

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

January 8, 2008

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, December 11, 2007, pp.6-10**
- IV. Budget Amendments – Yes, pp.11-12**
- V. New Business, pp.15-50**
- VI. Continuing Business / Presentations**
 - A. Service Corps of Retired Executives (SCORE) –
Dennis Potts, Chapter Chair**
 - B. Sanitary Sewer Fee Proposal – CM Blevins**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**
- X. Closed Session - Litigation**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of a Quitclaim Deed from the East End Church of Christ, Inc. to LFUCG for a Parcel of Land. (002-08) (Boland/J. Kelly)
 This request will authorize a Quitclaim Deed from the East End Church of Christ, Inc. for a small rectangular parcel of land containing 5,049 square feet (0.1159 acre) to LFUCG. The Church is located at 3055 Todds Road next to 705 Caden Lane owned by LFUCG. 705 Caden Lane is the site of two (2) historic structures and a cemetery (including the former Rosenwald School). This site is on the National Register of Historic Places. The title / ownership of the rectangular parcel is questionable, and may include additional cemetery plots. The quitclaim of this parcel from the Church to LFUCG will clarify ownership. There is no budgetary impact.**pp.15-18**
- B. Authorization to Accept a Donation from Columbia Gas of Kentucky for Destination 2040. (004-08) (Boland/J. Kelly)
 This request will authorize the acceptance of a \$10,000 donation from Columbia Gas of Kentucky in support of Destination 2040. Destination 2040 is a community visioning project for Lexington-Fayette County.**p.19**
- C. Authorization of a Deed of Permanent Storm Sewer and Drainage Easement and a Temporary Construction Easement at 211 Floral Park for the Elizabeth Street Drainage Improvements Project. (003-08) (Martin/D. Kelly)
 This request will authorize a deed of permanent storm sewer and drainage easement for 2,444 square feet, and a temporary construction easement for 2,068 square feet at a cost of \$22,000 at 211 Floral Park for the Elizabeth Street Drainage Improvements project. Funds are budgeted.**p.20**
- D. Authorization of a Deed of Permanent Storm Sewer and Drainage Easement and a Temporary Construction and Access Easement at 220 Floral Park for the Elizabeth Street Drainage Improvements Project. (010-08) (Martin/D. Kelly)
 This request will authorize the acceptance of a deed of permanent storm sewer and drainage easement for 2,249 square feet and a temporary construction and access easement for 4,249 square feet at a cost of \$21,150 at 220 Floral Park for the Elizabeth Street Drainage Improvements project. Funds are budgeted.**p.21**

- E. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Streets, Roads, and Forestry. (007-08) (Allen/D. Kelly)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish one (1) position of Public Service Worker Sr. (Grade 107N), and create one (1) position of Arborist Technician (Grade 112N) within the Division of Streets, Roads, and Forestry. The fiscal impact for FY2008 is \$4,431.10 and will be funded from the Division's operating account.**p.22**
- F. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Historic Preservation. (013-08) (Allen/D. Kelly)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to reinstate one (1) classified civil service position of Historic Preservation Specialist (Grade 114E) within the Division of Historic Preservation. This position was inadvertently abolished by Ordinance No. 256-2004. There is no fiscal impact for this action. Funds were included in the FY2008 budget.**p.23**
- G. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for the South Limestone Multimodal Safety Study – FY2008. (019-08) (P. King/D. Kelly)
This request will authorize the acceptance of Federal funds of \$96,000 from the KYTC for the South Limestone Safety Study approved by Resolution No. 59-2007. This study, recommended by the Lexington Area Metropolitan Planning Organization Transportation Policy Committee, will review and develop design alternatives to address safe movement of pedestrians, bicyclists and vehicles along the South Limestone corridor from Cooper Drive to Maxwell Street. A local match of 20% (\$24,000) is required. The University of Kentucky will provide \$12,000 towards the match. The remaining match is budgeted in the FY2008 General Fund budget.**p.24**
- H. Authorization of a Cooperative Agreement with T-Mobile for the 3-1-1 Dialing Service within Fayette County. (018-08) (Lucas/Bennett)
This request will authorize a Cooperative Agreement with T-Mobile to provide 3-1-1 dialing service to T-Mobile customer's handsets when operated within Fayette County for delivery of LFUCG non-emergency police and other governmental agency information and assistance via voice grade facilities. There is no budgetary impact.**pp.25-30**
- I. Authorization to Amend Section 22-5 of the Code of Ordinances within the office of the Chief Information Officer. (006-08) (Allen/Dhuwaraha)
This request will authorize an amendment to Section 22-5 of the Code of Ordinances to create one (1) unclassified civil service position of Administrative Specialist Principal (Grade 114E) within the office of the Chief Information Officer. The fiscal impact for FY2008 is \$21,606.91. Funding was included in the FY2008 Budget.**p.31**

- J. Authorization to Amend Section 22-5 of the Code of Ordinances within the Department of Social Services. (015-08) (Allen/Helm)
This request will authorize an amendment to Section 22-5 of the Code of Ordinances to abolish one (1) unclassified civil service position of Community Advocate Sr. (Grade 112N), and create one (1) unclassified civil service position of Administrative Specialist Sr. (Grade 112N) within the Department of Social Services. Position is funded. There is no fiscal impact for FY2008.**p.32**
- K. Authorization of a Facility Usage Contract with the Fayette County Board of Education on Behalf of the Division of Parks and Recreation. (009-08) (Hancock/Cole)
This request will authorize a Facility Usage Contract for \$13,598 with the Fayette County Board of Education for use of Millcreek Elementary, Yates Elementary and Jessie Clark Middle Schools for basketball for school year 2007 – 2008. Funds are budgeted.**pp.33-42**
- L. Authorization to Amend the Joinder Agreement with the Kentucky Public Employees' Deferred Compensation Authority on Behalf of LFUCG. (011-08) (Allen/Koch)
This request will authorize an amendment to the Joinder Agreement with the Kentucky Public Employees' Deferred Compensation Authority to provide for the offering of Deemed IRAs through the Kentucky Public Employees' 401(k) Deferred Compensation Plan (401(k) Plan) to LFUCG. Both the Traditional and Roth IRA options will be available. This action was effected the first pay period after July 1, 2007. There is no budgetary impact.**pp.43-45**
- M. Authorization to Amend an Agreement with ICMA-RC on Behalf of LFUCG. (012-08) (Allen/Koch)
This request will authorize an amendment to an agreement with ICMA-RC to provide for payroll deduction IRAs for LFUCG employees. There is no budgetary impact.**pp.46-48**
- N. Authorization to Amend Section 1 of Ordinance No. 391-2005 to Correct a Typographic Error. (016-08) (Allen/Koch)
This request will authorize an amendment to Section 1 of Ordinance No. 391-2005 to correct a typographic error to reference "640. 37 1 528 109N Program Coordinator" to read: "640. 73 2 528 109N Program Coordinator" and remove it from subsection line numbers of Section 22-5(2) of the Code of Ordinances and place in subsection line numbers of Section 21-5(2) of the Code of Ordinances. There is no budgetary impact.**p.49**

O. Authorization to Submit Application to the Federal Emergency Management Agency (FEMA) on Behalf of the Division of Water and Air Quality for a Hazard Mitigation Project – FY2009. (020-08) (P. King/Taylor)

This request will authorize the submission of an application to FEMA, Hazard Mitigation Program, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 on behalf of the Division of Water and Air Quality for Federal funding of 75% (\$334,320) of the project cost for the implementation of a flood hazard mitigation project on Shandon Drive and for the purchase of three (3) single-family houses on Shandon Drive. Other project expenses include appraisals, surveys, closing costs, asbestos testing and abatement, and demolition. State funding of 12% (\$53,490) has been requested. A local match of 13% (\$57,950) is required and will be included in the FY2009 General Fund budget. Total project cost is \$445,760.**p.50**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

December 11, 2007

Vice Mayor Gray chaired the meeting, calling it to order at 3:05 pm. All Council Members were present, except CMs Crosbie and Moloney.

- I. Public Comment – Issues on Agenda-None
 - A. Employee Recognition

CM Blevins acknowledged Julia Shaw, Lexington Police Dept. for being Awarded the KY Women's Law Enforcement Network Civilian Employee Award. The network gives this award to one person each year whose actions have had a positive impact on women in law enforcement and/or the law enforcement community. Ms. Shaw became one of the first female Collision Reconstructionists in the division and was also one of the first females trained in Total Station use and advanced traffic data collection techniques. She is the division's sole Traffic Analyst. She is also responsible for the coordinating media inquiries and open records requests.

- II. Requested Rezoning / Docket Approval-Yes

A motion by CM Ellinger to place on the docket without a hearing, an ordinance changing the zone from a Professional Office (P-1) zone to a Highway Services Business (B03) zone for 1.16 net (3.57 gross) acres of property located at 2374 Lake Park Road, subject to a certain use restriction imposed as a condition of granting the zone change. (Value Place Real Estate Services AMD)), seconded by CM Gorton, passed unanimously.

A motion by CM Stevens to place on the docket a resolution accepting the proposal of FM Solutions, Inc in response to RFP # 34-2007, and authorizing the Mayor to execute a Professional Services Agreement with FM Solutions, Inc for performance of services related to the Downtown Facilities Evaluation, at a cost not to exceed \$94,785.00, seconded by CM Lane, passed unanimously.

A motion by CM James to place on the docket a resolution initiating for Planning Commission review and recommendation the re-zoning of approximately three(3) acres of property located at 898 Georgetown St and a portion of 798 Georgetown St from an Agricultural (A-U) zone to a Planned Neighborhood Residential (R-3) zone, seconded by CM Ellinger, passed unanimously.

A motion by CM Gorton to approve the docket as amended, seconded by CM DeCamp, passed unanimously.

III. Approval of Summary – Yes

A motion by CM Gorton to approve the amending of the December 4, 2007 summary to add "Cheryl Taylor for Commissioner of Environmental Quality", seconded by CM McChord, passed unanimously.

A motion by CM Stevens to approve the amending of the November 27, 2007 summary to read as follows: A motion by CM Stevens to circulate the 2nd drafted letter to members of the Council for their signatures, if they wish to, and that the letter be transmitted to the addressees forthwith and that it be placed in our minutes, seconded by CM Gorton, passed with a 9-1 vote (there were 3 abstentions), seconded by CM James, passed unanimously.

A motion by CM Stinnett to approve the summary from December 4, 2007 as amended, was seconded by CM McChord, passed unanimously.

IV. Budget Amendments-Yes

A motion by CM McChord to remove Budget Amendment Journal 15917-18, in the amount of \$2,191, because it is a duplicate of the Budget Amendment accompanying New Business Item "I", seconded by CM Stinnett, passed unanimously.

A motion by CM Stinnett to approve budget amendments as amended, seconded by CM Ellinger, passed unanimously.

V. New Business

- A. Authorization to Submit a Grant Application to the Kentucky Board of Emergency Medical Services on Behalf of the Division of Fire and Emergency Services. (696-07) (King/Bennett)
- B. Authorization to Accept a Price Contract with M/A-COM, Inc. on Behalf of the Division of Fire and Emergency Services. (706-07) (Hendricks/Bennett)
- C. Authorization to Submit Grant Application to the Federal Emergency Management Agency (FEMA) for a Hazard Mitigation Project – FY2009. (694-07) (King/D. Kelly)

- D. Authorization of an Acceptance of a Deed of Temporary Construction Easement at 889 Star Shoot Parkway for the Star Shoot Parkway Extension Project. (699-07) (Rayan/D. Kelly)
- E. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Waste Management. (702-07) (Allen/D. Kelly)
- F. Authorization to Submit Project Profiles to the Kentucky Infrastructure Authority for Wastewater Projects. (701-07) (King/D. Kelly)
- G. Authorization of a Software Product License Agreement with Granicus, Inc. for the Council Chambers Voting System for the Remainder of FY2008. (697-07) (Damrell/Langston)
- H. Authorization of a Resolution for a Subordination Agreement of a Financial Assistance Program (FAP) Mortgage at 3109 Starling Drive. (698-07) (Askew)
- I. Authorization of Change Order No. 1 to Contract with Art's Electric for the Installation of a Generator at the Government Center. (700-07) (Dhuwaraha)
- J. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Parks and Recreation. (703-07) (Allen/Cole)
- K. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Building Maintenance and Construction. (704-07) (Allen/Cole)
- L. Authorization of a Facility Agreement with Toyota Bluegrass Miracle League, Inc. (d/b/a Toyota Bluegrass Miracle League) for the Special Surface Ball Field at Shillito Park.. (705-07) (Hancock/Cole)
- M. Authorization of an Agreement with Volunteers of America (VOA) for Emergency Housing Services – FY2008. (695-07) (King/Koch)
- N. Authorization to Provide a Stipend for the Position of Permanent Sworn Battalion Chief in the Division of Fire and Emergency Services. (606-07) (Allen)

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

VI. Continuing Business / Presentations

A. Services Committee Update

This update was given by Chair CM Ellinger. There was 1 motion to come forward.

A motion by CM Ellinger to approve a resolution supporting the efforts of Central Baptist Hospital, St Joseph Healthcare, UK Healthcare Albert B Chandler Hospital, UK Healthcare Good Samaritan and the other members of the tobacco-free healthcare collaboration in their efforts to eliminate smoking from hospital campuses as well as facilities owned or leased by the hospitals, seconded by CM Gorton, passed unanimously.

B. Snow and Ice Removal Plan Presentation

This presentation was done by Kevin Wente from the Division of Public Works & Development and Leo McMillen, Director of Streets, Roads, and Forestry.

VII. Council Report

CM Gorton-Wished Liz Damrell well for her long service to the city; asked a question about journal entry re: SCORE; asked Artie Green and Rebecca Langston to schedule a presentation from SCORE; CM McChord spoke and said that he has been connected with this group since 2000; CM Dr. Stevens spoke and said that he is on their local panel.

CM Blevins-A motion by CM Blevins to approve the NDF list for Dec. 11, 2007, seconded by CM Blues, passed unanimously.

CM James-Asked citizen Jeff Bradford to speak about trailer parks.

A motion by CM James to move to place into Planning Committee the issue of trailer parks, as it relates to quality of life of residents, seconded by CM McChord, passed unanimously.

CM Stevens-A motion by CM Stevens to place on the docket for 1/8/08 Newtown Pike Landscaping Ordinance, seconded by CM Gorton, passed unanimously.

CM Blues-Announced several Christmas dinners: on 12/14 @ 6:30 pm Highlands NA, for more information, contact Holly Bryan at 233-0276; on 12/15 @ 6 pm Meadowthorpe NA annual Christmas potluck, contact Shirley Young at 255-4002; also at 6 pm the same night, Historic Woodward Heights NA Progressive Christmas Party, contact Tim Carella at 252-5343; on 12/17 at 7 pm Radcliffe-Marlboro Christmas party, contact Julia Martin at 299-0306 same evening at 7 pm-Oakwood NA meeting.

VIII. Mayor's Report-Yes

A motion by CM Gorton to approve the Mayor's report, seconded by CM DeCamp passed unanimously.

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

Lewis Cobb, citizen, spoke.

CM James asked Mr. Cobb to bring the Council copies of his book.

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

Work Session was adjourned at 3:49 pm.

BUDGET AMENDMENT REQUEST LIST

11

JOURNAL	16342-43	DIVISION	Social Services	Fund Name	Donation Fund
				Fund Impact	2,600.00
					2,600.00CR
					.00

To provide for operating expenses for Project Lifesaver items by recognizing contributions for this program.

JOURNAL	16482-83	DIVISION	Youth Services	Fund Name	Donation Fund
				Fund Impact	1,090.00
					1,090.00CR
					.00

To provide funds for operating supplies to support Gainesway program activities by recognizing a donation to the Gainesway Center.

JOURNAL	16636	DIVISION	Code Enforcement	Fund Name	General Fund
				Fund Impact	5,380.00
					5,380.00CR
					.00

To provide funds for temporary salaries by decreasing funds for professional services.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Services District – General Fund	.00
Fund	1103	Donation Fund	.00



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 16482-83 **Budget Amendment Date** 12/12/07
Requesting Division YOUTH SERVICES
Fund Name DONATIONS
Fund Number 1103
Contact for Additional Information STEPHANIE JACKSON x4310

Description

To provide funds for operating supplies to support Gainesway program activities.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

13

January 8, 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
004-08 B	BA 1182	Office of the Mayor	To provide funds for Destination 2040 Community Visioning project by recognizing a donation from Columbia Gas of Kentucky. 1101 10,000 1101 10,000CR 0*
007-08 E	CB 0002	Streets, Roads and Forestry	To provide funds for one position of Arborist Technician (Grade 112N) and by abolishing funds for one position of Public Service Worker Sr. (Grade 107N) and by reducing funds for Repairs and Maintenance. 1101 4,430 1101 4,430CR 0*
019-08 G	BA 1195	Community Development	To establish grant budget for the South Limestone Multimodal study – FY 2008. 3160 120,000 3160 120,000CR 0*

EFFECT ON FUND BALANCES

FUND 1101	0*	NO EFFECT ON:	GENERAL SERVICES DISTRICT
FUND 3160	0*	NO EFFECT ON:	US DEPT OF TRANSPORTATION

Budget Information for New Business Items

January 8, 2008 Work Session

Item	Number	Amount	Fund	Name / Description
A	002-08	NA		
B	004-08	10,000	1101	General Services District Fund Budget Amendment
C	003-08	22,000	2522	Public Works
D	010-08	21,150	2522	Public Works
E	007-08	4,430	1101	General Services District Fund Budget Amendment
F	013-08	NA		
G	019-08	120,000	3160	US Dept Of Transportation Budget Amendment
H	018-08	NA		
I	006-08	21,610	1101	General Services District Fund
J	015-08	NA		
K	009-08	13,598	1101	General Services District Fund
L	011-08	NA		
M	012-08	NA		
N	016-08	NA		
O	020-08	NA		



002-08

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

From: Charlie Boland, Administrative Officer, Sr.

Date: December 12, 2007

Re: 705 Caden Lane / 3055 Todds Road Quitclaim Deed

This is to request authorization of a Quitclaim Deed from the East End Church of Christ, Inc. to LFUCG for a small rectangular parcel of land (5,049 sq. ft. / 0.1159 acre) at the rear of the church property, to clarify a question of ownership. The land in question is shown on the attached exhibit.

LFUCG owns the property at 705 Caden Lane, which is the site of two historic structures and a cemetery, including the former Rosenwald School. This site is on the National Register of Historic Places, and the school is currently being renovated by LFUCG under a state grant, as a historic resource.

Adjacent to this property, the East End Church of Christ purchased 3055 Todds Rd. to construct a new church facility. At the rear of this property, along the property line that abuts LFUCG property, is a small rectangular parcel of land for which the title / ownership is in question. This land likely relates to the historic property owned by LFUCG, and may include additional cemetery plots. The property has been reviewed and conveyance of it approved by the Division of Historic Preservation.

To clarify ownership of the land, the East End Church of Christ, Inc. has executed and presented a Quitclaim Deed to LFUCG. I request Council authorization to execute the deed and accept conveyance of the property. There is no cost to the government

HORSE CAPITAL OF THE WORLD

200 East Main Street

Lexington, KY 40507

859-258-3155

www.lfucg.com

UTM References

Coordinate 1. 725697 (E), 4210098 (N)
Coordinate 2. 725620 (E), 4210177 (N)
Coordinate 3. 725589 (E), 4210137 (N)
Coordinate 4. 725583 (E), 4210144 (N)
Coordinate 5. 725638 (E), 4210216 (N)
Coordinate 6. 725716 (E), 4210126 (N)
Coordinate 7. 725698 (E), 4210103 (N)

NOTE:
All coordinates taken from USGS Map
quad Lexington East, zone 16

QUITCLAIM
DEED
PARCEL
5,049 sq. ft.
0.1159 acre

5
Cemetery

LFUCG

Cadentown
School

Cadentown Baptist
Church

EAST END
CHURCH OF CHRIST

3055 TODDS RD.

CADEN LN

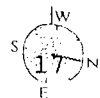
CADEN LN

CADENTOWN SCHOOL
705 Caden Lane
Lexington, Fayette County, Kentucky

30 0 30 60 90 Feet

© LFUCG 2005





002-08

3055 TODDS
RD

705 CADEN LN

002-08

QUITCLAIM DEED

This DEED is made and entered into as of July 29, 2007, from

EAST END CHURCH OF CHRIST, INC.,
a Kentucky non-profit corporation,
3055 Todds Road
Lexington, KY 40509

("Grantor")

to

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,
an urban government pursuant to KRS 67A
200 East Main Street
Lexington, KY 40507

("Grantee").

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantors quitclaim and convey to Grantee any and all of their right, title and interest in and to the real property located in Lexington, Fayette County, Kentucky, which is more particularly described on EXHIBIT A attached hereto and made a part hereof (the "Property").

This conveyance is exempt from transfer tax pursuant to KRS 142.050 (7)(b).

For purposes of KRS 382.135, Grantor and Grantee, by execution of this Deed, certify that the Property herein conveyed is transferred by gift and without consideration and that the fair cash value of the Property is \$500.00.



004-08

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Office of the Senior Advisor for Management

MEMORANDUM

To: Mayor Jim Newberry
Joe Kelly, Sr. Advisor for Management
Urban County Council

From: Charlie Boland, Administrative Officer, Sr.

Date: December 17, 2007

Re: Destination 2040 – Donation Acceptance

This is to request authorization to accept a donation in the amount of \$10,000 from Columbia Gas of Kentucky in support of the Destination 2040 community visioning project just getting underway. The donation will be used to cover various expenses related to the project.

LFUCG is grateful for this contribution from Columbia Gas of Kentucky in the interest of pursuing and developing a commonly shared vision for Lexington-Fayette County.

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 859-258-3155 www.lfucg.com



003-08

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Mary Bennett *MB*
Engineering Technician

Date: November 30, 2007

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

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of permanent storm sewer and drainage easement and temporary construction easement for the Elizabeth Street Drainage Improvements project. The deed will be from Jeffrey and Amy Wills at a cost of \$22,000.00 for the acquisition of 2,444 square feet of permanent storm sewer and 2,068 square feet of temporary construction easement from the property located at 211 Floral Park.

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

Approved by:

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

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

Attachments

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

08.P384.406.blue211floralpk

HORSE CAPITAL OF THE WORLD

101 East Vine Street 4th Floor Lexington, KY 40507 (859) 258-3410 Fax: (859) 258-3458 www.lfucg.com



010-08

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Mary Bennett *MB*
Engineering Technician

Date: December 17, 2007

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

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of permanent storm sewer and drainage easement and temporary construction easement for the Elizabeth Street Drainage Improvements project. The deed will be from Joseph and Therese Higdon at a cost of \$21,150.00 for the acquisition of 2,249 square feet of permanent storm sewer and 4,249 square feet of temporary construction and access easement from the property located at 220 Floral Park.

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

Approved by:

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

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

Attachments

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

08.P384.406.blue220floralpk

HORSE CAPITAL OF THE WORLD

101 East Vine Street 4th Floor Lexington, KY 40507 (859) 258-3410 Fax: (859) 258-3458 www.lfucg.com



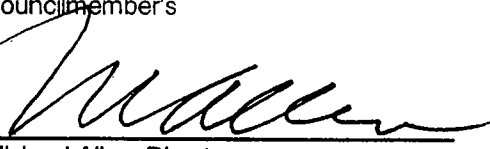
007-08

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: December 21, 2007

RE: Abolish/Create position – Division of Streets, Roads and Forestry

The attached action amends Section 21-5 of the Code of Ordinances as follows: abolishing one (1) position of Public Service Worker Sr. (Grade 107N) and creating one (1) position of Arborist Technician (Grade 112N) within the Division of Streets, Roads and Forestry, effective upon passage by Council.

The Division requests this creation of the position due to the Urban Forestry Program continues to take on more responsibility with city-owned trees. This position will supply the needed support staff for the program. This position is also responsible for coordinating the Reforest the Bluegrass event which was previously overseen by the Division of Engineering.

The fiscal impact for FY2008 is \$4,431.10 (10 pay periods) including benefits. Funding for the position will originate from the Divisions operating account.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Vacant	Public Service Worker Sr.	\$24,086.66	\$0	\$(24,086.66)
Vacant	Arborist Tech	\$0	\$33,383.74	\$33,383.74
Total Annual Impact including benefits				
\$11,520.858				

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
Howard McMillen, Director-Division of Streets, Roads and Forestry
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 07-1111



013-08

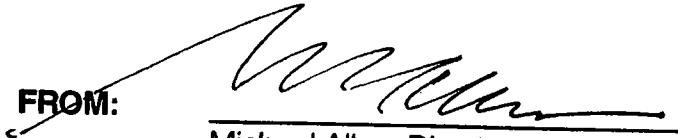
Jim Newberry, Mayor

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: December 21, 2007

RE: Create position – Division of Historic Preservation

The attached action amends Section 21-5 of the Code of Ordinances, creating one (1) classified civil service position of Historic Preservation Specialist (Grade 114E), to become effective upon passage by Council.

The Division requests this action to reinstate a position that was abolished in error through Ordinance No. 256-2004. There is not a fiscal impact with this action. Funds were included in the FY 2008 budget.

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

Attachment

cc: Don Kelley, P.E., Commissioner of Public Works
Bettie Kerr, Director-Division of Historic Preservation
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 07-1116



019-08

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**

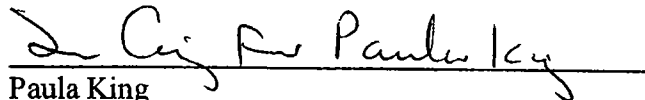
DATE: DECEMBER 31, 2007

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD
OF FEDERAL PLANNING FUNDS FROM THE KENTUCKY
TRANSPORTATION CABINET FOR THE SOUTH LIMESTONE
MULTIMODAL SAFETY STUDY**

On February 22, 2007 (Resolution No. 59-2007), Council approved the submission of a grant application to the Kentucky Transportation Cabinet requesting Federal Transportation Planning funds for the South Limestone Multimodal Safety Study. This is a study recommended by the Lexington Area Metropolitan Planning Organization Transportation Policy Committee for the review and development of design alternatives to address safe movement of pedestrians, bicyclists and vehicles along the South Limestone corridor from Cooper Drive to Maxwell Street.

Amount of federal funds approved is \$96,000. Total cost of project is \$120,000. A 20% (\$24,000) local match is required. The University of Kentucky has agreed to provide \$12,000 in match. The remaining match of \$12,000 is in the 2008 General Fund budget.

Council authorization to accept the award is hereby requested.


Paula King
Director

Xc: Don Kelly, Commissioner of Public Works and Development

HORSE CAPITAL OF THE WORLD

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





018-08

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Enhanced 9-1-1

December 27, 2007

TO: Mayor Jim Newberry**FROM:** David S Lucas, Director of Enhanced 9-1-1 **RE:** Service Agreement with T-Mobile**VIA:** Tim Bennett, Commissioner of Public Safety

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

The agreement secures the use of 3-1-1 by T-Mobile customers allowing quick and efficient access to LexCall operations. The agreement is for a one (1) year term, automatically renewed on an annual 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.

311 Service Level Agreement

COOPERATIVE AGREEMENT
BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) AND
T-MOBILE

This Cooperative Agreement dated November 26, 2007, shall constitute the terms and conditions under which **T-Mobile Central LLC and Powertel Memphis, Inc., collectively d/b/a T-Mobile**, ("T-Mobile"), both Delaware corporations, having its principal place of business at 12920 SE 38th Street, Bellevue, WA 98006, shall provide 311 dialing service to **Lexington-Fayette Urban County Government (LFUCG)** (the "Requesting Entity").

This Cooperative Agreement governs the relationship between the Requesting Entity and T-Mobile regarding 311 dialing service (the "Agreement"). The following shall constitute the terms and conditions of this Agreement:

Terms and Conditions

1. General Information.

- a. **311 Service Description.** 311 service is a three digit dialing arrangement available in specified areas for delivery of Lexington-Fayette Urban County Government (LFUCG) non-emergency police and other government agency information and assistance via voice grade facilities.
- b. **Certification of Requesting Entity.** The Requesting Entity certifies that it provides access to Lexington-Fayette Urban County Government (LFUCG) non-emergency police and other government agency information and assistance via voice grade facilities within the areas defined by the Lexington-Fayette Urban County Government (LFUCG), that it has received any requisite state approval to designated 311 dialing service, and thus is qualified to request the use of 311 Service.

2. Requesting Entity's Obligations.

- a. **Provision of Termination Number.** The Requesting Entity will provide, where technically feasible, T-Mobile with a single local number to which all 311 calls should be translated (859-246-3072). The Requesting Entity certifies that the Termination Number will allow callers from within Fayette County boundaries to complete calls on a local basis. If the Requesting Entity fails to provide T-Mobile with the Termination Number within 60 days from the date of this Agreement, T-Mobile's offer to provide 311 service to the

Requesting Party shall be deemed withdrawn and the terms and conditions of the Agreement shall be null and void.

- b. **Change of Termination Number(s).** The Requesting Entity may change the Termination Number(s), provided, however, that it must give T-Mobile at least 30 days notice of the change of such number(s) so that T-Mobile can make the necessary changes in its network to ensure proper routing. The Requesting Entity must also give T-Mobile 30 days notice of a change in the carrier's providing the Local Termination Number, as this will affect our routing.
- c. **Provision of the Lexington-Fayette Urban County Government (LFUCG) Non-emergency Police and Other Government Agency Information and Assistance.** No later than 6 months from the date of request (or upon another mutually agreed upon date) the Requesting Entity shall provide Lexington-Fayette Urban County Government (LFUCG) non-emergency police and other government agency information and assistance to customers who dial 311. The Requesting Entity agrees to have procured sufficient telecommunications facilities and services and to have adequate staffing levels and hours of service to handle its expected volume of calls.
- d. **Testing.** The Requesting Entity shall participate fully in all testing deemed necessary or appropriate by T-Mobile for implementation of 311 service.

3. **T-Mobile's Obligations.**

- a. **Implementation.** T-Mobile will translate 311 to the Termination Number(s) and will use its best efforts to route 311 calls it receives from its subscribers and others using the T-Mobile network in Fayette County within the designated boundaries to those numbers. Normal airtime charges apply to T-Mobile customers.
- b. **Timing of Implementation.** T-Mobile will provision the Requesting Entity's order within a reasonable time to be mutually agreed upon by the parties, no sooner than six weeks nor later than six months after receiving a request.
- c. **Availability.** T-Mobile will use its best efforts to make the 311 dialing code (as translated to the Termination Number(s)) available to its subscribers in areas of Fayette County within the designated boundaries where T-Mobile owns facilities and provides its wireless mobility services. In those cases where T-Mobile's service area extends beyond the designated boundaries, T-Mobile will use its best efforts to correlate its 311 translations within those boundaries. However due to the nature of the radio-based service it provides, exact correlation is not possible. Access to the 311 dialing code may be available in locations in Fayette County outside of T-Mobile's service area. T-Mobile shall have no obligation to make the 311 dialing code available to

any person or entity within Fayette County and designated boundaries but outside T-Mobile's service area or to non-T-Mobile subscribers.

4. **General Provisions.**

- a. **Term.** Subject to section 4.b., the term of this Agreement shall commence on the date of execution of the Agreement by the parties and shall continue for a period of one (1) year. After the conclusion of the one-year term, the Agreement will continue on an annual basis until terminated by either party with thirty (30) days advance written notice.
- b. **Termination.** The Requesting Entity acknowledges that a final decision has not been reached by the FCC as to whether commercial mobile radio service ("CMRS") providers such as T-Mobile are required to provide 311 service. Motions for Reconsideration are currently pending in CC Docket No. 92-105 regarding CMRS carrier participation in certain abbreviated dialing services. Accordingly, T-Mobile may elect to terminate this Agreement upon 60 days notice to the Requesting Entity, if the FCC determines by a final and non-appealable order that (i) CMRS carriers, such as T-Mobile, are not required to provide 311 service; or (ii) the 311 dialing code should no longer be assigned to non emergency police and other governmental agency information and assistance. Either party may terminate this Agreement upon 60 days notice in the event of any emergency or other event outside the reasonable control of the party that impairs or prevents the part from performing its obligations herein. Either party may terminate this Agreement in whole or in part in the event of a default by the other party; provided however, that the non-defaulting party notifies the defaulting party in writing of the alleged default and that the defaulting party does not cure the alleged default within 60 days of receipt of written notice thereof. Default is defined to include (i) a party's insolvency or the initiation of bankruptcy or receivership proceeding by or against the party; or (ii) a party's refusal or failure in any material respect property to perform its material obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- c. **Transfer.** The Requesting Entity may not sell or otherwise transfer the 311 number (or the provision of the Lexington-Fayette Urban County Government (LFUCG) non-emergency police and other governmental agency information and assistance) to any person or entity not affiliated with the Requesting Entity.

018-08

d. **Indemnification.**

- (i) The Requesting Entity shall defend, indemnify, protect and hold T-Mobile harmless against all suits, actions, claims, demands and judgments, and all of the costs, expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (directly or indirectly) (a) any breach or default in the performance of any obligation on the Requesting Party's part to be performed under this Agreement, and, (b) with Requesting Entity's provision of Lexington-Fayette Urban County Government (LFUCG) non-emergency police and other governmental agency information and assistance via voice grade facilities.
- (ii) T-Mobile shall defend, indemnify, protect and hold the Requesting Entity harmless against all suits, actions, claims, demands and judgments, and all of the costs, expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (directly or indirectly) any breach or default in the performance of any obligation on T-Mobile's part to be performed under this Agreement.

- e. **Limitation of Liability.** In no event shall T-Mobile be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Requesting Entity, its employees, or agents, in connection with the service requested by the Requesting Entity. T-Mobile shall not be responsible to the Requesting Entity for calls that cannot be completed as a result of repair or maintenance difficulties on T-Mobile facilities and equipment nor on equipment owned or leased by the Requesting Entity. Except as otherwise provided in this Agreement, each party agrees that the other party shall in no event be liable for, and each party expressly waives its right to claim, any indirect, special, collateral, exemplary, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER T-MOBILE NOR THE REQUESTING ENTITY ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.

- f. **Disclaimer of Warranties.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT

NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. T-MOBILE PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.

- g. **Contact Information.** All contacts regarding this Agreement shall be provided to T-Mobile in writing (by fax or overnight courier), as follows:

T-Mobile USA, Inc.
1137 Lavender Drive
Brentwood, CA 94513
Attn: 311 Coordinator, Paula Jordan
Fax: 925-634-8097

- h. **Third Party Beneficiaries.** It is expressly agreed that no third party beneficiaries are intended to be created by the Agreement, nor do the parties herein authorize any such parties to bring or maintain a claim, action, or lawsuit based upon or pursuant to the terms or provisions of this Agreement.

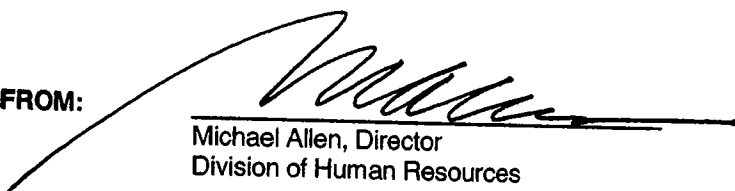


006-08

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: December 20, 2007

RE: Create position – Office of the Chief Information Officer

The attached action amends Section 22-5 of the Code of Ordinances, creating one (1) unclassified civil service position of Administrative Specialist Principal (Grade 114E), to become effective upon passage by Council.

The Office requests the creation of the position as administrative support to the Chief Information Officer. The duties to include, but not limited to, research/analysis, preparation of reports, coordination of programs and execution of directives, purchasing and budgeting, and other duties as required in day to day operations.

The fiscal impact for FY2008 is \$21,606.91 (10 pay periods). Funds were included in the FY 2008 budget.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Vacant	Administrative Specialist Principal	\$0	\$40,573.26	\$40,573.26
Total Annual Impact with benefits \$56,177.98				

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

Attachment

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

Log # 08-0065



015-08

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: December 28, 2007

RE: **Abolish/Create position – Department of Social Services**

The attached action amends Section 22-5 of the Code of Ordinances, abolishing one (1) unclassified civil service Position of Community Advocate Sr. (Grade 112N) and creating one (1) unclassified civil service position of Administrative Specialist Senior (Grade 112N), to become effective upon passage by Council.

The Department requests this action to align the position with its duties. The duties to include, but not limited to, coordinating, managing and overseeing LexLinc's community based coalitions and services to promote self-sufficiency and economically empower families in the Lexington area. The position also provides additional project support to LFUCG, to LexLinc's board and other community initiatives.

There is no fiscal impact for FY2008. The position is funded for FY2008.

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, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 08-0065



009-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks and Recreation

TO: Mayor Jim Newberry
Urban County Council Members

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

SUBJECT: Facility Usage Contract

DATE: December 18, 2007

This is a request for Council's approval of a Facility Usage Contract between the Fayette County Board of Education and the LFUCG Parks and Recreation. This contract is for the purpose of using FCPS facilities at Millcreek Elementary, Yates Elementary and Jessie Clark Middle School for basketball. This contract covers the 2007-2008 school year.

Please contact me if there are any questions.

Cc: Kimra Cole, Commissioner of General Services

JH:msm

HORSE CAPITAL OF THE WORLD

009-08

FACILITY USAGE CONTRACT**LFUCG ACTIVITIES**

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on Exhibit "B:"

WITNESSETH:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.
2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment ("Equipment") specified in Exhibit "A."

009-08

3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:
- a. At least two (2) weeks prior to its proposed use of the Facility/Grounds, Applicant shall:
 - i. Execute and return this Contract;
 - ii. Submit payment of the usage fee deposit listed in Exhibit "A;"
 - iii. If requested by the District, submit proof of self-insured status demonstrating that Applicant has adequate funds to cover any and all bodily injury and property damage which might result from the Applicant's use of the Facilities/Grounds. Applicant and the District agree that any such funds shall be primary with respect to bodily injury and property damage which might result from the Applicant's use of the Facilities/Grounds; and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the Facilities/Grounds shall be excess.

The executed Contract, usage fee or deposit, and any requested proof of self-insured status shall each be submitted to the District's Department of Physical Support Services, 400 Springhill Drive, Lexington, Kentucky 40503 (Fax: 859-381-3852).

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or requested proof of self-insured status shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.

- b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or Equipment.

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- c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.
- d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.
- e. Applicant agrees to indemnify and hold harmless the District for any and all claims which may be asserted against the District for any injuries or damages received or sustained by any party or parties during the time the Facility/Grounds and/or Equipment is/are used by Applicant, excepting those claims arising from fault of District. In no event shall Applicant's indemnification act as a waiver of any defense, immunity or damage limitations Applicant may otherwise have available as to third parties.
- f. Applicant shall observe all fire and safety regulations.
- g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.
- h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.
- i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal.
- j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.
- k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.
- l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

009-08

- m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.
- n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:
 - i. Equipment may not be used by Applicant if it is needed for school activities;
 - ii. Equipment shall not be removed from the Facility/Grounds; and
 - iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a pre-requisite to additional use by Applicant of any facility or grounds in the District.

- o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.
- p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.
- q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.
- r. Applicant shall not sell or offer for sale any merchandise at any function conducted in or on the Facility/Grounds, other than approved food and drink concessions.
- s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.
- t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes.

009-08

- u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities.
- v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.
- w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.
- x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.
- y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.
- z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

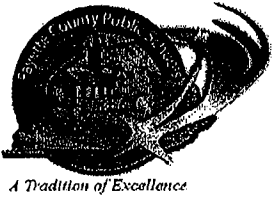
009-08

- aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

Other: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands (via the signatures of their respective, authorized representatives on Exhibit "B"), on the date indicated on Exhibit "B."

ELEMENTARY SCHOOL

**EXHIBIT A****DESIGNATION OF FACILITY/GROUNDS, PERSONNEL AND EQUIPMENT**

APPLICANT: LFUCG Parks and Recreation Basketball

USAGE FEE:

\$5,323.50

FACILITY: Yates Elementary

DATE(S): 12/1/07, 12/8/07, 12/15/07, 1/5/08, 1/12/08, 1/19/08

TIME(S): 1/26/08, 2/2/08, 2/9/08, 2/16/08, 2/23/08, 3/1/08,

& 3/8/08 8:30 am - 5:30 pm

AREA(S) TO BE USED	NO. AREAS	NO. HOURS PER AREA	TOTAL NO. HOURS	HOURLY UTILITY / MAINTENANCE FEE	TOTAL UTILITY / MAINTENANCE COST
Classroom / Library			0	\$7.25	\$0.00
Auditorium			----	----	----
Cafeteria			0	\$14.50	\$0.00
Kitchen			0	\$7.25	\$0.00
Gymnasium			117	\$11.50	\$1,345.50
Football Field			----	----	----
Running Track			----	----	----
Baseball Field			----	----	----
Softball Field			----	----	----
Other			----	\$ 14.50	----
Subtotal					\$1,345.50
DISTRICT EMPLOYEES (If Applicable)	NO. EMPLOYEES	NO. HOURS PER EMPLOYEE	TOTAL NO. HOURS	HOURLY PERSONNEL FEE	TOTAL PERSONNEL COST
Custodian(s)			117	\$34.00	\$3,978.00
Food Service Manager(s) II			0	\$35.25	\$0.00
Technical Support Staff			0	\$38.00	\$0.00
Law Enforcement Officer(s)			0	\$44.50	\$0.00
Other			0	\$0.00	\$0.00
Subtotal					\$3,978.00
Total					\$5,323.50
ADDITIONAL RENTAL FEES (If Applicable)			0	----	0.00
Grand Total					\$5,323.50

COMMENTS:



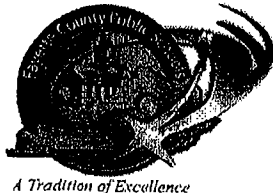


EXHIBIT A

DESIGNATION OF FACILITY/GROUNDS, PERSONNEL AND EQUIPMENT

APPLICANT: LFUCG Parks & Recreation Basketball

USAGE FEE:

\$4,634.50

FACILITY: Jessie Clark Middle

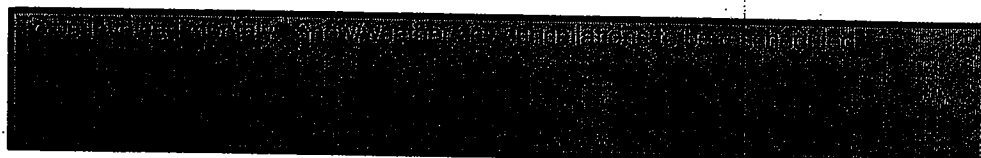
DATE(S): 12/1/07, 12/8/07, 12/15/07, 1/5/08, 1/12/08, 1/19/08

TIME(S): 1/26/08, 2/2/08, 2/9/08, 2/16/08, 2/23/08, 3/1/08,

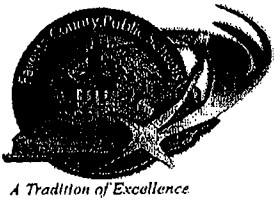
& 3/8/08 8:30 am - 3:30 pm

AREA(S) TO BE USED	NO. AREAS	NO. HOURS PER AREA	TOTAL NO. HOURS	HOURLY UTILITY / MAINTENANCE FEE	TOTAL UTILITY / MAINTENANCE COST
Classroom / Library			0	\$13.00	\$0.00
Auditorium			----	----	----
Cafeteria			0	\$21.75	\$0.00
Kitchen			0	\$14.50	\$0.00
Gymnasium			91	\$14.50	\$1,319.50
Football Field			----	----	----
Running Track			----	----	----
Baseball Field			----	----	----
Softball Field			----	----	----
Other			0	\$14.50	\$0.00
Subtotal					\$1,319.50
DISTRICT EMPLOYEES (If Applicable)	NO. EMPLOYEES	NO. HOURS PER EMPLOYEE	TOTAL NO. HOURS	HOURLY PERSONNEL FEE	TOTAL PERSONNEL COST
Custodian(s)			97.5	\$34.00	\$3,315.00
Food Service Manager(s) II			0	\$35.25	\$0.00
Technical Support Staff			0	\$38.00	\$0.00
Law Enforcement Officer(s)			0	\$44.50	\$0.00
Other			0	\$0.00	\$0.00
Subtotal					\$3,315.00
Total					\$4,634.50
ADDITIONAL RENTAL FEES (If Applicable)					
Grand Total					\$4,634.50

COMMENTS:



ELEMENTARY SCHOOL

**EXHIBIT A****DESIGNATION OF FACILITY/GROUNDS, PERSONNEL AND EQUIPMENT**

APPLICANT: LFUCG Parks and Recreation Basketball

FACILITY: Millcreek Elementary

DATE(S): 1/5/08, 1/12/08, 1/19/08, 1/26/08, 2/2/08, 2/9/08,

TIME(S): 2/16/08, 2/23/08, 3/1/08, 3/8/08 8:30 am - 4:30 pm

USAGE FEE: **\$3,640.00**

AREA(S) TO BE USED	NO. AREAS	NO. HOURS PER AREA	TOTAL NO. HOURS	HOURLY UTILITY / MAINTENANCE FEE	TOTAL UTILITY / MAINTENANCE COST
Classroom / Library			0	\$7.25	\$0.00
Auditorium			----	-----	-----
Cafeteria			0	\$14.50	\$0.00
Kitchen			0	\$7.25	\$0.00
Gymnasium			80	\$11.50	\$920.00
Football Field			----	-----	-----
Running Track			----	-----	-----
Baseball Field			----	-----	-----
Softball Field			----	-----	-----
Other			----	\$ 14.50	-----
Subtotal					\$920.00
DISTRICT EMPLOYEES (If Applicable)	NO. EMPLOYEES	NO. HOURS PER EMPLOYEE	TOTAL NO. HOURS	HOURLY PERSONNEL FEE	TOTAL PERSONNEL COST
Custodian(s)			80	\$34.00	\$2,720.00
Food Service Manager(s) II			0	\$35.25	\$0.00
Technical Support Staff			0	\$38.00	\$0.00
Law Enforcement Officer(s)			0	\$44.50	\$0.00
Other			0	\$0.00	\$0.00
Subtotal					\$2,720.00
Total					\$3,640.00
ADDITIONAL RENTAL FEES (If Applicable)			0	-----	-----
Grand Total					\$3,640.00

COMMENTS:





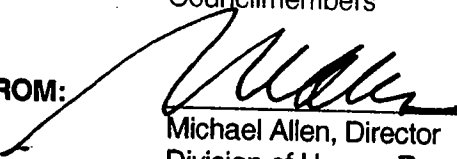
011-08

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources

M E M O R A N D U M

TO: Mayor Jim Newberry
Senior Advisor Joe Kelly
Councilmembers

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: December 21, 2007

SUBJECT: Payroll deduction Roth IRA plan

Attached please find a contract to amend the original Joiner agreement between Lexington-Fayette Urban County Government (LFUCG) and Kentucky Public Employees' Deferred Compensation Authority (Authority) by providing for the offering of Deemed IRAs through the Kentucky Public Employees' 401(k) Deferred Compensation Plan (401(k) Plan) to employees. Both a Traditional and Roth IRA option will be available.

Log # 07-1080a



*Kentucky Public Employees'
Deferred Compensation Authority*

Securing a Better Tomorrow

44

011-08

*Ernie Fletcher
Governor*

*Robert C. Brown, CRA, CRC
Executive Director*

May 9, 2007

Ms. Alice Phillips
HR Benefits/Payroll Manager
Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

RE: Amendment to the Joinder Agreement

Dear Ms. Phillips:

This letter agreement is intended to amend the current Joinder Agreement between Lexington Fayette Urban Country Government (LFUCG) and Kentucky Public Employees' Deferred Compensation Authority (Authority) by providing for the offering of Deemed IRAs through the Kentucky Public Employees' 401(k) Deferred Compensation Plan (401(k) Plan) to your employees. Both a Traditional and Roth IRA option will be available.

LFUCG's Joinder Agreement is herewith amended as follows:

- LFUCG agrees to offer payroll deduction of the Authority Deemed IRA program to its employees effective the 1st pay period after July 1, 2007. LFUCG will receive a separate billing from the Authority for the Deemed IRA contributions and will remit the appropriate amount to the Authority together with the current 401(k) and 457 Plan contributions. A single check or wire may be sent to the Authority for the total withholding from all programs.
- Current participant fee structures will be maintained for the Deemed IRA accounts in accordance with the Authority 401(k) Plan.
- Expenses will be paid in accordance with plan procedures.
- The IRA account(s) will be reflected on the quarterly participant statement and accounted for separately from the 401(k) and 457 Plan balances.



105 Sea Hero Road, Suite 1

Frankfort, Kentucky 40601-5404

Phone 502.573.7925 or 800.542.2667 Fax 502.573.4494 or e-mail persdeferredcomp@ky.gov

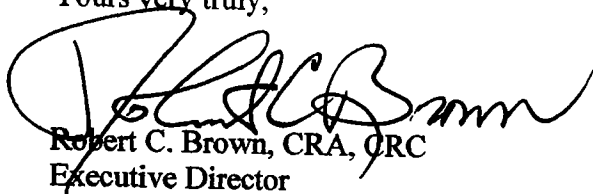
011-08

-The Deemed IRA program will make distributions (including applicable tax withholdings) to IRA participants as well as prepare and file with the IRS the required forms. The participant will be responsible for the annual filing of certain forms with the IRS.

-The Authority will administer the Deemed IRA accounts in accordance with the Authority's Deemed IRA program.

Except as provided herein, other terms and provision of the Joinder Agreement remains in effect and unchanged. By execution of this document below, LFUCG understands and agrees to the terms outlined above.

Yours very truly,



Robert C. Brown, CRA, CRC
Executive Director

RCB/PG

xc: LFUCG File

Agreed: _____
(signature)

(please print name)

Title: _____

Date: _____



012-08

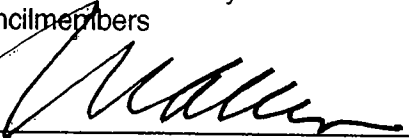
Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Human Resources

M E M O R A N D U M

TO: Mayor Jim Newberry
Senior Advisor Joe Kelly
Councilmembers

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: December 21, 2007

SUBJECT: Payroll deduction Roth IRA plan

Attached please find a contract to amend the original Joiner agreement dated April 15, 1983, to include the Payroll Deducted Roth IRA. The adopted payroll deducted Roth IRA plan is administered by the ICMA Retirement Corporation.

Log # 07-1080

012-08

January 8, 2007

Alice Phillips
HR Benefits/Payroll Manager
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Re: ICMA Retirement Corporation
Vantagepoint Payroll Deduct IRA Program

Dear Ms. Phillips:

This letter agreement will serve to amend the existing Agreement between the **Lexington Fayette Urban County Government** and the ICMA-RC to provide for payroll deduction Individual Retirement Accounts ("IRAs") for Employer's employees ("IRA accountholders".)

The existing Agreement between Employer and ICMA-RC is hereby amended as follows:

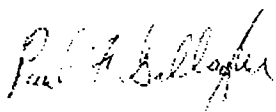
1. Employer desires to allow IRAs for its employees to be administered by ICMA-RC. Employer agrees to send checks or wire the assets to ICMA-RC for IRA accountholders. The details of the submission of IRA contributions shall be as mutually agreed between Employer and ICMA-RC, but in general shall be as set forth in the IRA program materials developed by ICMA-RC and provided to Employer.
2. Absent an explicit provision to the contrary, account fees and expenses payable by IRA Accountholders shall be as set forth in the IRA program materials.
3. Each IRA Accountholder will receive a consolidated quarterly statement providing information for any deferred compensation plan, qualified plan or IRA maintained by each IRA Accountholder and administered by ICMA-RC.
4. ICMA-RC will provide tax withholding and reporting for each IRA account administered by ICMA-RC.
5. Unless ICMA-RC and Employer agree otherwise, the details of ICMA-RC's administration of the IRA program, as well as other features of the IRA

program, shall be as set forth in ICMA-RC's IRA program materials. The IRA program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the IRA program materials.

6. To assure IRA Accountholders of confidentiality, ICMA-RC will only provide Employers with such account information as is necessary to reconcile Employer's payroll deduction submittals.
7. It is agreed that ICMA-RC will not be responsible for ensuring that annual IRA contributions by each IRA Accountholder are within applicable annual contribution limits, and that this will be the responsibility of the IRA Accountholder.
8. It is understood that the year in which the payroll deduction occurs shall constitute the tax year in which the contribution is considered to be made to the IRA Accountholder's IRA.

If the **Lexington Fayette Urban County Government** finds these terms agreeable, please so indicate by having the appropriate person sign and date this letter agreement in the space indicated below.

Very truly yours,



Paul Gallagher
Corporate Secretary

Agreed:

Signature of Authorized Official

/_____
Date

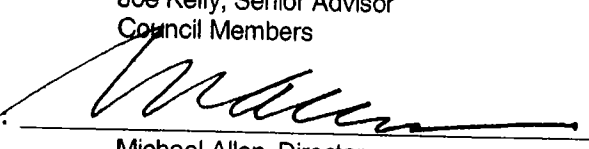


016-08

Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources

M E M O R A N D U M

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

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: December 18, 2007

SUBJECT: Error Correction—Amend Ordinance No. 391-2006

The attached action amends Sections 1 of Ordinance No. 391-2006, correcting the classification of the position of Program Coordinator.

Section 1 currently reads: *That the following subsection line numbers of Section 22-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

640. 37 1 528 109N Program Coordinator

640. 75 3 672 102N Custodial Worker-P/T

Section 1 should be amended to read: *That the following subsection line numbers of Section 22-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

640. 75 3 672 102N Custodial Worker-P/T

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

640. 73 2 528 109N Program Coordinator

There is no fiscal impact associated with this action.

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

Attachment

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

Log # 08-0064



020-08

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR

DATE: DECEMBER 31, 2007

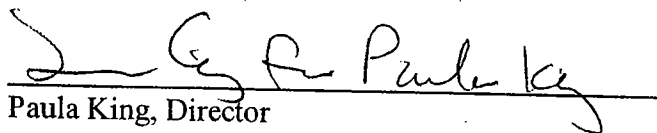
SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT
APPLICATION TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY REQUESTING FEDERAL FUNDING
FOR A HAZARD MITIGATION PROJECT FOR FY 2009

The Division of Water and Air Quality has prepared a grant application requesting federal funding from the Federal Emergency Management Agency for the implementation of a flood hazard mitigation project on Shandon Drive.

Total project cost is \$445,760. Federal amount requested is 75% (\$334,320) with state amount of \$53,490 (12%). Local match of 13% (\$57,950) is required. Local match will be requested in the 2009 general fund budget. The source of federal funds is the Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988.

Project activities include purchase of three single family houses on Shandon Drive. These properties experience frequent flooding. Other project expenses include appraisals, surveys, closing costs, asbestos testing and abatement, and demolition. At project completion lots will remain vacant and be used as open space.

Council authorization to submit the application is hereby requested.


Paula King, Director

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

HORSE CAPITAL OF THE WORLD

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