with most being below 150% of poverty level. Most of these children and their parents are not enrolled in other Family Care Center programs and are in need of more extensive family resource development supports than can be provided in a medical visit to the clinic. The Parent Resource Center for a Bright Future serves as a parent resource center that is fully integrated with pediatric care, and is staffed with a bilingual (Spanish) employee. The purpose is to provide poor families with the connection to available community resources. An application for fourth year funding has been prepared.

The amount of the federal funding available for the fourth year of program operation is $50,000. Funds will be used to pay salary, pension, fringe benefits, and other operating costs for an Eligibility Counselor. Years 3-5 require a match of $100,000 per year. This match will be documented through existing salaries and existing contractual services in the Family Care Center Children's Clinic.

Council authorization to submit application is hereby requested.

Paula King

Paula King, Director

Xc: Marlene Helm, Commissioner of the Department of Social Services

689-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of Social Services

MEMORANDUM

To: Mayor Jim Newberry
Members of the Council
Joe Kelly, Sr. Advisor for Management

FROM: for Commissioner Helm 4/28/09
Marlene Helm, Commissioner

DATE: November 27, 2007

SUBJECT: Agreement with West End Community Empowerment Center ("WECEP")I

I am requesting approval to enter into a lease agreement with the WECEP for space at the Black & Williams Neighborhood Center. The lease is for a term of one year and is automatically renewable for additional terms of one year. The space, as well as utilities and janitorial services, are at no cost to WECEP.

200 East Main Street Lexington, KY 40507 859.258.3800 Fax 859.258.3406 www.lfucg.com

664-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Enhanced 9-1-1

November 26, 2007

TO: Mayor Jim Newberry

FROM: David S Lucas, Director of Enhanced 9-1-1 DL

RE: Service Agreement with Verizon Wireless

VIA: Tim Bennett, Commissioner of Public Safety

This request will authorize the Mayor to sign an agreement with Verizon Wireless to insure the availability of non-emergency 3-1-1 Service for all Verizon Wireless customer handsets when operated within Fayette County.

The agreement secures the use of 3-1-1 by Verizon customers allowing quick and efficient access to LexCall operations. The agreement is for a one (1) year term, automatically renewed on a month-to-month term unless written notice of termination is received by either party.

There is no budgetary impact.

The following documents are attached:

1. Administrative review form. (Blue sheet)
2. Service Agreement

Please return completed documents to my attention for final disposition.

Division of Enhanced 9-1-1 200 E Main St, Rm 320 Lexington, KY 40507 (859) 258-3380

311 – VERIZON WIRELESS SERVICE AGREEMENT FORM

664-07

This 311 Service Agreement ("Agreement") is entered into by and between Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), a Delaware general partnership with its principal place of business at 180 Washington Valley Road, Bedminster, New Jersey 07921, and the Lexington-Fayette Urban County Government (LFUCG) ("Requesting Entity"). Verizon Wireless and the Requesting Entity may be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Service Description: Pursuant to this Agreement, Verizon Wireless will translate the 311 abbreviated dialing code to and for the benefit of the Requesting Entity as set forth below, in compliance with the Federal Communications Commission's ("FCC") order in Docket No. 92-105 ("FCC Order"), but only in the areas described below where Verizon Wireless operates its wireless service..

(a) Verizon Wireless customers will be able to dial 311 using their wireless handsets when within the area serviced ("Service Area") by certain Verizon Wireless Mobile Telephone Switching Office(s) ("MTSO(s)"), and Verizon Wireless will translate those calls to the telephone number provided to Verizon Wireless by the Requesting Entity within this area. Verizon Wireless will use commercially reasonable efforts to design call routing based on the location of its MTSO to include the entire Service indicated by the Requesting Entity however, both Parties acknowledge that the actual Service Area may differ from the Service Area requested. In those instances in which calls are routed from Service Areas beyond those served by the Requesting Entity, the Requesting Entity is responsible for properly transferring or redirecting calls to the adjacent jurisdictions' dispatch or call centers.

(b) The Requesting Entity will have sole responsibility to answer, respond to, transfer, terminate or otherwise handle 311 calls routed to the Requesting Entity's dispatch or call center via the telephone number referenced below, and to make non-emergency public services available in response to such calls ("311 Service"). The Requesting Entity cannot use the 311 Service for any purpose other than to make non-emergency public services available to Verizon Wireless customers in the Service Area.

(c) The 311 Service is subject to transmission limitations and dropped calls. The Service Area may contain areas with no service. The 311 Service is subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Customer equipment, weather, topography and other atmospheric and environmental considerations associated with radio technology also will affect the 311 Service. Voice clarity and reception may vary near coverage boundaries. Additionally, voice clarity and reception may vary significantly within buildings depending on location or building structure. The 311 Service may be temporarily refused, limited, interrupted or curtailed due to Service Area coverage disputes, system capacity limitations and/or equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper operation of the 311 Service. Verizon Wireless assumes no liability for any such limitations, constraints or restrictions.

(d) Unless otherwise stated herein, there shall be no charge to Requesting Entity to design, implement and maintain the 311 Service as outlined in this Agreement. However, certain fees and charges may be assessed in the event that modifications are required after implementation to continue providing the 311 Service which result from: (1) a change in the current scope of the 311 Service, (2) the Requesting Entity's failure to comply with the terms of this Agreement or (3) other conditions required by law.

2. Responsibilities of Third Parties: The Parties acknowledge that Verizon Wireless' ability to support the Requesting Entity's provision of the 311 Service may be dependent upon the timely performance of third parties, including, but not limited to, actions that must be completed by the Requesting Entity's agents, call center, hardware providers and various other suppliers and manufacturers.

3. Confidential Information: Each Party acknowledges that, during the term of this Agreement, the other Party may disclose to it, or it may receive from the other Party in performing its obligations under this Agreement, information, whether communicated or received in oral, written, electronic or any other form, that is considered proprietary, confidential and/or competitively sensitive by the other Party ("Confidential Information"). Both Parties agree to take all reasonable and necessary steps to ensure the confidentiality of all Confidential Information of the other Party. All Confidential Information shall be marked or otherwise designated as proprietary, confidential and/or competitively sensitive by the Party that deems it proprietary, confidential and/or competitively sensitive. The receiving Party shall use not less than the same degree of care it uses with regard to its own proprietary, confidential and/or competitively sensitive information, but not less than reasonable care to prevent the disclosure, unauthorized use or publication of Confidential Information.

Confidential Information shall neither be used, nor allowed to be used, by the receiving Party for any purpose other than to facilitate the performance by it of its obligations under this Agreement.

This section shall not apply to: (i) information that at the time of disclosure was generally available to the public; (ii) information that, subsequent to its disclosure, is published or otherwise becomes available to the public through any means other than an act or omission of the receiving Party; (iii) information that was previously known to the receiving Party free of any obligation to keep it in confidence or that is subsequently developed in good faith by the receiving Party; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis. Further, the receiving Party may disclose Confidential Information if required to do so by applicable law, rule or regulation, or a court or other governmental authority of competent jurisdiction; provided, however, that the receiving Party shall provide the disclosing Party prior written notice of any such disclosure and exercise its best efforts to afford the disclosing Party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

The Requesting Entity acknowledges that preservation of the confidentiality of individually identifiable information about Verizon Wireless customers, including, but not limited to, their telephone numbers, is an important component of the wireless services provided by Verizon Wireless. The Requesting Entity, therefore, agrees that it will not, and it will ensure that any agents used by it to provide the 311 Service will not, inappropriately disclose or abuse such information about Verizon Wireless customers to the extent gained in connection with providing the 311 Service. For purposes of this Agreement, the inappropriate disclosure or use of such information includes, but is not limited to, the following: (i) use of such information for any purpose other than the provision of the 311 Service or for internal analysis; (ii) sale or disclosure of such information, or any data derived from such information, to third parties or (iii) use for sales and marketing purposes or other income generating activity. In the event that the Requesting Entity or any of its agents used for the provision of the 311 Service inappropriately disclose or use such information, as determined by Verizon Wireless in its sole discretion, Verizon Wireless may immediately terminate this Agreement as provided for in Section 4 and pursue any rights available to it at law or equity.

4. Term and Termination: This Agreement is effective on the date of the Verizon Wireless' signature ("Effective Date"), and shall remain effective for one (1) year. Verizon Wireless shall have six (6) months from the Effective Date to complete the work necessary to provide the services required by this Agreement. This Agreement shall automatically renew on a month-to-month term ("Subsequent Term") unless written notice of termination is given by the terminating Party to the other Party not less than 30 days prior to the expiration of each Subsequent Term.

This Agreement may be terminated without liability: (i) at any time by both Parties upon mutual agreement; (ii) immediately, by Verizon Wireless if, by order of the FCC, wireless carriers no longer are required to translate 311 calls to governmental authorities; (iii) immediately by Verizon Wireless in the event the Requesting Entity fails to pay any amount due Verizon Wireless by the due date after delivery of written notice by Verizon Wireless that payment is due; (iv) immediately by Verizon Wireless if the Requesting Entity fails to fulfill any of its responsibilities set forth in Section 14 within 30 days of receiving written notice from Verizon Wireless of such failure; (v) immediately by either Party upon a material breach of this Agreement by the other Party if the material breach is not cured by the breaching Party within 30 days of receiving written notice of the breach; (vi) immediately by Verizon Wireless in the event the Requesting Entity discontinues, suspends or substantially curtails its provision of the 311 Service in the Service Area; (vii) immediately by Verizon Wireless in the event the Requesting Entity, or any agents used by it to provide the 311 Service, inappropriately discloses or abuses individually identifiable information about Verizon Wireless customers; or (viii) immediately by either Party in the event this Agreement, or any provision(s) contained herein, is found to violate any existing or future law, rules regulations, or orders of courts or governmental authorities of competent jurisdiction, as set forth in Section 18.

Termination shall be effective upon written notice of such termination, taking into account any required cure periods, by the terminating Party to the other Party; provided, however, that neither termination nor expiration of this Agreement shall relieve either Party of liabilities previously accrued under this Agreement. The liabilities that will survive expiration or termination will include: (i) all accrued payment obligations as set forth in this Agreement; and (ii) the rights and obligations of the Parties with regards to Sections 3, 5, 6, 7, 8, 10, 11, 15, 17 and 19.

5. Limitation of Liability: In no event shall Verizon Wireless be liable to the Requesting Entity, its employees, agents or any third party, for any indirect, incidental, consequential, special or exemplary damages, whether in an action of contract, negligence, strict liability or other tortuous action, arising out of this Agreement. Both Parties recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement for Verizon Wireless to provide the services described in this Agreement to the Requesting Entity.

6. Indemnification: The Requesting Entity shall defend, indemnify and save harmless Verizon Wireless and its directors, officers, employees and agents from any and all claims or demands whatsoever, including the costs, expenses and reasonable attorney's fees, incurred for any breach of the Requesting Entity's obligations under this Agreement or by any act or omission of the Requesting Entity in providing the 311 Service. In no event shall Requesting Entity's indemnification act as a waiver of any defense, immunity or damage limitations Requesting Entity may otherwise have available as to third parties. Verizon Wireless shall defend, indemnify, protect and hold the Requesting Entity harmless against all suits, actions, claims, demands and judgments, and all cost, expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (directly or indirectly) any breach of default in the performance of any obligation on Verizon Wireless' part to be performed under this Agreement.

7. DISCLAIMER OF WARRANTIES: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT FOR THE PROVISION OF SERVICES AND THAT ANY GOODS PROVIDED HEREUNDER ARE ANCILLARY TO THE PROVISION OF THE REQUESTED SERVICES. ALL GOODS ARE PROVIDED "AS IS". FURTHER, THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR SERVICES PROVIDED HEREUNDER. ADDITIONALLY, VERIZON WIRELESS EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES, GUARANTEES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, ORAL, WRITTEN OR OTHERWISE, RELATED TO ANY EQUIPMENT, FACILITIES, FEATURES, REPAIR, MAINTENANCE AND TO ANY AND ALL GOODS AND SERVICES PROVIDED OR TO BE PROVIDED PURSUANT TO THIS AGREEMENT.

8. No Third Party Beneficiary Relationship or Liability Created: Verizon Wireless offers the services described in this Agreement solely as an aid in the Requesting Entity's provision of non-emergency public safety services pursuant to the FCC Order. Verizon Wireless' provision of the services described in this Agreement does not create any relationship or obligation, direct or indirect, to any person or entity other than the Requesting Entity.

9. Delay/Force Majeure: Verizon Wireless shall provide the services described in this Agreement pursuant to applicable law, rules and regulations, and any mutually agreed to implementation plan, but Verizon Wireless shall not be liable for any delays resulting from acts of God, acts of third parties, equipment failures, strikes, severe weather conditions, fires, riots, wars, earthquakes, equipment or facility shortages or any other causes beyond its reasonable control. The Parties further acknowledge that successful and timely provision of the 311 Service is contingent upon the timely performance of actions by and cooperation of many third parties, including, but limited to, actions that must be completed by the provider of the transmission links between Verizon Wireless and the Requesting Entity or between Verizon Wireless and any agents used by the Requesting Entity.

10. Assignment: The Requesting Entity may not assign any of its rights, nor delegate any of its obligations, under this Agreement without the prior written consent of Verizon Wireless. Verizon Wireless, however, may assign this Agreement to any third party without the consent of the Requesting Entity. All the terms and conditions of this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

11. Dispute Resolution: In the event of a dispute between Verizon Wireless and the Requesting Entity, the Parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement in accordance with the Wireless Industry Arbitration Rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-16, and judgment for the award may be entered by any court having jurisdiction thereof. The place of arbitration shall be Lexington, Kentucky. The arbitrator shall not be empowered to award damages in excess of actual damages, including, but not limited to, punitive damages.

If applicable law prevents arbitration of disputes between the Parties, the Parties' respective project managers shall attempt in good faith to reach an agreement about the nature of the deficiency and the corrective action to be taken. If the project managers are unable to reach agreement, each of them shall produce a detailed report about the nature of the dispute for his or her appropriate management and senior level personnel who shall attempt to reach an agreement within 30 days of receipt of the report. If after 30 days the representatives of the Parties cannot agree upon a written plan of corrective action, or if the agreed-upon completion dates in the plan are exceeded, or if for any reason the provisions of this Agreement requiring arbitration are declared unenforceable, void or voidable, or if any action or judicial proceeding is permitted other than as contemplated by these provisions, each Party waives any right it may have to trial by jury and consents to the bringing of such action in a court with appropriate subject matter jurisdiction. Notwithstanding the foregoing, Verizon Wireless may seek injunctive relief from any court having jurisdiction for suspected breach of Section 3.

12. Independent Contractor: Verizon Wireless' relationship with the Requesting Entity under this Agreement is that of an independent contractor.

13. Responsibilities of Verizon Wireless: Verizon Wireless shall:

- Make good faith efforts, based on the location of its MTSO to translate 311 calls in the Service Area to the number provided by the Requesting Entity.
- Make good faith efforts to implement the services described in this Agreement within six (6) months of the Effective Date.

14. Responsibilities of the Requesting Entity: The Requesting Entity shall:

- Establish and maintain a toll free telephone number for the entire Service Area, and provide that number to Verizon Wireless, so as to enable Verizon Wireless to translate 311 calls within the Service Area to the Requesting Entity's designated call center. The Requesting Entity will be responsible for all costs associated with the establishment, operation and maintenance of such telephone number and call center. The Requesting Entity also will be responsible for ensuring that, even during peak calling periods and times of increasing call volumes, sufficient capacity is available in connection with such telephone number to enable 311 calls to be answered by the Requesting Entity's call center within a reasonable period of time.
- Have sole responsibility for obtaining approvals, authorization and consent from entities and/or jurisdictions affected by the request made by the Requesting Entity
- Have sole responsibility to answer, respond to, transfer, redirect, terminate or otherwise handle 311 calls made by Verizon Wireless customers in the Service Area and translated by Verizon Wireless to the toll free number provided to Verizon Wireless by the Requesting Entity.
- Promptly furnish Verizon Wireless, at the Requesting Entity's expense, all technical material, data and like information reasonably requested by Verizon Wireless under this Agreement as necessary to provide the services described in this Agreement.
- Provide Verizon Wireless with prompt access to the Requesting Entity's premises if reasonably requested by Verizon Wireless as necessary to provide the services described in this Agreement.
- Cooperate with Verizon Wireless and all necessary third parties in all aspects of implementing, scheduling, testing, verifying, operating and maintaining the 311 Service.
- Develop and provide to Verizon Wireless, processes for receiving and responding to inquiries, complaints and requests for information from Verizon Wireless customers about the 311 Service. The Requesting Entity will provide Verizon Wireless with a toll free telephone number that can be provided by it to customers with questions, concerns or other issues about the 311 Service.

15. Acknowledgements: The Parties acknowledge that:

- The terms and conditions set forth in this Agreement are for the Parties' mutual benefit and should encourage the efficient and cooperative deployment of the 311 Service.
- The Requesting Entity has no ownership rights in, or to the use of, the 311 abbreviated dialing code. Verizon Wireless also may, at any time and in its sole discretion, discontinue use of the abbreviated dialing code in connection with the 311 Service, and terminate this Agreement, without liability as set forth in Section 4.
- Verizon Wireless customers who make 311 calls using their wireless handsets in the Service Area will be charged by Verizon Wireless in accordance to the calling plans applicable to each such customer at the time of the calls. These charges are subject to change at any time, in the sole discretion of Verizon Wireless, in accordance with the agreements in place between Verizon Wireless and the customers.
- The relationship between Verizon Wireless and the Requesting Entity created by this Agreement is not exclusive.

16. Amendment/Modification: Any provision of this Agreement may be amended upon mutual agreement of the Parties, executed in writing, and the observance of any provision may be waived only in writing signed by a duly authorized representative of the Parties. Verizon Wireless may also modify this Agreement upon 30 days written notice to the Requesting Entity: (i) if there is a change in applicable law, rules or regulations or the FCC Order; or (ii) if Verizon Wireless should sell or otherwise dispose of all or part of its wireless service licenses for the provision of wireless service in any portion of the Service Area.

17. Governing Law: The laws of the state where the Requesting Entity is based shall govern this Agreement except as otherwise provided for herein, except for matters within the exclusive jurisdiction of the FCC or federal law, rules or regulations.

18. Severability: If any provision(s) of this Agreement is determined to be invalid or contrary to any existing or future law, rules or regulations in any jurisdiction, or any order of a court of competent jurisdiction or other governmental authority of competent jurisdiction, such invalidity shall not impair the operation of any other provision(s) in this Agreement or affect the operation of that provision(s) in any other jurisdiction. To the extent a provision(s) cannot be severed from this Agreement without substantially diminishing the economic value of this Agreement to a Party, that Party may terminate this Agreement consistent with Section 4.

19. Headings: The headings and captions of this Agreement are inserted for convenience and identification only and are in no way intended to define, limit or expand the scope and intent of this Agreement. Where the context so requires, the singular shall include the plural. The references in this Agreement to "Section" or "section" are to sections of this Agreement unless the context clearly requires otherwise.

20. Notices: All notices required by this Agreement must be in writing and delivered via United States mail, postage prepaid, courier or facsimile with confirmation receipt to the persons and addresses set forth beneath the signature blocks. Notices will be deemed effective upon receipt.

21. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the 311 Service.

SIGNATURES

By signing below, each represents that he/she is authorized to commit their organization to the ~~Service set forth~~ in this Agreement.

APPROVED AS TO LEGAL FORM
MKB 11/14/07

REQUESTING ENTITY

Signature: ____________________

Printed Name: Jim Newberry

Title: Mayor

Date: ____________________

VERIZON WIRELESS

Signature: ____________________

Printed Name: Mike Ritter ~~Vice President~~

Title: Midwest Area Marketing

Date: 11/16/07

VERIZON WIRELESS

Name: Dara Malone
Address: 250 E. 96th Street, Suite 300
City: Indianapolis
Phone Number: 317/816-6323

CONTACT INFORMATION (24x7x365)

State: IN **ZIP:** 46240
Fax Number: 317/816-6465

REQUESTING ENTITY

Name: David Lucas, Director of Enhanced 9-1-1
Address: 200 E Main Street
City: Lexington
Phone Number: 859-258-3380

CONTACT INFORMATION (24x7x365)

State: KY **ZIP:** 40507
Fax Number: 859-258-3103

Terminating Number: 859-246-3072
Service Area requested: Cell Tower coverage within Fayette County

671-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2007 STATE CRIMINAL ALIEN ASSISTANCE PROGRAM

On July 5, 2007 (Resolution No. 353-2006), Council authorized submission of an application requesting federal funding under the 2007 State Criminal Alien Assistance Program (SCAAP). This federal program is offered by the Bureau of Justice Assistance, a part of the Office of Justice Programs in the U.S. Department of Justice in conjunction with Immigration and Customs Enforcement (ICE). This program is governed by the Immigration and Nationality Act, 8 U.S.C. §1231 (i) as amended, and Title II, Subtitle C. Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

SCAAP provides funds to States and localities as reimbursement for costs of incarcerated undocumented criminal aliens who have been in custody for at least four consecutive days, and have been convicted of a felony or two misdemeanor offenses. Reimbursable costs are for foreign-born inmates who have 1) entered the U.S. without inspection, 2) was subject of exclusion or deportation proceedings at the time of being taken into custody, and/or 3) admitted as a nonimmigrant at the time of being taken into custody who has failed to maintain the nonimmigrant status. ICE takes responsibility for ensuring that aliens are properly identified and their status verified before awards to state and local governments are made.

The FY 2007 SCAAP payment amounts were determined using a sampling of actual inmate, cost and facility data for a specified reporting period. SCAAP is not a traditional reimbursement program in which the actual cost, facility and data are collected. SCAAP used prior year's data, from the period of July 1, 2005 through June 30, 2006, to determine applicants' annual relative percentages of available funding. The award for 2007 has been announced as $125,561. For FY 2007 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. The Division of Community Corrections has recommended that these funds be spent for construction, training and education of offenders, medical and mental health services, pre-release and re-entry programs, and computer equipment of offender management.

Council authorization to accept the award is hereby requested.

Paula King

Paula King, Director

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

672-07

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 27, 2007

SUBJECT: **REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF STATE FUNDS FROM THE KENTUCKY OFFICE OF THE 911 COORDINATOR/COMMERCIAL MOBILE RADIO SERVICE BOARD FOR IMPROVEMENTS TO THE REGIONAL 911 SYSTEM**

On June 7, 2007 (Resolution No. 281-2007), Council approved the submission of an application to the Kentucky Office of Homeland Security for the designing, building, and implementation of a 9-1-1 regional infrastructure connecting Fayette, Jessamine, Woodford counties and UK's current 911 systems into a redundant infrastructure allowing simplified network connectivity, lower cost and more efficient operations for all parties involved. The regional system will accept landline, wireless and VoIP emergency calls and fully transfer all voice and data associated with each call; capabilities not currently available between individual communication centers.

The Kentucky Office of 911 Coordinator/Commercial Mobile Radio Service Board has offered the Lexington Fayette Urban County Government $147,457 in state funds for completion of the project as outlined in the project budget. No local match is required.

Council authorization to accept the award is hereby requested.

Paula King

Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

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673-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF FEDERAL FUNDS FROM THE KENTUCKY OFFICE OF HOMELAND SECURITY FOR IMPROVEMENTS TO THE REGIONAL 911 SYSTEM

On June 7, 2007 (Resolution No. 281-2007), Council approved the submission of an application to the Kentucky Office of Homeland Security for the designing, building, and implementation of a 9-1-1 regional infrastructure connecting Fayette, Jessamine, Woodford counties and UK's current 911 systems into a redundant infrastructure allowing simplified network connectivity, lower cost and more efficient operations for all parties involved. The regional system will accept landline, wireless and VoIP emergency calls and fully transfer all voice and data associated with each call; capabilities not currently available between individual communication centers.

The Kentucky Office of Homeland Security has offered the Lexington Fayette Urban County Government $98,304 for hardware, services, and installation costs of this system. No local match is required.

Council authorization to accept the award is hereby requested.

Paula King

Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

674-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF FEDERAL FUNDS FROM THE KENTUCKY OFFICE OF HOMELAND SECURITY FOR PURCHASE OF A PORTABLE INTEROPERABLE COMMUNICATIONS TOWER FOR THE DIVISION OF ENVIRONMENTAL AND EMERGENCY MANAGEMENT

On June 7, 2007 (Resolution No. 279-2007), Council approved the submission of an application to the Kentucky Office of Homeland Security for the purchase of Portable Interoperable Communications infrastructure and related equipment for the Division of Environmental and Emergency Management.

The Kentucky Office of Homeland Security has offered the Lexington-Fayette Urban County Government federal funding in the amount of $37,282 which is only 20% of the total amount required for this project. It is anticipated that the remainder of these funds in the amount of $86,993 will come from the Kentucky Office of Homeland Security from another federal source. No local match is required.

Council authorization to accept the award is hereby requested.

Paula King

Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

675 -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 27, 2007

SUBJECT: **REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF FEDERAL FUNDS FROM THE KENTUCKY OFFICE OF HOMELAND SECURITY FOR EXPANSION OF THE MOBILE DATA COMPUTER NETWORK IN THE DIVISION OF POLICE**

On June 7, 2007 (Resolution No. 277-2007), Council approved the submission of an application to the Kentucky Office of Homeland Security for the expansion of the Mobile Data Computer network to include other local, state, and federal agencies. These computers will be connected to the state mobile data network and to the Lexington Police message switch. These agencies will share the network and law enforcement resources currently in use by Lexington Police and Fayette County Sheriff and mirror their installation configuration. Lexington Police will provide installation, maintenance, training and support for this equipment. In addition to MDC deployment, the Lexington Mobile client will be deployed to desktops within each agency listed in this application. The project also includes acquisition of new mobile data computers for the Lexington Division of Police. Lexington Police is seeking to expand its deployment of Mobile Data Computers to staff, investigative, helicopter and motorcycle officers.

The Kentucky Office of Homeland Security has offered the Lexington-Fayette Urban County Government federal funding in the amount of $217,844 which is only 10% of the total amount requested. No local match is required.

Council authorization to accept the award is hereby requested.

Paula King

Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

HORSE CAPITAL OF THE WORLD

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676-07

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 27, 2007

SUBJECT: **REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE 2007 FIRE PREVENTION AND SAFETY 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 2007 Fire Prevention and Safety Grant Program. The application requests funds for two projects.

Project #1 is the Spanish Language Initiative, Phase Three. This project entails a media campaign in conjunction with improved Spanish language literature and media presentations for use at Fire Prevention and Safety outreach efforts targeting the Hispanic population. Total project cost is $47,894. Federal funds in the amount of $38,315 are being requested. A local match of 20% ($9,579) is required. This match is budgeted in the 2008 General Fund budget.

Project #2 is for controllable propane fueled fire extinguisher training equipment and extinguisher training videos. Due to EPA regulations the Fire Safety Educators can no longer use wood pallets or flammable liquids to provide live fire for extinguisher training. Since OSHA requires live fire, hands on training for employees at some manufacturing locations, this training is necessary. The Division of Fire has been providing this training for many years, and wishes to continue to provide this service to the community which includes manufacturing, service, and elderly/medical care facilities. Total project cost is $7,860. Federal funds in the amount of $6,288 are being requested. A local match of 20% ($1,572) is required. This match is budgeted in the 2008 General Fund budget.

The Fire Prevention and Safety Grant Program is a component of the National Preparedness Directorate in the Federal Emergency Management Agency.

Council authorization to submit the application is hereby requested.

Paula King

Paula King, Director

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

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

DATE OF ISSUE	EFFECTIVE DATE	NUMBER ~~REVISED & RESUBMITTED~~
November 27, 2007	684-07	COP: 07/0862

To:
Jim Newberry, Mayor
Urban County Council

From:
Anthany Beatty
Chief of Police

SUBJECT:
Request for Council Action (Blue Sheet)
Purchase of Service Agreement
Murray State University & LFUCG

Please find attached documentation, agreement and blue sheet requesting approval of the Purchase of Service Agreement between the Lexington-Fayette Urban County Government (LFUCG) and Murray State University, Kentucky Institute for International Studies (MSU/KIIS). Murray State University will provide 140-150 hours of academic instruction in the Spanish language, the equivalent of 9 credit hours, or three semesters, of college level Spanish to employees of LFUCG. The training is scheduled for the fall, August through December of 2007.

I am requesting council approval to authorize Mayor Newberry to sign the attached agreements (2 duplicate sets of agreement are attached, original signature required on each set). Upon signing, please forward original paperwork (2 complete signed sets) to the Division of Police.

Cost for services will be $4,995.00 and is fully budgeted. If you have any questions or require additional information, please contact me.

Anthany Beatty
Anthany Beatty
Chief of Police

AB/rmh

Attachment

cc: Tim Bennett, Commissioner

ORM 202

684-07

Advanced Language Program

The Division of Police Advanced Language Program is a very unique program developed specifically for our agency by Kentucky Institute for International Studies (KIIS), Murray State University. The Division of Police has invested considerable effort and funds in developing this program, a big part being the development of relationships with Mexico authorities. While there are other Spanish language instruction programs available, no other program can provide the level of instruction and immersion program that KIIS offers.

The City of Lexington experienced a significant increase in Spanish speaking residents during the mid 1990's. Prior to the arrival of these new residents, Lexington had a very small Spanish speaking population. The influx of these new residents created a difficult problem in providing police services due to both the language barrier and the difficulty officers had in understanding the culture of our newest service population. Like other law enforcement agencies experiencing this problem, the Lexington-Fayette Division of Police offered its' personnel street survival Spanish courses. These courses proved to have minimal success.

To address this issue the Division of Police initiated an Advanced Spanish Language Program in 1997. At the inception of the program, the department had only two of its nearly 500 sworn personnel that could speak Spanish fluently. The Kentucky Institute for International Studies (KIIS) specially designed a program to meet the needs of the Division of Police. The program includes college credit through Murray State University.

The classroom training is conducted in an intensive environment consisting of two 15 week periods (semester) where officers attend class 4 days per week (2.5 hours ea.). Officers receive 9 hours credit for each semester for a total of 18 hours. The immersion program consists of 5 weeks of Training in Morelia, Michoacan (Mexico). Officers must complete two semesters of classroom instruction to be eligible to participate in the immersion program. Officers receive an addition 6 hours of credit for completing the program. During the immersion program officers stay with local host families and communicate only in Spanish. In addition, the officers attend 4 hours of classroom training, followed by participation in practical exercises daily. The exercises combine the practical use of Spanish with Law Enforcement related responses. While there the officers are allowed to tour the Morelia Police Academy, a maximum security prison, juvenile detention facilities and do a ride-a-long with Morelia Police.

Since the inception of this program the Division of Police has hosted KIIS to conduct classroom instruction in 2000, 2003, 2004, 2005-2006. Eighty-eight Division personnel have participated in the classroom portion of the program. Since 1998 KIIS has coordinated immersion trips to Mexico each year. To date 49 Division personnel have completed the immersion trip. Considerable effort has been made by the Division of Police and KIIS in developing relations with Mexico authorities to get approval for the immersion trip. KIIS also conducts Spanish programs for the Louisville Metro Police Department and the Kentucky State Police.

kentucky institute for international studies

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this the 9th day of November, 2007, by and between the Lexington-Fayette Urban County Government ("LFUCG") and Murray State University, Kentucky Institute for International Studies ("MSU/KIIS").

WITNESSETH:

WHEREAS, LFUCG desires to contract with MSU/KIIS to provide for 140 – 150 hours of academic instruction in the Spanish language, the equivalent of 9 credit-hours, or three semesters, of college-level Spanish, to employees of LFUCG; and

WHEREAS, LFUCG believes such an arrangement would be beneficial to its officers and the citizens of the Commonwealth of Kentucky; and

WHEREAS, LFUCG has determined that the most efficient means to secure this arrangement is through the entry of a Memorandum of Agreement;

NOW, THEREFORE, in consideration of the mutual promises and premises contained herein, the parties agree as follows:

1. LFUCG will remit payment of a fee to MSU/KIIS of $4995 per unit of instruction (3 college credit hours with 45 to 50 instructional hours) prior to each unit of instruction. This amount does not include textbooks or academic credit fees.

2. In consideration for the payment set forth in paragraph 1, MSU/KIIS will provide 45 –50 hours of academic instruction in the Spanish language, the equivalent of 3 credit-hours, or one semester, of college-level Spanish, for up to 20 LFUCG employees during the fall (August through December) of 2007. LFUCG retains the option of repeating units of instruction up to three times between August and December.

3. LFUCG retains the option to continue with the academic instruction set forth in paragraph 2, for a further three units of instruction for the spring (January through May) of 2008.

4. LFUCG, in its sole discretion, shall further have the ability under this Agreement to pay MSU/KIIS an additional fee to be determined by the number of participants and the length of stay prior to the departure of any immersion group. Airfare charges will be invoiced separately and not included in the program fee. In exchange for this additional payment, MSU /KIIS will arrange for such employees' participation in KIIS's "Cultural Awareness and Language" immersion program that is held in Mexico, following completion of the academic instruction program referenced in paragraph 2 and 3, above.

Murray State University, Kentucky Institute for International Studies will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, and national origin or disability. Murray State University, Kentucky Institute for International Studies will state in all solicitation or advertisements for employees placed by or on behalf of the University that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, and national origin or disability.

For MSU/KIIS:

Chris Bierwirth, Executive Director

11/9/07
Date

For LFUCG:

Jim Newberry, Mayor

Date

668-07

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 26, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE KENTUCKY ENVIRONMENTAL & PUBLIC PROTECTION CABINET FOR PARTICIPATION IN A MERCURY COLLECTION PROGRAM —FY 2008

The Kentucky Environmental and Public Protection Cabinet has offered the LFUCG state funds in an amount up to $5,000 for participation in a Mercury Collection Program. Participation in this program means that the LFUCG contracts with a licensed and qualified recycler to collect and recycle mercury and provide for the proper disposal of mercury containing equipment. The LFUCG has a recycler on price contract qualified to perform these services. The state agency required the LFUCG to perform these services prior to providing it with a Memorandum of Agreement. The Mercury Collection Program occurred during the period of October 1-6, 2007.

The LFUCG is also required to provide an in-kind match equal to 25% of the state funds. The maximum in-kind match is $1,250 and will be documented with personnel costs of staff assigned to the project.

Council authorization to accept award is hereby requested.

Paula King

Paula King
Director

Xc: Don Kelly, Commissioner of Public Works

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EQUAL HOUSING OPPORTUNITY

677-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE A PERMANENT EASEMENT AT 691 WOODWARD LANE FROM JOSEPH ROYSE FOR THE WILDERNESS ROAD/WOODWARD LANE SANITARY SEWER PROJECT

The Lexington-Fayette Urban County Government has been awarded state funds from the Kentucky Infrastructure Authority Fund for the provision of sanitary sewer service to households in the Bracktown, Cadentown, and Wilderness Road areas under the Unsewered Areas Project. Council authorized acceptance of these funds on July 12, 2005 (Ordinance No. 185-2005).

The Division of Engineering has negotiated a purchase of 963 square feet of permanent sanitary sewer easement at 691 Woodward Lane from Joseph Royse in the amount of $2,970.00.

Funds for purchase of the easement are budgeted in account:

Fund	Dept ID	Section	Project	Budget Reference	Account
3400	303401	3401	Unsewered Areas	2006	92811

Council authorization to accept deed of permanent easement is hereby requested.

Paula King

Paula King
Director

Xc: Don Kelly, Commissioner of the Department of Public Works

678-07

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 27, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE A PERMANENT EASEMENT AT 687 WOODWARD LANE FROM HELEN SOSBY FOR THE WILDERNESS ROAD/WOODWARD LANE SANITARY SEWER PROJECT

The Lexington-Fayette Urban County Government has been awarded state funds from the Kentucky Infrastructure Authority Fund for the provision of sanitary sewer service to households in the Bracktown, Cadentown, and Wilderness Road areas under the Unsewered Areas Project. Council authorized acceptance of these funds on July 12, 2005 (Ordinance No. 185-2005).

The Division of Engineering has negotiated a purchase of 871 square feet of permanent sanitary sewer easement at 687 Woodward Lane from Helen Sosby in the amount of $1,450.00.

Funds for purchase of the easement are budgeted in account:

Fund	Dept ID	Section	Project	Budget Reference	Account
3400	303401	3401	Unsewered Areas	2006	92811

Council authorization to accept deed of permanent easement is hereby requested.

Paula King
Director

Xc: Don Kelly, Commissioner of the Department of Public Works

682-07

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water and Air Quality

To: Mayor Jim Newberry
Urban County Council

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

Date: November 27, 2007

Re: Contract for Blue Sky Wastewater Treatment Plant Contract Operations

The purpose of this memorandum is to request a resolution authorizing an agreement between the Lexington-Fayette Urban County Government (LFUCG) and Lilly Wastewater Management Inc. The contract with Lilly Wastewater Management Inc. will provide contract operation services for Blue Sky Wastewater Treatment Plant for 1 year with the option of a 1 year extension.

The cost for 1 year contract operations is $36,000.00.

Questions regarding this agreement should be directed to Charles Martin at 425-2455.

682-07

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of ___________, 20___ between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Lilly Wastewater Management, Inc. (**CONSULTANT**). **OWNER** intends to proceed with the Contract Operations of Blue Sky Wastewater Treatment Plant. The **CONSULTANT** shall perform all essential operations to meet or exceed the Kentucky Pollutant Discharge Elimination System (KPDES) permit requirements issued by the Kentucky Division of Water (KYDOW).

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** as specified by this agreement, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary electrical, instrumentation, civil and sanitary engineering services incidental thereto.

1.2. Contract Operations

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. In accordance with the guidance documents referenced and focusing on key task elements outlined in Exhibit C the "Scope of Engineering Services", the consultant shall perform all essential operations necessary.

1.2.3. The **CONSULTANT** shall provide all documents outlined in Exhibit C "Scope of Engineering Services".

The duties and responsibilities of **CONSULTANT** are amended and supplemented as indicated in Exhibit A "Proposal for: Engineering Consultant for Contract Operations of Blue Sky Wastewater Treatment Plant".

682-07

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit C "Scope of Engineering Services" (attached), the length of the contract is for One (1) year with the ability to extend the contract for an additional year in January 2009.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the services through completion.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services
OWNER shall pay **CONSULTANT** a lump sum fee not exceeding $3,000/month, $36,000.00/year.

5.1.2. For Extra Work
"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit statements for Basic Services and Extra Work rendered as defined in Exhibit C the "Scope of Engineering Services". The Statements will be based upon **CONSULTANT'S** proposed monthly fee. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. **Other Provisions Concerning Payments**

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. **Termination**

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. **Ownership and Reuse of Documents**

All documents, including raw data, reports, photographs, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3 **Legal Responsibilities and Legal Relations**

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4 Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5 Disputes

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Director of the Division of Sanitary Sewers and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Public Works, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6 Accuracy of CONSULTANT'S Work

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The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7 Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8 Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.9 Required Risk Management Provisions

The **CONSULTANT** understands and agrees that the Risk Management provisions of this contract define the responsibilities of the **CONSULTANT** to the owner.

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

6.9.1 Indemnity

CONSULTANT agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions and expenses (including legal expenses) against Lexington-Fayette Urban County Government (**OWNER**), arising from the proven negligent performance of **CONSULTANT** of the terms of this Agreement, but excepting any such claims, losses, causes of action and expenses arising as a result of fault on part of **OWNER**, its officers, agents and employees. **CONSULTANT** is not responsible for negligent acts of **OWNER**, its officers, agents, and employees.

6.9.2 Insurance Requirements

6.9.2.1 Required Insurance Coverages

CONSULTANT agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage shown below:

1. Errors and Omission insurance protecting the **CONSULTANT** and its employees in an amount not less than $1,000,000.

2. Worker's Compensation insurance as required by Kentucky Revised Statutes, and Employer Liability Coverage.

3. Commercial General Liability (including Contractual Liability) insurance on an "Occurrence Basis" with a combination of primary and/or umbrella coverage limits of not less than $1,000,000 per occurrence and a $2,000,000 aggregate for bodily injury and property damage.

4. Comprehensive Automobile Liability insurance, including Kentucky No-Fault coverage, with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include all non-owned vehicles and all hired vehicles.

5. Both Commercial General Liability and Comprehensive Automobile Liability policies shall include an endorsement naming as additional insured's, "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."

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6.9.3 Acceptability of Insurers

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

6.9.4 Notice of Coverage Renewals for Expiration

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, at the Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507 and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.5 Verification of Coverage

Within thirty (30) days following signing of Contract, **CONSULTANT** agrees to furnish **OWNER** with all applicable Certificates of Insurance; and **CONSULTANT** shall provide **OWNER** copies of all bonds and make available for review upon request any insurance policies, including all endorsements.

6.9.6 Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

6.10 Safety and Loss Control

6.10.1 **CONSULTANT** agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The **CONSULTANT** shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of its employees.

6.10.2 The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR

Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the **CONSULTANT**.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles Martin, Director of the Division of Water and Air Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A - "Proposal for: Engineering Consultant for Contract Operations of Blue Sky Wastewater Treatment Plant"

8.2.2. Exhibit B - "Certificate of Insurance"

8.2.3. Exhibit C - "Scope of Engineering Services/Request for Proposals"

8.3. This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

685-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Human Resources

MEMORANDUM

TO: Mayor Jim Newberry
Joe Kelly, Senior Advisor
Councilmembers

FROM: Michael Allen, Director
Division of Human Resources

DATE: November 27, 2007

RE: **Reclassify Position-Division of Engineering**

The attached action amends Section 21-5 of the Code of Ordinances: abolishing one (1) position of Engineering Technician Sr. (Grade 113E); creating one (1) position of Associate Engineering Technician Principle (Grade 114E); and, reclassifying the incumbent within the Division of Engineering, effective retroactively to August 20, 2007.

The division requests the reclassification as a result of significant change of the duties of this position. The duties are more complex in nature and have increased in dealings with Consulting Engineers, Developers, Attorneys, LFUCG Council and the General Public.

Based on staff analysis, which includes whole job rank, factor comparison and review by the Mercer Job Evaluation Committee, it is recommended that this position be classified as stated above.

The fiscal impact for FY2008 (20 pay periods) will be $3,864.79 and will be funded from the division's operating fund. All costs include benefits. The total annual impact including benefits is $4,368.89.

Name	Title	Annual Salary Before	Annual Salary After	Annual Increase
Phillip Overstreet	Associate Engineering Tech Pr	$50,352.64	$53,878.24	$3,525.60

If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

Attachment
TS/dhf
cc: Don Kelly, P.E. Commissioner, Department of Public Works
Marwan Rayan, Director, Division of Engineering
Darrylyn Combs, Human Resources Manager, Division of Human Resources
Jim Dodson, Human Resources Analyst, Division of Human Resources
Log # 07-1054

95

686-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Human Resources

MEMORANDUM

TO: Mayor Jim Newberry
Joe Kelly, Senior Advisor
Councilmember's

FROM: Michael Allen, Director
Division of Human Resources

DATE: November 27, 2007

RE: **Abolish/Create position – Division of Water and Air Quality**

The attached action amends Section 21-5 of the Code of Ordinances, creating three (3) positions of Environmental Inspector (Grade 113N) and one (1) position of Program Coordinator (Grade 112E), and abolishing one (1) position of Chief Plant Operations Supervisor (Grade 118E), one (1) position of Engineering Technician Senior (Grade 113), and one (1) position of Engineering Technician (Grade 111) all in the Division of Water and Air Quality to become effective upon passage of Council.

The Division requests this action in order to better meet the ongoing and changing needs of the Division. Recent actions by the EPA and KyDOW and the reorganization of the Urban County Government have resulted in the need for the Division to create these positions to coordinate and oversee the IDDE/FOG/ Pretreatment programs.

The fiscal impact for FY2008 is $18,826. (14 pay periods). Funding for the position will originate from the Divisions Personnel contingency balance.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Vacant	Program Specialist	$0	$35,279.66	$35,279.66
Vacant	Environmental Inspector (Three positions)	$0	$113,433.20	$113,433.20
Vacant	Chief Plant operations Supervisor	$54,528.50	$0	($54,528.50
Vacant	Engineering Technician Sr	$37,814.40	$0	($37,814.40
Vacant	Engineering Technician	$32,939.92	$0	($32,939.92)
	Total Annual Impact with benefits $34,963.21			

If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

Attachment

cc: Don Kelly P.E., Commissioner of Public Works
Charles Martin, Director-Division of Water and Air Quality
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 08-0055

691-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

TO: Mayor Jim Newberry

FROM: Rama Dhuwaraha, CIO
Department of Chief Information Officer

DATE: November 28, 2007

RE: Sole Source Procurement for Stat Source Control and Configuration Management Software

The attached Administrative Review Form is requesting authorization to approve DLT Solutions Inc as a sole source vendor for Quest Software.

In the short term, a change management (CM) system will support the LFUCG PeopleSoft implementation. Secondly, a CM package will satisfy the longer term goal of a centralized enterprise-wide accountability, audit and tracking system for PeopleSoft HRMS, EPM, & Financials.

This software will provide the following benefits to the LFUCG:

- Improve ability to test and rollout Peoplesoft patches / updates / codes changes without impacts on users and current customizations.
- Improve the ability to rollback PeopleSoft development and patching mistakes.
- Improve accountability and communication between technical and functional users by tracking changes that have been made.
- Inform IT that PeopleSoft patches applied in one PeopleSoft module (HR, Financials, EPM) will not impact other modules and users, while providing focused information on what to test.
- Reduction in the total PeopleSoft cost of ownership and time spent managing PeopleSoft by streamlining all changes.
- Streamline the PeopleSoft change management, knowledge transfer, and development process during the future expansion of PeopleSoft development staff and potential reduction in the use of outside consulting resources.
- Reduce time spent in testing PeopleSoft changes, which currently requires assistance from end- users and outside consultants.
- Adoption of one software product to replace many systems in use today to manage PeopleSoft change management.
- Discovering automatic audit trails and approval processes for all changes in PeopleSoft streamlines time and effort required to respond to audit request and safeguards both the financial and production systems.
- Preventing potential audit concerns with Quest ACM security approval and workflow benefits for PeopleSoft.

- Support of PeopleSoft's metadata environment at the database object level. Stat is PeopleSoft certified and a proven CM tool that fully supports PeopleSoft's internal as well as external objects.
- Reduced time and effort for Information technology staff when responding to Open Records requests involving internal / external email.

DLT Solutions, Inc. is the only authorized reseller of Quest Software. The cost for the software is $204,999.92.

Please contact me if you have any questions.

692-07

Mayor Jim Newberry

...NGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Parks and Recreation

MEMORANDUM

TO: **Mayor Jim Newberry**
Urban County Council Members

FROM: **Jerry Hancock, Director**
Parks and Recreation

SUBJECT: **Service Agreement with Scheller's Fitness & Cycling**

DATE: **November 26, 2007**

This is a request for Council's approval of a service agreement with Scheller's Fitness & Cycling for the Dunbar Community Center. The agreement has been reviewed by the Law Department and is fully budgeted.

Please contact me if there are any questions.

Cc: Kimra Cole, Commissioner of General Services

COE:msm

692-07

SCHELLER'S®
FITNESS & CYCLING
your FITNESS PROS

QUARTERLY SERVICE AGREEMENT

This agreement is between Scheller's Fitness & Cycling, 1987 Harrodsburg Road, Lexington, KY 40503 and Dunbar Community Center 545 North Upper Street, Lexington, KY 40508

Scheller's Fitness & Cycling agrees to perform **QUARTERLY** service (once every 3MONTHS) on the following equipment commencing ____________________ either party can cancel this agreement with 30 days written notice. The following equipment will be covered:

EQUIPMENT COVERED – PLEASE COMPLETE

Leg Extension	*Chest Press*	*Arm Extension*
Prone Leg Curl	*Smith Machine*	*Arm Curl*
Back Extension	*Overhead Press*	*Olympic Bench*
Lat Pull down	*Stationary Bike*	
Elliptical Machine	*Pec Deck Machine*	
Squat Machine	*Treadmills (QTY3)*	

This **QUARTERLY** service will be limited to cleaning, lubrication and adjustment on all the above-mentioned equipment. This agreement in no way implies indemnification by Scheller's Fitness & Cycling.

If there are any interim problems we will perform service at $30 per ½ hour, ½ hour minimum, with **no additional trip charge**.

The parties below agree to the above terms and conditions:

Dunbar Community Center agrees to pay $150.00 per visit for this service for a total of $600.00 per year. Any needed parts not covered by warranty will be charged in addition to the service.

____
Lexington Fayette County Urban Government on behalf of the Dunbar Center

____
Date Signed

Chad Moeeit
____
Scheller's Fitness & Cycling

11/13/07
Date Signed

Scheller's Fitness & Cycling
1987 Harrodsburg Road
Phone: (859) 276-1071
Fax: (859) 276-1072
www.schellers.com

693-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Parks and Recreation

MEMORANDUM

TO: **Mayor Jim Newberry**
Urban County Council Members

FROM:
Jerry Hancock, Director
Parks and Recreation

SUBJECT: **Lease agreement with the Lexington Center**

DATE: **November 20, 2007**

This is a request for Council's approval of an agreement between the Lexington Center Corporation and Lexington Fayette Urban County Government, Department of Parks and Recreation. This agreement is for the lease of the Opera House for the Kiddie Kapers Program scheduled April 10-12, 2008. The estimated cost to rent this facility is $7,400.00 and is fully budgeted.

Please contact me if there are any questions.

Cc: Kimra Cole, Commissioner of General Services

JH:msm

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
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 a t 258-3300.

200 East Main Street Lexington, KY 40507 859-258-3300 Fax 859-258-3385 www.lfucg.com

URBAN COUNTY COUNCIL

BUDGET & FINANCE COMMITTEE SUMMARY

NOVEMBER 27, 2007

Dr. Stevens chaired the committee meeting, calling it to order at 1:00 pm. All committee members were present.

I. Lexington Horsemen, Assistance with Parking and Concessions

Susan Harris, Director of Business Development for the Horsemen, presented the committee with a proposal. (see attached)

Bryan Boehm, General Manager, stated they want to work with Lexington Center. He stated they want to bring affordable entertainment for all downtown. He stated they are not asking for any money to go to the Lexington Horsemen organization.

Bill Owen, Lexington Center Corp., stated their desire is to help all their users be successful in hosting events. He stated the Horsemen can address the Lexington Center Corp Board at a meeting if they would like. Mr. Owen passed out a 9 page discussion to the committee. (see attached). He stated they see this coming down to three questions:

1. What are the concessions and parking prices at Rupp Arena; how do they compare to other venues; do they impact attendance at events? Mr. Owen stated they began a survey in July and completed it in September. Page 2 of handout is the completed survey showing pricing for concessions for other venues. He stated they were able to compare 14 menu items with Applebee's Park and 9 of those items are equal or lower at Rupp Arena. Page 3 and 4 gives information on parking rates. Page 5 gives information on event utilization.

2. What are the terms of the Horsemen lease and how are they different from other Rupp tenants? Page 6 gives information on lease benefits. He stated page 7 and 8 shows what happened the last few years with attendance and tickets sold. He stated turn stile can be more than tickets sold because of the comp tickets. He stated after 2006 new owners took over and they changed the structure of the lease to flat rate.

3. What are Lexington Center Corps financial obligations and how does it meet them? Page 9 gives information on financial obligations.

CM James asked what the rental rate is based on.

Mr. Owen stated the anticipated attendance rate does have some bearing. He stated they have two tenants who do events by contract every year. They are the Horsemen and UK basketball. He stated for others rent is usually lump sum and each event is a little different. He stated the Horsemen have the lowest rent of all events.

CM James asked who makes up the cost when they have dollar days.

Mr. Owen stated nobody makes up the difference in cost. He stated concession operations are all Rupp Arena employees.

CM James asked if the prices for concessions and parking risen since 2003.

Mr. Owen stated yes they have. He stated this is the first time that a promoter has objected to their prices. He stated to keep them from coming to LFUCG for more funding the Lexington Corp uses this paradigm. He stated they made a 300K request in 2003 for funding support from LFUCG and it was declined.

CM Ellinger asked if outside UK basketball if the Horsemen is the most unique local user of the facility.

Mr. Owen stated yes that is true.

CM Ellinger stated it would be a win win if we could boost the attendance. He asked if they have ever lost money on doing promotions on a single game.

Mr. Owen stated he had not looked at that because it has not markedly achieved greater attendance. Mr. Owen stated the Horsemen promote the events that have concession specials.

CM Ellinger asked if community organizations can come in and run the concessions.

Mr. Owen stated they do allow that.

CM Ellinger asked what costs they incur for parking.

Mr. Owen stated their biggest cost is capital to reseal the lot, landscaping and maintenance. He stated last time they resealed the lots it was around 36K. He stated parking helps support other things as well.

CM Myers asked about rental fee.

Mr. Owen stated $9,500 on top they pay bond fee, sales tax and any other staff requests they have outside of the flat fee. Mr. Owen stated he can get the committee a copy of the lease.

CM James asked about the drops in attendees.

Mr. Boehm stated minor league in sports starts off strong and their goal is to keep the excitement going on.

CM James asked if the change in divisions will help.

Mr. Boehm stated absolutely. He stated they are in the marketing of advertising the rivalries of Cincinnati, Lexington and Louisville. He stated they are starting a 4 game package this year. Mr. Boehm stated Lenny House has opened up his books to anyone who would like to see them.

CM Myers asked for the documents showing the difference in the rent. He stated we can not afford as a city to lose the Horsemen.

CM Moloney asked how many complimentary tickets they give out for a game.

Mr. Boehm stated around 1000 depending on the agreements with partners it varies.

CM Moloney asked if when the schedule is made up if they try to avoid competing activities such as Legends games.

Mr. Boehm stated they do try to avoid competing activities but sometimes it is not possible to avoid. He stated there will be 4 games on the same night as a Legends game.

CM Ellinger asked if Lexington Center Corp knows what the economic impact would be if they Horsemen did not make it.

Mr. Owen stated they do have that data but he has not calculated it and will get it to the committee.

CM Ellinger asked what the cost would be for the 4 requests made in the proposal of the Horsemen.

Mr. Owen stated he can get that data for him.

CM Ellinger asked to have that data provided to the committee.

II. Review of Provisions of Financing to Partnered Agencies

CM Myers asked Commissioner Askew for information from the law department as to what has to be in a PSA and how do we recapture unspent funds from partner agencies. He stated they are looking for something to be able to hold them to the outcomes they stated they could provide.

Commissioner Askew asked if he wanted information that they could review through the course of the year as opposed to when they come asking for more money at the end of the fiscal year.

CM Myers stated absolutely. He stated quarterly would be preferred.

CM Myers asked if in the PSA we could ask for their total budget to see where their other funding sources are coming from.

Commissioner Askew stated he thinks they can ask for that.

Commissioner Helm stated this past year they started a process asking each agency to present their information to a panel. She stated part of the problem is they have not been monitoring the agencies throughout the year.

CM Myers asked where the administration is with the one size fits all process for next year.

Commissioner Helm stated she is meeting with Mr. Cubine and Mr. Deaton later this week and should have something to present to Council soon.

CM Myers asked that Commissioner Askew be included in the process.

Commissioner Askew asked when the committee would like to see the draft of the proposed changes.

CM Myers stated they would like to see it early enough to send recommendations to full Council and have it approved prior to start of the application process for this fiscal year.

III. Financial Updates

This item was continued to the next meeting.

The meeting adjourned at 2:30 pm.

Horsemen Rupp Arena Proposal

In accordance with our official statement released 11/23/07 we want to bring economic growth and revitalization to downtown Lexington and provide entertainment that is affordable to all.

It was never our intent to have the Lexington-Fayette Urban County Government subsidize the Horsemen organization rather we are looking for the county government to assist Lexington Center with the proposed reduced cost of the concessions and parking to make it more affordable for the public to attend events.

We are asking for two things.

1. **A REDUCTION IN THE FACILITIES COST AT THE LEXINGTON CENTER.**

   The Horsemen pay more than any other team in the UIF or the AF2. Most teams are charged $2500 to $8300 per game, while the Horsemen are charged an average of $12,000 + per game.

2. **LEXINGTON CENTER NEEDS TO BE MORE CONSUMER-FRIENDLY AND AFFORDABLE.**

   When you look at the cost of parking and concessions for a family to attend an event at the Lexington Center, it is way too expensive. To pay $10.00 for a game ticket, $8.00 for parking add concessions, and most families of four will spend a minimum of $90.00-$100.00. It definitely limits the number of games a family can afford to attend.
   The working families could attend more games and have a more enjoyable experience while they are there. Lexington's downtown businesses would benefit from all the extra traffic. The Lexington Center would make more money on a greater concession volume. Everyone would win.

   We would like to propose the following suggestions to the Budget Committee;

   - Fifty percent reduction in concession pricing for all patrons regardless of their income.
   - Fifty percent reduction in costs of parking for all patrons regardless of their income.
   - No costs of concessions to the recipients of the Partners for Youth Programs. The Horsemen are currently supplying the recipients' food at an offsite location. This includes the lot rental of $500 and the costs of the food.
   - No costs of parking to the recipients of the Partners for Youth Programs

Thank you for your consideration in this matter and we want to make clear that we do not bear any ill will towards the Lexington Center Corporation, Bill Owen or Carl Hall.

In addition, Lennie House, owner of the Horsemen reserves the right to address the Budget council at a later date since he is currently out of town and the Horsemen were unaware of the date of this session until they were notified on November 20th.

- A PROUD MEMBER OF THE ARENA FOOTBALL FAMILY -

AFL

11/20/07

To Whom It May Concern:

I would like to address some of the recent issues that have been brought up over the past few days and present the official position of the Horsemen organization and its administration.

In order to bring economic growth and revitalization to downtown Lexington, we want to draw the community downtown for various entertainment venues such sporting events, concerts, plays, fairs, art, restaurants and to provide an all-together enjoyable downtown ambiance and experience. Downtown Lexington is now prime for growth, both in population and economic. With the added interest to these events, the economic growth of independent businesses and the local economy is likely to increase.

We want to make this type of entertainment affordable to all. The request to the financial committee and the city council arose out of concerns aired by fans and citizens and non-profit organizations. These concerns were then addressed by our organization and the potential solutions were minimal. It is the policy of the Lexington Center Corporation that there is no negotiation on any concessions or parking prices, or arrangements. We accept that position, but to provide for an affordable repeating event for our fans, we need some flexibility.

It was never our intent to have the Lexington-Fayette Urban County government subsidize the Horsemen organization rather we are looking for the county government to assist Lexington Center with the proposed reduced cost of the concessions and parking to make it more affordable for the public to attend events.

In response to the concerns and allegations to using the tax-payers money to subsidize a private enterprise, let me assure everyone that is not the objective we are trying to meet. Ultimately, we are asking the city council to make concession and parking prices more affordable to the public. Therefore we would like to make it clear and reiterate our point that no tax-payer money would be going to the Horsemen organization.

The owner of the team, Lennie House, has been extremely fortunate in business ventures in Lexington and Central Kentucky. Mr. House does not require the funds for the team or organization but merely is concerned for the future economic growth of downtown and the economic well being of our fans and community. Therefore what we are asking is the county government to step in and address the Lexington Center about their concession and parking prices.

Whether or not the community government is successful in making Rupp Arena more user friendly, the Lexington Horsemen will continue their efforts to be involved in the growth of community and their continued charitable contributions. Over 190 non-profitable organizations and over 3000 local students have benefited over the past few seasons from the Horsemen's community initiatives. The Horsemen are dedicated to the best interests of the community, its fans, and growth of the region. Help us make Central Kentucky strong for future generations.

Sincerely,

Lennie House
Owner/CEO

Bryan Boehm
General Manager

Susan Harris
Director of Community & Public Relations

WEEK	DATE	OPPONENT	LOCATION
1	Saturday, 3/29/08	Daytona Beach	Home
2	Saturday, 4/5/08	Peoria	Home
3	Monday, 4/14/08	Iowa	Away
4	Friday, 4/18/08	Mahoning Valley	Away
5	Saturday, 4/26/08	Louisville	Away
6		BYE	
7	Saturday, 5/10/08	Mahoning Valley	Home
8	Friday, 5/16/08	Green Bay	Away
9	Sunday, 5/25/08	Quad City	Home
10	Saturday, 5/31/08	Louisville	Home
11	Friday, 6/6/08	Tennessee Valley	Away
12	Saturday, 6/14/08	Albany	Home
13	Monday, 6/23/08	Louisville	Away
14	Saturday, 6/28/08	Peoria	Away
15		BYE	
16	Saturday, 7/12/08	Green Bay	Home
17	Saturday, 7/19/08	Iowa	Home
18	Thursday, 7/24/08	Quad City	Away

LFUCG Budget/Finance Committee
November 27, 2007
Lexington Horsemen Discussion

1. What are the concessions and parking prices at Rupp Arena; how do they compare to other venues; do they impact attendance at events?

2. What are the terms of the Horsemen lease and how are they different from other Rupp tenants?

3. What are Lexington Center Corporation's financial obligations and how does it meet them?

	VENUES												
	Rupp Arena	Commonwealth Stadium	Applebee's Park	Keeneland	Regal Cinemas	Assembly Hall	Memorial Stadium	Nippert Stadium	Greensboro	Great American Ballpark	Diddle Arena	Boling Arena	KY Expo Center
	Lexington, KY	Lexington, KY	Lexington, KY	Lexington, KY	Lexington, KY	Champagne, IL	Champagne, IL	Cincinnati, OH	North Carolina	Cincinnati, OH	Bowling Green	Knoxville, TN	Louisville, KY
sm. Drink	$2.75							$2.50	$1.00	$2.00	$2.00	$2.50	$2.00
lg . Drink	$3.75	$4.50	$4.25		$4.50	$3.50	$4.00	$4.00	$4.00	$4.75	$4.00	$3.50	$3.75
coffee	$2.00	$3.50	$2.00	$1.25	$2.25		$2.00	$2.00	$2.00	$2.75	$2.00	$1.50	$2.00
small popcorn	$3.00	$3.00		$2.75	$5.00	$2.50	$3.00	$2.50		$4.00	$2.00	$2.50	$2.50
peanuts	$3.00	$3.00	$3.50	$3.00			$3.00	$3.00	$3.00	$4.00	$3.00	$3.00	
BBQ sandwich	$4.75	$6.00						$4.50	$5.00			$3.50	$5.50
hamburger	$4.00	$6.00		$3.50				$3.50	$4.00		$4.00	$5.00	$4.00
super dog	$3.50		$4.00	$3.25	$4.00								
soft pretzel	$3.00	$4.00	$3.00	$3.00	$4.00	$2.50	$3.00	$2.50	$3.00	$4.00	$2.00		$2.50
potato chips	$2.00			$1.50			$2.00		$2.00	$2.00	$2.00		
extra cheese	$1.00	$1.00	$0.50			$1.00	$1.00	$0.75	$1.00				
ice cream	$3.00			$2.75		$3.50				$3.00			$3.50
wine	$5.00						$5.00			$6.25			$4.50

*Survey completed 9/07

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Parking rates 11/21 UK vs Liberty

1. Rupp Arena	10.00
(parking for Horsemen and other events with attendance less than 10,000 discounted 20% to $8.00)	
2. Langley Properties garage-across from Hyatt	10.00
3. PNC Bank	10.00
4. United Methodist Church-High/Mill	10.00
5. 1st Baptist Church-Short St entrance	10.00
6. Motorcars on Main (next to Salvation Army)	10.00
7. Central bank Building (Kincaid Tower)	12.00
8. Radisson Hotel	12.00
9. Lot at High/Broadway across from Hyatt	20.00/25.00
10. Lot at High/Broadway-gravel	20.00
11. 336 Broadway	15.00
12. Short St/Felix	15.00
13. Victorian Square garage	8.00
14. Broadway Christian Church-2nd Street	8.00
15. Across from Broadway Christian	8.00
16. Pleasant Green Baptist-Maxwell St	8.00
17. Financial Center Garage-blue building	7.00
18. Federal Unemployment office-High/Upper	6.00
19. St. Paul's-Saunier Alley or 2nd Street	5.00
20. Calvary Baptist Church-MLK Bvd	3.00

Main Street Baptist did not park 11/21 because of prayer meeting but usually match Rupp rates.

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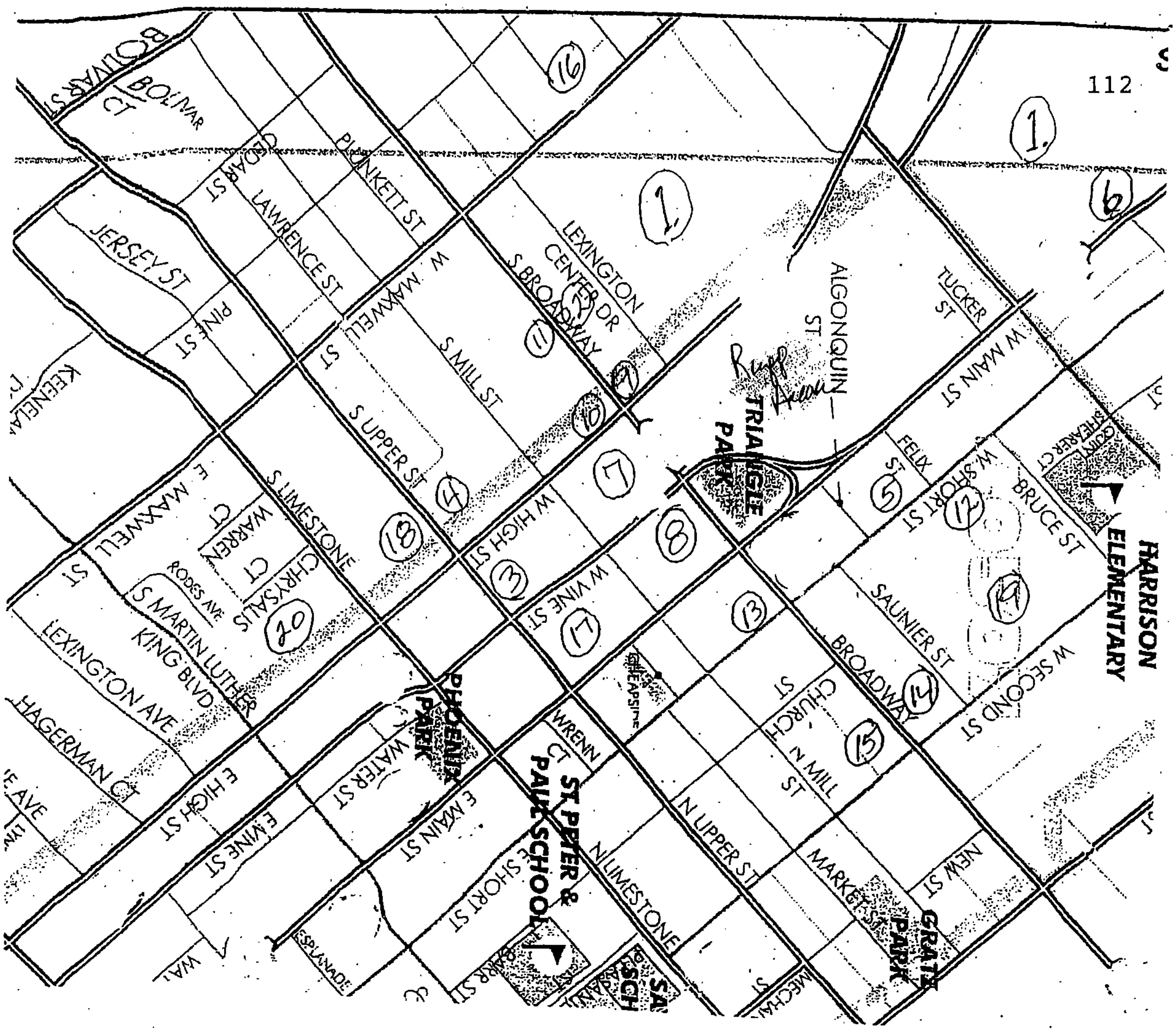
BOLIVAR ST
BOLIVAR CT
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PLUNKETT ST
LAWRENCE ST
JERSEY ST
PINE ST
W MAXWELL ST
S MILL ST
S BROADWAY
LEXINGTON CENTER DR
ALGONQUIN ST
TUCKER ST
W MAIN ST
Rupp Arena
TRIANGLE PARK
FELIX ST
W SHORT ST
BRUCE ST
SHEARER CT
HARRISON ELEMENTARY
SAUNIER ST
W SECOND ST
BROADWAY
CHURCH ST
N MILL ST
NEW ST
MARKET ST
GRATZ PARK
N UPPER ST
N LIMESTONE
WRENN CT
CHEAPSIDE
W VINE ST
W HIGH ST
S UPPER ST
S LIMESTONE
E MAXWELL ST
WARREN CT
CHRYSALIS CT
RODES AVE
S MARTIN LUTHER KING BLVD
LEXINGTON AVE
HAGERMAN CT
E HIGH ST
E VINE ST
E MAIN ST
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PHOENIX PARK
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RUPP ARENA UTIIIZATION

YEAR (fye 6/30)	EVENT /PERFORMANCE	ATTENDANCE
2007	90 performances/83 days	790,990
2006	100 performances/88 days	801,013
2005	127 performances/109 days	816,066
2004	88 performances/75 days	663,445
2003	129 performances/112 days	735,948
2002 **	75 performances/69 days	599,453
2001	118 performances/108 days	762,226

** Renovation/construction limited availability

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Lexington Horsemen Lease Benefits

-Lowest rent of any Rupp Arena users.

-Attendance based rent credits beginning at 4,500 making it possible to reduce rent to only actual game day personnel cost at 7,334 attendance. **ONLY Rupp Arena tenant with this benefit.**

-Lowest bond fee of any Rupp Arena tenant.

-Free office space 365 days per year including all utilities—**value $18,500 annually. ONLY Rupp Arena tenant with this benefit.**

-Discounted parking for season ticket holders. **ONLY Rupp Arena tenant with this benefit.**

-$1.00 beer, $1.00 hotdog concessions promotions to build attendance. **ONLY Rupp Arena tenant with this benefit.**

-FREE use of parking lot for tailgate promotion—Horsemen opted to rent a private lot across from Hyatt Regency.

-FREE parking for game personnel—unlimited.

-FREE use of arena for practice when available.

-FREE use of Heritage Hall for tryouts and field maintenance. LCC charges only for installing and removing field. **Free parking for tryout personnel during KHSAA Sweet 16.**

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Lexington Horsemen
03 Season

DATE	DAY/ TIME	OPPONENT	TIX SOLD	T-STILE	RENT	
29-Mar-03	Sat. 8:00p	Lake Charles	8,224	8,757	364.00	
19-Apr-03	Sat. 7:30p	Oklahoma	5,418	5,468	5,032.00	
3-May-03	Sat. 7:30p	Myrtle Beach	4,805	4,646	5,854.00	
10-May-03	Sat. 7:30p	Evansville	5,565	5,454	5,046.00	
24-May-03	Sat. 7:30p	Ohio Valley	6,132	6,278	4,082.50	
14-Jun-03	Sat. 7:30p	Tennessee	6,079	5,957	4,543.00	
28-Jun-03	Sat. 7:30p	Ft. Wayne	5,466	5,562	4,938.00	
TOTAL:			41,689	42,122	29,859.50	
AVG:			5,956	6,017	4,265.64	

Lexington Horsemen
04 Season

DATE	DAY/ TIME	OPPONENT	TIX SOLD	T-STILE	RENT	
27-Mar-04	Sat. 7:30p	Fort Wayne	4,864	4,952	5,548.00	
17-Apr-04	Sat. 7:30p	Ohio Valley	4,419	4,606	5,816.00	
24-Apr-04	Sat. 7:30p	Tupelo	4,264	3,966	6,000.00	
7-May-04	Fri. 7:30 p	Wichita Falls	3,124	2,919	6,000.00	
29-May-04	Sat. 7:30p	Evansville	3,223	3,160	6,000.00	
12-Jun-04	Sat. 7:30p	Show Me	3,481	3,434	6,000.00	
26-Jun-04	Sat. 7:30p	Waco	3,361	3,322	6,000.00	
2-Jul-04	Fri. 7:30 p	Staten Island	2,978	3,413	6,000.00	
10-Jul-04	Sat. 7:30p	Atlantic City*	1,778	1,998	6,000.00	
16-Jul-04	Fri. 7:30 p	Houma	2,128	2,465	6,000.00	
TOTAL			33,620	34,235	59,364.00	
AVG			3,362	3,424	5,936.40	

Lexington Horsemen
05 Season

DATE	DAY/ TIME	OPPONENT	TIX SOLD	T-STILE	RENT	
26-Mar-05	Sat. 7:30p	Ohio Valley	3,880	4,217	6,000.00	
30-Apr-05	Sat. 7:30p	Ohio Valley	3,811	4,091	6,000.00	
15-May-05	Sun. 2:00p	Tupelo	2,482	1,963	6,000.00	
28-May-05	Sat. 7:30p	Omaha	2,151	2,323	6,000.00	
11-Jun-05	Sat. 7:30p	Sioux Falls	2,091	2,316	4,500.00	
25-Jun-05	Sat. 7:30p	Tenn Valley	2,304	3,115	4,500.00	
30-Jul-05	Sat. 7:30p	Evansville (Play	2,663	3,332	4,500.00	
6-Aug-05	Sat. 7:30p	Sioux Falls (Play	3,435	3,837	4,500.00	
TOTAL			22,817	25,194	42,000.00	
AVG			2,852	3,149	5,250.00	

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Lexington Horsemen
06 Season

DATE	DAY/ TIME	OPPONENT	TIX SOLD	T STILE	RENT
24-Mar-06	Fri. 7:30p	Ohio Valley	3,758	4,402	4,500.00
15-Apr-06	Sat. 7:30p	Omaha Beef	2,862	3,688	4,500.00
28-Apr-06	Fri. 7:30p	Fort Wayne Freedom	2,595	2,966	4,500.00
13-May-06	Sat. 7:30p	Evansville	2,988	3,590	4,500.00
3-Jun-06	Sat. 7:30p	Rockford	2,389	2,919	4,500.00
10-Jun-06	Sat. 7:30p	Sioux City	2,860	3,517	4,500.00
24-Jun-06	Sat. 7:30p	Peoria	3,313	6,408	2,388.00
22-Jul-06	Sat. 7:30p	Rockford Raptors (Playoff Gme	3,035	4,459	4,500.00
TOTAL			23,800	31,949	33,888.00
AVG			2,975	3,994	4,236.00

New ownership - Restructured lease to Flat Rate including game day staff

Lexington Horsemen
07 Season

DATE	DAY/ TIME	OPPONENT	TIX SOLD	T STILE	RENT
7-Apr-07	Sat. 7:30p	Evansville	3,014	3,434	3,569.31
15-Apr-07	Sun 3:00p	Ohio Valley	2,226	2,465	3,345.64
12-May-07	Sat. 7:30p	Rock River	2,890	4,490	3,441.80
2--Jun-07	Sat. 7:30p	River City	2,469	2,660	3,770.96
9-Jun-07	Sat. 7:30p	Bloomington	2,182	2,263	3,385.15
23-Jun-07	Sat. 7:30p	Sioux Falls	2,749	3,565	2,699.89
14-Jul-07	Sat. 7:30p	Ohio Valley	2,430	3,256	3,202.37
28-Jul-07	Sat. 7:30p	Bloomington - Playoff Game	1,548	2,694	3,461.68
TOTAL			[illegible]	24,827	[illegible]
AVG			2,439	3,103	3,359.60

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What are Lexington Center Corporations financial obligations and how does it meet them?

Assets include:
- Rupp Arena
- Lexington Convention Center
- Shops at Lexington Center
- Lexington Opera House
- Triangle Park
- Ancillary parking lots

Current Operating Budget: $10.6 million

FY 2008 Debt Service: $3.6 million

FY 2008 Approved Capital Maintenance Expenses: $1.8 million

Sources of revenue:

Hotel/Motel room tax—2% by KRS statute (varies annually)

Convention/Visitors Bureau inter-agency contract agreement—($948,000 annually)

Cash flows from operations (rent, concessions, parking, etc) (varies annually)

Over its 32 year history Lexington Center/Rupp Arena has paid 100% of operating budget and annual capital maintenance expenses. Debt service ($102 mil) has been paid 50% from hotel/motel room tax; 33% from LCC operations; 16% from LFUCF general fund (over half in the first 10 years—1976 to 1986).

Lexington Center is already providing significant financial support *(attendance based rent credits, office space, parking support, concessions "specials",etc)* to the Horsemen relative to all other Rupp Arena tenants. We feel further subsidy is contrary to the best interest of Lexington-Fayette Co taxpayers and that their interest must be considered first. While we are committed to maximizing utilization of the facilities we manage it must be achieved in a financially responsible way.

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