

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

June 3, 2008

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary-Yes, May 20, 2008, pp. 10-13**
- IV. Budget Amendments – None**
- V. New Business, pp.17-87**
- VI. Continuing Business / Presentations**
 - A. Committee of the Whole Budget Update**
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of Amendment No. 3 to Health Services Agreement with Correctional Medical Services, Inc. (CMS) on behalf of the Department of Public Safety, Division of Community Corrections. (267-08) (Bishop/Bennett)
This request will authorize Amendment No. 3 to the Health Services Agreement with CMS on behalf of the Division of Community Corrections redirecting funds for the previous position of X-Ray Technician (0.10 FTE per week) to provide additional hours for the Administrative Assistant (from 1.0 FTE per week to 1.6 FTE per week). This will allow greater medical record management and meets the needs of a growing offender population. There is no budgetary impact for this action. The X-Ray Technician is subcontracted out by CMS. This amendment also deletes the health care services that were provided to the Juvenile Detention Center effective October 1, 2005.**p.17**
- B. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Public Safety, Division of Fire & Emergency Services. (188-08) (Hendricks/Bennett)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish one (1) position of Electronic Technician Sr. (Grade 113N) and create one (1) position of Radio/Electronics Specialist (Grade 117E) within the Division of Fire & Emergency Services. The fiscal impact for FY2009 is \$22,913 and will be included in the FY2009 Budget.**p.18**
- C. Authorization to Amend Section 23-5 of the Code of Ordinances within the Department of Public Safety, Division of Police. (268-08) (Allen/Bennett)
This request will authorize an amendment to Section 23-5 of the Code of Ordinances to abolish one (1) position of sworn Police Captain and create one (1) position of sworn Police Lieutenant within the Division of Police. There is no fiscal impact regarding this action.**p.19**
- D. Authorization to Extend Agreement with the Kentucky Office of Homeland Security on behalf of the Department of Public Safety, Division of Environmental & Emergency Management (DEEM) for Continuation of the Portable Interoperable Communication Tower Project. (269-08) (P. King/Bennett)
This request will authorize the extension of an agreement with the Kentucky Office of Homeland Security from June 30, 2008 to December 31, 2008 on behalf of DEEM to allow for the completion of the Portable Interoperable Communications Tower Project. This project allows for the purchase of infrastructure and related equipment.**p.20**

- E. Authorization to Extend Agreement with the Kentucky Office of Homeland Security on behalf of the Department of Public Safety, Division of Enhanced 911 for Continuation of the Regional 911 System Project. (270-08) (P. King/Bennett)

This request will authorize the extension of an agreement with the Kentucky Office of Homeland Security from June 30, 2008 to December 31, 2008 on behalf of the Division of Enhanced 911 to allow for the completion of the design building, and implementation of the Regional 911 System Project. This project will connect Fayette, Jessamine, Woodford counties, and the University of Kentucky's current 911 systems into a redundant infrastructure.**p.21**

- F. Authorization to Extend Agreement with the Kentucky Office of Homeland Security on behalf of the Department of Public Safety, Division of Police for the Mobile Data Computer Network Project. (271-08) (P. King/Bennett)

This request will authorize the extension of an Agreement with the Kentucky Office of Homeland Security from June 30, 2008 to December 31, 2008 on behalf of the Division of Police to allow for the expansion of the Mobile Data Computer Network. This project includes other local and state law enforcement agencies.**p.22**

- G. Authorization of a Memorandum of Understanding (MOU) between LFUCG and the Department of Veterans Affairs (VA) on behalf of the Department of Public Safety, Division of Police, Regarding Jurisdiction in Law Enforcement Matters on VA Property. (279-08) (Bastin/Bennett)

This request will authorize a MOU between LFUCG and the Department of VA Affairs on behalf of the Division of Police to clarify that the Federal Bureau of Investigation (FBI) has primary jurisdiction and is considered the principle law enforcement agency to conduct major criminal investigations on Department of VA property. The Division of Police would be the primary response agency in emergency tactical situations due to the close proximity and response time of the response team. The MOU also clarifies what roles the FBI, the VA Police, and the Division of Police will take regarding incidents on the VA property.**pp.23-25**

- H. Authorization of a Memorandum of Understanding (MOU) between LFUCG and the Regional Organized Crime Information Center (ROCIC) on behalf of the Department of Public Safety, Division of Police, for the Sharing of Information. (280-08) (Bastin/Bennett)

This request will authorize a MOU between LFUCG and ROCIC on behalf of the Division of Police for the sharing of information required by 28 Code of Federal Regulations Part 23. This MOU updates the names and signatures of designated parties.**pp.26-27**

- I. Authorization of Memorandum of Understandings (MOUs) / Mutual Aid Procedures between LFUCG and Surrounding Law Enforcement Agencies on behalf of the Department of Public Safety, Division of Police. (289-08) (Bastin/Bennett)
This request will authorize MOUs/Mutual Aid Procedures between LFUCG and the Clark County Sheriff's Office, Georgetown Police Department, Jessamine County Sheriff's Department, Kentucky Motor Vehicle Enforcement, Kentucky State Police, Nicholasville Police Department, Paris Police Department, Richmond Police Department, Scott County Sheriff's Office, Transylvania University Police, University of Kentucky Police Department, Versailles Police Department, Winchester Police Department, and Woodford County Sheriff's Office on behalf of the Division of Police. The Mutual Aid Procedures outlines procedures to be followed by the requesting and responding agencies for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances. There is no budgetary impact.**pp.28-42**
- J. Authorization of a Memorandum of Understanding (MOU) between LFUCG and Murray State University, Kentucky Institute for International Studies (MSU/KIIS) on behalf of the Department of Public Safety, Division of Police. (290-08) (Bastin/Bennett)
This request will authorize a MOU between LFUCG and MSU/KIIS at a cost of \$4,995 on behalf of the Division of Police. MSU/KIIS will provide 140 – 150 hours of academic instruction in the Spanish language, the equivalent of nine (9) credit-hours, or three semesters, of college-level Spanish to sworn employees of the Division of Police. The MOU is through May 2010. Funds are budgeted.**pp.43-46**
- K. Authorization of an Agreement with the Fayette County Sheriff for the 2008 Urban Services Property Taxes (a/k/a City Taxes). (272-08) (Askew)
This request will authorize an agreement with the Fayette County Sheriff for the collection of the 2008 Urban Services Property Taxes (a/k/a City Taxes) at a cost of \$350,000. The Sheriff is designated by state statute as the collector of county, school and state property tax collections. This agreement will authorize the Sheriff to collect the city taxes thereby allowing citizens to receive one (1) tax bill instead of two (2). After adjusting for the 75% / 25% county official fee return, the net cost will be \$262,500. Funds are budgeted.**pp.47-50**
- L. Authorization to Rescind Georgetown Street Neighborhood Association Capital Funds from Resolution No. 413-2006 and Transfer Funds to the Department of General Services, Division of Parks & Recreation. (273-08) (Blues/Langston)
This request will authorize the rescission of \$40,000 of Capital Funds allotted to the Georgetown Street Neighborhood Association under Resolution No. 413-2006 and transfer the funds to the Division of Parks & Recreation.**pp.51-52**

- M. Authorization to Advertise the Position of Administrative Specialist Senior for the Department of Environmental Quality within LFUCG. (275-08) (Allen/Koch)

This request will authorize the internal advertisement for the position of Administrative Specialist Senior for the Department of Environmental Quality. Current employees will be eligible to compete. LFUCG has a balanced EEO pool of candidates who are qualified for the position. **p.53**

- N. Authorization to Submit Application to the Kentucky Department of Juvenile Justice, and Accept the Award, if Offered, on behalf of the Partners for Youth (PFY) Foundation for the Continuation of the of the Truancy Assessment Center (TAC) under Title V of the Juvenile Justice and Delinquency Prevention Act of 1974 – FY2009. (286-08) (P. King/Koch)

This request will authorize the acceptance of an award of federal funds in the amount of \$74,400 from the Kentucky Department of Juvenile Justice for the continuation of the TAC on behalf of the PFY Foundation under Title V of the Juvenile Justice and Delinquency Prevention Act of 1974. The TAC provides a resource for Fayette County families and youth (ages 12 – 17) who are experiencing problems with school attendance. The TAC receives referrals from the middle and high schools, and the Fayette County Public Schools Director of Pupil Personnel when they file a habitual truancy complaint with the Court Designated Worker Program. The Center offers services to families to assist them in avoiding formal court. The Center also receives referrals from the Fayette Family Court. Funds will be used to employ a Truancy Assessment Center Coordinator and for case management services on a contractual basis. A local match of 50% (\$37,236) is required and will be documented from project time donated by a Family Court Judge, Family Court employees, and employees of the Fayette County Public Schools. Value of donated space will also be used to document grant match. Total project cost is \$111,636. **p.54**

- O. Authorization of an Amendment to Extend the Competitive Grant Agreement with the United State Department of Housing and Urban Development (HUD) for Continuation of the Housing Opportunities for Persons with AIDS (HOPWA) Program. (287-08) (P. King/ Koch)

This request will authorize an amendment to extend the Competitive Grant Agreement with the US Department of HUD to continue the HOPWA Program through December 31, 2008. This extension will allow all project activities to be completed and all funds expended. This program provides persons with AIDS permanent and transitional supportive housing in the community. **p.55**

- P. Authorization of a Memorandum of Understanding (MOU) for the Acceptance of a Deed of a Temporary Construction Easement at 1000 Della Drive for the Appomattox Rd Culvert Replacement Project. (203-08) (Martin/Taylor)

This request will authorize a MOU for the acceptance of a deed of a temporary construction easement of 4,655 square feet at a cost of \$699 at 1000 Della Drive for the Appomattox Rd Culvert Replacement Project. Funds are budgeted.**p.56**

- Q. Authorization of a Memorandum of Understanding (MOU) for the Acceptance of a Deed of a Temporary Construction Easement at 989 Holly Springs Drive for the Appomattox Rd Culvert Replacement Project. (204-08) (Martin/Taylor)

This request will authorize a MOU for the acceptance of a deed of a temporary construction easement of 5,050 square feet at a cost of \$758 at 989 Holly Springs Drive for the Appomattox Rd Culvert Replacement Project. Funds are budgeted.**p.57**

- R. Authorization of a Memorandum of Understanding (MOU) for the Acceptance of a Deed of a Temporary Construction Easement at 993 Holly Springs Drive for the Appomattox Rd Culvert Replacement Project. (205-08) (Martin/Taylor)

This request will authorize a MOU for the acceptance of a deed of a temporary construction easement of 2,011 square feet at a cost of \$252 at 993 Holly Springs Drive for the Appomattox Rd Culvert Replacement Project. Funds are budgeted.**p.58**

- S. Authorization of a Memorandum of Understanding (MOU) for the Acceptance of a Deed of a Temporary Construction Easement at 1901 Appomattox Road for the Appomattox Rd Culvert Replacement Project. (206-08) (Martin/Taylor)

This request will authorize a MOU for the acceptance of a deed of a temporary construction easement of 7,529 square feet at a cost of \$941 at 1901 Appomattox Road for the Appomattox Rd Culvert Replacement Project. Funds are budgeted.**p.59**

- T. *Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water Quality. (274-08) (Allen/Taylor)

This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish two (2) positions of Engineering Aide (Grade 105N) and two (2) positions of Public Service Worker (Grade 106N), and create one (1) position of Engineering Technician (Grade 111N) and two (2) positions of Public Service Worker Sr. (Grade 107N) within the Division of Water Quality. There is no fiscal impact for FY2008. The fiscal impact for FY2009 is a savings of \$17,831.91.**p.60 EPA Consent Decree**

U. *Authorization of an Engineering Services Agreement between LFUCG and Tetra Tech, Inc. Regarding the EPA Consent Decree. (283-08) (Martin/Taylor)

This request will authorize an Engineering Services Agreement with Tetra Tech, Inc. for EPA Consent Decree related Annual Program Management Services. Work associated with this agreement will be allocated by a series of written task orders. Lump sum fees will be assigned to each task order. Funds for the initial task orders are not budgeted but are reflected in the 2008 Sanitary Sewer Financial Model, which was the basis for the 2008 Sewer User Fee increase. Future task orders, along with a separate purchase order, will be requested to fully develop and implement Stormwater Program compliance documents. The primary outcome of this work includes:

- Programming and maintenance of scheduling necessary to ensure compliance with deadlines contained in the Consent Decree.
- Review and oversight of work products developed by other engineering consultants, which will have a significant impact on future remedial measures necessary for compliance with the Consent Decree.
- Development of documents necessary for proposed Stormwater Program ordinances, inspection protocols, and enforcement procedures.
- Water quality monitoring for stormwater permit compliance.
- Technical assistance in the implementation of databases necessary to demonstrate compliance with the term of the Consent Decree.

The duration of this agreement is for 365 days, with annual renewal on approval of Council. **p.61 (EPA Consent Decree)**

V. Authorization of Change Order No. 1 to Contract with Louisville Paving Company for the Douglass Park Basketball Courts Project. (276-08) (Hancock/Cole)

This request will authorize Change Order No. 1 to contract with Louisville Paving Company to increase amount by \$10,075 for the Douglass Park Basketball Courts Project. This change will allow for the installation of a 500 foot french drain; the removal and disposal of a concrete retaining wall; regrading, adding stone and asphalt around the concession stand to repair the drainage problem; and rock excavation from light pole and scoreboard foundation bores. The original contract amount was \$465,200. The new contract amount is \$475,275. Funds are budgeted. **pp.62-64**

W. Authorization of Change Order No. 1 to Contract with Thorobilt Construction Company for the Gratz Park Kitchen Roof Project. (277-08) (Hancock/Cole)

This request will authorize Change Order No. 1 to contract with Thorobilt Construction Company to increase amount by \$1,150 for the Gratz Park Kitchen Roof Project. This change will allow for the replacement of the

deteriorated soffit, fascia and crown wood trim. The original contract amount was \$29,875. The new contract amount is \$31,025. Funds are budgeted.**pp.65-67**

- X. Authorization to Approve Contract with Lose and Associates to Update the Parks Master Plan and Provide a Master Plan for Hisle Park. (278-08) (Hancock/Cole)
This request will authorize the approval of a contract with Lose and Associates for \$125,000 to update the 1998 Parks Master Plan and provide a Master Plan for Hisle Park. The contract will include meetings with elected officials, the Parks Advisory Board, parks managers, school board official and citizens, and will incorporate a combination of surveys, interviews and public meetings to determine new programs, facilities and services for the community. Funds are budgeted.**pp.68-83**
- Y. Authorization of Lease Renewal Agreements between LFUCG and the Kentucky State Police (KSP) and the Kentucky Transportation Cabinet (KYTC) for Office Space at 162 E. Main Street. (285-08) (Cole)
This request will authorize Lease Renewal Agreements with the KSP for 1,341 square feet office space for CDL driver's testing and with the KYTC for 585 square feet for the Driver's License Office at 162 E. Main Street. Both leases will maintain the current rental rate of \$10.75 per square feet. The term of the leases is from July 1, 2008 through June 30, 2009. The leases also include eleven (11) parking spaces at \$45 per space per month. Total for rent and parking will be \$26,429.50.**p.84**
- Z. Authorization of Supplemental Agreement No. 2 to Agreement with the Kentucky Transportation Cabinet (KYTC) for the Liberty / Todds Road Widening and Reconstruction Project – Section I. (281-08) (P. King/D. Kelly)
This request will authorize a Supplemental Agreement No. 2 to Agreement with the KYTC of federal and state funds in the amount of \$169,883 for the Liberty / Todds Road Widening and Reconstruction Project – Section I. This supplemental agreement is required to fund the design phase of the reconstruction of an intersection which has undergone design changes and revisions and has resulted in higher costs.**p.85**
- AA. Authorization to Accept Award from the Kentucky Heritage Council on behalf of the Department of Public Works & Development, Division of Historic Preservation for the Survey and Planning Project – FY2009. (282-08) P. King/D. Kelly)
This request will authorize the acceptance of an award of federal funds in the amount of \$8,100 from the Kentucky Heritage Council for the Division of Historic Preservation's Survey and Planning Project. Funds will be used for the salaries and benefits of existing personnel within the division. A local match of 40% (\$5,400) is required and has been requested from the Division's General Fund Budget for FY2009. Total project cost is \$13,500.**p.86**

BB. Authorization of a Temporary Construction Easement for the Loudon Avenue Improvements Project. (288-08) (P. King/D. Kelly)

This request will authorize a Temporary Construction Easement of 557 square feet of at 1008 Eastland Drive at a cost of \$275 for the Loudon Avenue Improvements Project. Funds are budgeted. **p.87**

*** Denotes EPA Consent Decree**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

May 20, 2008

Vice Mayor Gray chaired the meeting. All Council Members were present, except CM DeCamp.

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

A motion by CM Blevins to place on the docket for 5/22/08, without a hearing, an ordinance changing the zone from a Single Family Residential (R-1C) zone to a Professional Office (P-1) zone for 0.16 net (0.21 gross) acres of property located at 160 Pasadena Drive (Stone Road Realty), seconded by CM Stevens, passed without dissent.

A motion by CM McChord to place on the docket for 5/22/08, without a hearing, an ordinance changing the zone from a Highway Service Business (B-3) zone with conditional zoning restrictions to a Highway Service Business (B-3) zone with modified conditional zoning restrictions for 4.00 net (4.42 gross) acres of property located at 128-130 West Tiverton Way subject to certain use restrictions imposed as conditions of granting the zone change (Tiverton Way LLC), seconded by CM Ellinger, passed without dissent.

A motion by CM Stevens to place on the docket for 5/22/08, without a hearing, an ordinance changing the zone from a Single Family Residential (R-1C) zone to a Two Family Residential (R-2) zone for 0.17 net (0.21 gross) acres of property located at 1136 Providence Lane (William T Burke), seconded by CM Gorton, passed without dissent.

A motion by CM James to place on the docket for 5/22/08, without a hearing, an ordinance changing the zone from a Single Family Residential (R-1E) zone to a Neighborhood Business (B-1) zone for 0.267 net (0.347 gross) acres of property located at 135-139 East Third Street subject to certain use restrictions imposed as conditions of granting the zone change (GCL Properties, LLC), seconded by CM Gorton, passed without dissent.

A motion by CM Stinnett to place on the docket for 5/22/08, without a hearing, an ordinance amending Article 25 of the Zoning Ordinance relating to

Telecommunication Tower so as to address the issue of sureties and to provide clarification regarding rooftop tower and/or antenna construction, seconded by CM Gorton, passed without dissent.

A motion by CM Stevens to approve the amended docket, seconded by CM James, passed without dissent.

III. Approval of Summary – Yes

A motion by CM Stevens to approve the summary of 5/13/08, seconded by CM Gorton, passed without dissent.

IV. Budget Amendments-Yes

A motion by CM Ellinger to approve the budget amendments, seconded by CM Crosbie, passed without dissent.

V. New Business

- A. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for Biodiesel Fuel Storage Tank Project – FY2008. (259-08) (P. King/D. Kelly)
- B. Authorization of a Memorandum of Agreement (MOA) between LFUCG and LexTran to Facilitate the Placement of Bus Shelters in the Community. (266-08) (D. Kelly)
- C. *Authorization to Amend Sections 21-5 and 22-5 of the Code of Ordinances within the Department of Environmental Quality. (261-08) (Allen/Taylor)
- D. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Public Safety, Divisions of Fire & Emergency Services and Enhanced 9-1-1. (255-08) (Allen/Bennett)
- E. Authorization of a Professional Service Agreement with Sarah Livers, Sexual Assault Nurse Examiner (SANE) for the Performance of Forensic Examinations. (256-08) (King/Bennett)
- F. *Authorization to Submit Applications to the Kentucky Office of Homeland Security for on behalf of the Department of Public Safety, Divisions of Fire & Emergency Services, Environmental & Emergency Management, Enhanced 9-1-1, and Police, and the Kentucky Blood Center (KBC) under the FY2008 Homeland Security Grant Program. (262-08) (P. King/Bennett)

- G. Authorization to Submit Application to the Kentucky Office of Homeland Security, and Accept Award if Offered, on Behalf of the Department of Public Safety, Division of Environmental and Emergency Management (DEEM) for Continuation of the Metropolitan Medical Response System (MMRS) – FY2008. (263-08) (P. King/Bennett)
- H. *Authorization to Amend Section 13-63(a) of the Code of Ordinances to Increase the Emergency 911 Telephone Service Funding Fee Effective June 1, 2008. (264-08) (Lucas/Bennett)
- I. Authorization of Group Dental Contracts with Delta Dental of Kentucky for Delta Dental Passive Preferred Provider Organization (PPO) and Delta Premier Plan. (260-08) (Allen/Koch)
- J. *Authorization to Amend Sections 13-64 and 13-65 of the Code of Ordinances to Increase the Emergency Medical Service Fees effective June 1, 2008. (265-08) (O'Mara/Koch)
- K. Authorization to Amend Sections 21-5 and 22-5 of the Code of Ordinances within the Department of General Services, Division of Parks and Recreation. (108-08) (Allen/Cole)

*** MP Recommendation; prior to MP Recommendation or EPA Consent Decree**

A motion by CM Stevens to approve new business items A-K, seconded by CM James, passed without dissent; CM Gorton voted no on item H.

VI. Continuing Business / Presentations

A. Corridors Committee Update

This update was given by Chair CM Stevens. There were no motions to come forward from this meeting.

B. Inter Governmental Committee Update

This update was given by Chair CM James. There were no motions to come forward from this meeting.

C. Emergency Medical Worker Proclamation

This proclamation was read by CM Gorton. It was presented to Fire Chief Hendricks. Chief Hendricks introduced the crew and paramedic of the year from 2007.

D. Corrections Officer Appreciation Day Proclamation

This proclamation was given to Community Corrections Director Ron Bishop.

E. LexTran Budget Report

This report was given by Rocky Burke, LexTran General Manager.

VII. Council Report

CM Stinnett-A motion by CM Stinnett to place the LexTran budget on the docket for 5/22/08, seconded by CM Gorton, passed without dissent.

CM McChord-A motion by CM McChord to approve the NDF list for 5/20/08, seconded by CM Myers, passed without dissent.

Announced the retirement of Jan Bucato from YMCA; there will be a reception on 6/3/08 at 6-8 pm at Sal's Restaurant; also Poolapalooza will be held on this Saturday at Southland Pool from noon-4 pm, with free admission; spoke on importance of trails.

VIII. Mayor's Report-Yes

A motion by CM Stevens to approve the Mayor's Report, seconded by CM Gorton passed without dissent.

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

Citizens, Justin Morgan and Lewis Cobb, spoke.

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

Work Session was adjourned at 4:19 pm.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

June 3, 2008 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
273-08	BA 1567	Council Office	To provide funds for Parks and Recreation by rescinding resolution #413-2006 in the amount of \$40,000 with the Georgetown Street Neighborhood Association.
L			1101 40,000 1101 40,000CR 0*
282-08	To Be Determined	Community Development	To provide funds for the Division of Historic Preservation's Survey and Planning Project – FY 2009.
AA			3130 13,500 3130 13,500CR 0*
286-08	To Be Determined	Community Development	To provide funds for Truancy Assessment Center under Title V for the Juvenile Justice and Delinquency Prevention Act of 1974 – FY 2009.
N			3140 111,636 3140 111,636CR 0*

EFFECT ON FUND BALANCES

FUND 1101	0*	NO EFFECT ON:	GENERAL SERVICES DISTRICT – GENERAL FUND
FUND 3130	0*	NO EFFECT ON:	US DEPARTMENT OF INTERIOR
FUND 3140	0*	NO EFFECT ON:	US DEPARTMENT OF JUSTICE

Budget Information For New Business Items
June 3, 2008 Work Session

Item	Number	Amount	Fund	Name / Description
A	267-08	NA		
B	188-08	22,913	1101	General Fund FY 2009
C	268-08	NA		
D	269-08	NA		
E	270-08	NA		
F	271-08	NA		
G	279-08	NA		
H	280-08	NA		
I	289-08	NA		
J	290-08	4,995	1101	General Fund
K	272-08	350,000	1101	General Fund
L	273-08	40,000	1101	General Fund
M	275-08	NA		Budget Journal
N	286-08	111,636	3140	US Department of Justice Budget Journal FY 2009
O	287-08	NA		
P	203-08	699	1136	Municipal Aid Program Fund
Q	204-08	758	1136	Municipal Aid Program Fund
R	205-08	252	1136	Municipal Aid Program Fund
S	206-08	941	1136	Municipal Aid Program Fund
T	274-08	(17,831)	4002	Sanitary Sewer Revenue and Operating Fund FY 2009
U	283-08	To Be Determined		
V	276-08	10,075	1101	General Fund
W	277-08	1,150	3300	Grants – Other

Budget Information For New Business Items
June 3, 2008 Work Session

X	278-08	125,000	1101	General Fund
Y	285-08	(26,429.50)	4022	PFC – General
Z	281-08	NA		
AA	282-08	13,500	3130	US Department of Interior Budget Journal FY 2009
BB	288-08	275	3160	US Department of Transportation



267-08

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

Ronald L. Bishop
Director

Memo

To: Joseph Kelly
Senior Advisor for Management

From: Ronald L. Bishop, Director *RLB*
Division of Community Corrections

Subject: CONTRACTUAL AGREEMENT

Date: May 12, 2008

Two copies of a Third Amendment to the Contractual Amendment between the LFUCG Division of Community Corrections and Correctional Medical Services, Inc. are enclosed for your approval and signature.

The Third Amendment to Health Services Agreement:

1. Redirects the contract funds for the previous position of x-ray technician (0.10 FTE per week) to providing additional hours for the Administrative Assistant (from 1.0 FTE per week to 1.6 FTE per week). This offers greater medical records management required for an ever-growing offender population. There are no financial implications in this shift of duties as the x-ray tech services are subcontracted out by CMS.
2. Changes the language of the contract to reflect the relinquishment of medical services provided to the former Juvenile Detention Facility. This meets a request from the Law Department to enact a change that more accurately reflects the current parameters of the medical services contract.

The required Blue Sheet is enclosed for your approval. This amendment is fully budgeted. Should you have any questions or need additional information, please contact me.

Enclosures

cc: Commissioner Public Safety

HORSE CAPITAL OF THE WORLD

600 Old Frankfort Circle

Lexington, KY 40510

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188-08

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 by D.H.F.
Michael Allen, Director
Division of Human Resources

DATE: May 22, 2008

RE: **Abolish/Create Positions—Division of Fire Protection**

The attached action amends Section 21-5 of the Code of Ordinances, abolishing one (1) position of Electronic Technician Sr. (113N) and creating one (1) position of Radio/Electronics Specialist (Grade 117E); effective upon passage of Council.

The Division requests this action to better use the position within the Division. This position is required to work independently with little or no supervision at times. They must be able to work well with the Communications Division and be able to multi-task under various types of situations. The current ranking of the abolished position is significantly below the job market hence the request to reclassify the position.

The fiscal impact for FY2009 (26 pay periods) will be \$22,913.39 and will be included in the FY 2009 budget.

If you have any questions, please feel free to contact Daniel H. Fischer at 258-3030.

DF/

08-0033

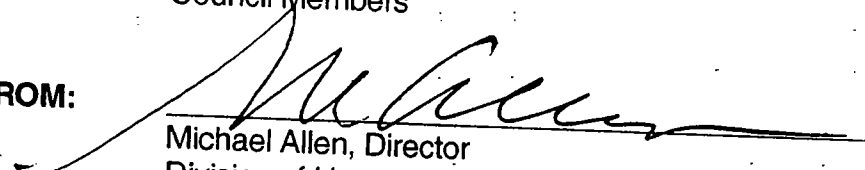


268-08

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
Council Members

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: May 15, 2008

SUBJECT: Abolish/Create Position—Division of Police

The attached action amends Section 23-5 of the Code of Ordinances, abolishing one (1) position of sworn Police Captain, and creating one (1) position of sworn Police Lieutenant effective upon passage of Council.

The Division of Police requests this action to reorganize and restructure the Division in order to serve the public in a more efficient and effective manner. The first of this restructure was passed by council in Ordinance 26-2008.

The fiscal impact for this action change from Captain to Lieutenant is budget neutral.

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

Attachment

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

Log # 08-0096



269-08

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

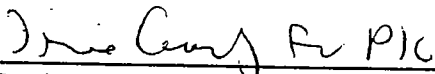
DATE: MAY 15, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND
SECURITY FOR EXTENSION OF PORTABLE INTEROPERABLE
COMMUNICATIONS TOWER PROJECT

On December 11, 2007, (Ordinance No. 297-2007), Council approved the acceptance of an award of federal funds in the amount of \$37,282 from 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. This project expires on June 30, 2008.

The Kentucky Office of Homeland Security has offered the Lexington-Fayette Urban County Government an extension through December 31, 2008, so that the project can be completed.

Council authorization to execute the agreement is hereby requested.



Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

HORSE CAPITAL OF THE WORLD

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





270-08

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

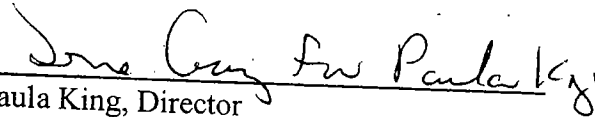
DATE: MAY 15, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AGREEMENT WITH KENTUCKY OFFICE OF HOMELAND
SECURITY FOR EXTENSION OF THE REGIONAL 911 SYSTEM
PROJECT

On December 11, 2007 (Ordinance No. 298-2007), Council approved the acceptance of federal funds in the amount \$98,304 from 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. This project expires on June 30, 2008.

The Kentucky Office of Homeland Security has offered the Lexington Fayette Urban County Government an extension through December 31, 2008, so that the project can be completed. No additional funds are needed.

Council authorization to execute the agreement is hereby requested.


Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

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





271-08

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: MAY 15, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND
SECURITY FOR EXTENSION OF THE DIVISION OF POLICE'S
MOBILE DATA COMPUTER NETWORK PROJECT

On December 11, 2007 (Ordinance No. 299-2007), Council approved the acceptance of federal funds in the amount of \$217,844 from the Kentucky Office of Homeland Security for the expansion of the Mobile Data Computer network in the Division of Police and to include other local and state law enforcement agencies. This project expires on June 30, 2008.

The Kentucky Office of Homeland Security has offered the Lexington-Fayette Urban County Government an extension through December 31, 2008, so that the project can be completed.

Council authorization to execute the agreement is hereby requested.

Paula King 5-15-08
Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety

HORSE CAPITAL OF THE WORLD

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





LEXINGTON DIVISION OF POLICE

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

279-08

23

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: May 16, 2008

RE: Memorandum of Understanding – Department of Veterans Affairs

Please find attached documentation and blue sheet requesting approval of the attached Memorandum of Understanding between the Lexington-Fayette Urban County Government and the Department of Veterans Affairs. Attached are three (3) copies of the agreement requiring Mayor Newberry's signature.

The attached MOU states that while the FBI retains primary jurisdiction on this federal property, the Division of Police would be the primary response agency in "emergency tactical situations" due to the close proximity and response time of the response team. The MOU further states that following consultation with the FBI and U.S. Attorney's Office, the Division of Police could be notified to request assistance and to take primary response for an investigation. The attached agreement requires the Mayor's signature.

Upon approval and signing, please forward original documents to my office. There will be no budgetary impact.

Ronnie Bastin
Chief of Police

Attachment

cc: Tim Bennett, Commissioner



DEPARTMENT OF VETERANS AFFAIRS
Police Service
2250 Leestown Drive
Lexington, KY 40511



Date: April 29, 2008

Jim Newberry, Mayor, Lexington Fayette Urban County Government
Audra JoliCoeur, Supervisory Senior Resident Agent, FBI
Ronnie Bastin, Chief of Police, Lexington Fayette Urban County Government

RE: Memorandum of Understanding

Dear Mayor Newberry:
Agent JoliCoeur:
Chief Bastin:

The Federal Bureau of Investigation has primary jurisdiction and is considered the principal law enforcement agency to conduct major criminal investigations of Department of Veterans Affairs property. It is also a matter of record that the Lexington Fayette Urban County Government, Division of Police and the Department of Veterans Affairs share concurrent jurisdiction in law enforcement matters.

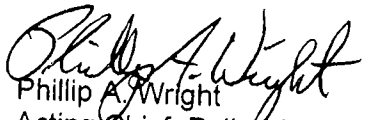
The FBI shall be notified when, but not limited to, the following major crimes occur on Department of Veterans Affairs Controlled property: Homicide, Suicide, unexplained discovery of human remains, Arson, Manslaughter, Assault on a Federal Police Officer, Kidnapping, Extortion, Rape, Hostage or Barricade Situation, Theft/Fraud in excess of \$10,000, and when a VA Police Officer is involved in a firearms shooting incident that results in either death or injury.

As the on site law enforcement agency, life threatening incidents dictate that the VA Police take immediate and judicious actions to resolve criminal acts with necessary actions. In serious cases, should the events dictate, VA Police will secure and protect the affected area or crime scene until the appropriate law enforcement agency assumes the investigation. Preliminary reports will be completed by the VA Police and will be made available to the agency assuming primary jurisdiction.

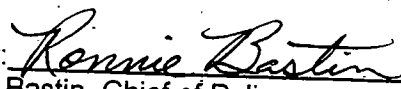
It is recognized at this time that the Lexington Fayette Urban County Government Division of Police has a rapid response capability for "Emergency Tactical Situations" and because of this, would be the primary emergency response team in situations that would require such response. LFUCG Division of Police would assume "on-the-scene" command of the event with support from the VA Police until such time that FBI resources arrive, at which time on-scene commanders will determine which agency would take command of the situation.

Except for the emergency response teams of the LFUCG Division of Police, the FBI, upon being notified of a major crime on VA property, may determine, through counsel with the U.S. Attorney's Office, that the investigation and prosecution of a case should be referred to the jurisdiction of the LFUCG Division of Police. At that point their agency would be notified for assistance and assume the investigation.

Serious incidents as described above may involve the cooperative efforts and support of all listed agencies to resolve matters of mutual interest until signed Officials are no longer available. A support agreement will be replaced with current representative for the Mayor of Lexington, FBI representative, Chief of LFUCG or Chief of VAMC.


Phillip A. Wright
Acting Chief, Police Service
VAMC, Lexington, KY

Concur: _____
Audra JoliCoeur,
Supervisory Senior Resident Agent
Federal Bureau of Investigation
Lexington, KY

Concur:  _____
Ronnie Bastin, Chief of Police
Lexington Fayette Urban County Government
Lexington, KY

Concur: _____
Jim Newberry, Mayor
Lexington Fayette Urban County Government
Lexington, KY

**LEXINGTON DIVISION OF POLICE****280-08**

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: May 16, 2008

RE: Memorandum of Agreement – Regional Organized Crime Information Center (ROCIC)

Please find attached documentation and blue sheet requesting approval of the attached Memorandum of Agreement between the Lexington-Fayette Urban County Government and the Regional Organized Crime Information Center (ROCIC). The Lexington Division of Police has been a member of this organization since 1982. The existing MOA with this group was signed by retired Chief Anthony Beatty in 2001. This agreement authorizes the Division of Police to share information with ROCIC under required federal guidelines (28 Code of Federal Regulations Part 23). Attached are three (3) copies of the agreement requiring Mayor Newberry's signature.

Upon approval and signing, please forward original documents to my office. There will be no budgetary impact.

Ronnie Bastin
Chief of Police

Attachment

cc: Tim Bennett, Commissioner



REGIONAL ORGANIZED CRIME INFORMATION CENTER
545 Marriott Dr., Suite 850, Nashville, TN 37214-5019; 615/871-0013
1-800-238-7985
FAX 1-800-366-3658

MEMORANDUM OF AGREEMENT

As members of the **Regional Organized Crime Information Center**, the approved Executive, Representative and Alternates from the **Lexington-Fayette Urban County Government Division of Police** shall abide by the Constitution and By-Laws that govern this organization, and follow the policies, procedures and guidelines concerning the use of all services rendered by the **Regional Organized Crime Information Center**. The administrative head of a law enforcement agency is responsible for the functions of ROCIC within his or her agency as set forth in ROCIC's Constitution and By-laws for the duration of his or her tenure. **The Lexington-Fayette Urban County Government Division of Police** also agrees to abide by the principles set forth in 28 CFR Part 23, § 23.20. "Each participating agency, as a condition of participation, must accept in writing those principles which govern the submission, maintenance and dissemination of information included as part of the interjurisdictional system." (48454 Federal Register/Vol.58, No. 178, Rules and Regulations 28 CFR Part 23, § 23.30 (d) (2)). The purpose of regulation 28 CFR Part 23 is to assure that all criminal intelligence Systems are utilized in conformance with the privacy and constitutional rights of individuals. Therefore, all information submitted to the **Regional Organized Crime Information Center** shall conform to 28 CFR Part 23, § 23.20 (attached) and will remain the property of the submitting agency.

The **Regional Organized Crime Information Center**® is an organization composed of criminal justice agencies in the southeastern and southwestern United States working together to combat multi-jurisdictional criminal activities. ROCIC serves as a vehicle for the collection, evaluation, analysis, dissemination, and storage of information regarding the multi-jurisdictional activities of the wide spectrum of organized crime. RISS/ROCIC offers a variety of services to our criminal justice member agencies including the following.
A centralized law enforcement database with connectivity among projects and nationwide search ability. Analysis of investigative data. Specialized investigative equipment for loan. Technical assistance. Training. Telecommunications system access.

Mayor of the Lexington-Fayette Urban County Government

Ronnie Bastin

Chief of Police of the Lexington-Fayette Urban County Government Division of Police

Regional Organized Crime Information Center Representative

Date

**LEXINGTON DIVISION OF POLICE**

289-08

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: May 22, 2008

RE: Memorandum of Understanding – (14) Various Kentucky Law Enforcement Agencies

Please find attached documentation and blue sheet requesting approval of the attached Memorandum of Understanding/Mutual Aid Agreement between the below listed Kentucky law enforcement agencies and Lexington-Fayette Urban County Government Division of Police. The Mutual Aid Procedure shall outline the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances. The attached agreement requires the signature of Mayor Newberry.

Clark County Sheriff's Office
Georgetown Police Department
Jessamine County Sheriff's Department
Kentucky Motor Vehicle Enforcement
Kentucky State Police
Nicholasville Police Department
Paris Police Department

Richmond Police Department
Scott County Sheriff's Office
Transylvania University Police
University of Kentucky Police Department
Versailles Police Department
Winchester Police Department
Woodford County Sheriff's Office

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

Ronnie Bastin
Chief of Police

Attachment

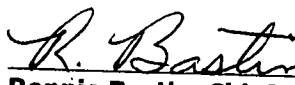
cc: Tim Bennett, Commissioner of Public Safety

289-08

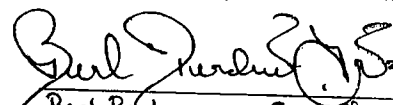
MUTUAL AID PROCEDURE

This Mutual Aid Procedure shall outline the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances:

- I. In the event of an emergency, the highest-ranking officer of a law enforcement agency present at the site of an emergency may request assistance from another law enforcement agency when the officer has established the need for additional manpower or equipment.
- II. Unless otherwise agreed, the highest-ranking officer of the responding agency present at the site of the emergency may provide the aid and assistance requested, when in his/her opinion, the manpower and equipment is available.
- III. If the responding agency agrees to provide mutual aid, all personnel of the responding agency shall report to and shall work under the direction and supervision of the highest-ranking officer of the responding agency who is present at the site of the emergency.
- IV. All personnel and equipment may be recalled by the highest ranking on site officer of the responding agency when the officer determines that the emergency no longer exists, the situation is beyond the capabilities of the responding agency, or the personnel and equipment are needed by the responding agency.
- V. Each law enforcement agency shall have primary responsibility for the investigation of offenses occurring within their jurisdictional boundaries; however, any agency may request the assistance of another agency.
- VI. Reimbursement for services and equipment, if any, shall be determined based on the size and duration of the response.
- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The Clark Co. Sheriff's Office ~~Police Department~~ and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.
- IX. Any images (video or photographs) will be primary custody of the Lexington Division of Police and can be distributed through formal request.


 Ronnie Bastin, Chief of Police

02-22-08
 Date


 Bert Padua, Jr. Sheriff
 Clark County, Kentucky

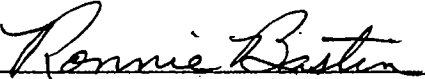
03-25-08
 Date

289-08

MUTUAL AID PROCEDURE

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- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The ~~Georgetown~~ Police Department and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.


 Ronnie Bastin, Chief of Police

4/16/08
 Date


CHIEF OF POLICE

APRIL 14, 2008
 Date

289-08

MUTUAL AID PROCEDURE

This Mutual Aid Procedure shall outline the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances:

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- V. Each law enforcement agency shall have primary responsibility for the investigation of offenses occurring within their jurisdictional boundaries; however, any agency may request the assistance of another agency.
- VI. Reimbursement for services and equipment, if any, shall be determined based on the size and duration of the response.
- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The ~~Jessamine Co. Police~~ ^{Sheriff's} Department and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.
- IX. Any images (video or photographs) will be primary custody of the Lexington Division of Police and can be distributed through formal request.

R. Bastin
Ronnie Bastin, Chief of Police

02-22-08
Date

Kevin Connor, Sheriff

3/11/2008
Date

289-08

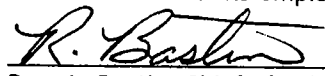
MUTUAL AID PROCEDURE

This Mutual Aid Procedure outlines the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Section 23-8(j) (2) of the Code of Ordinances and KRS 431.007, and shall read as follows:

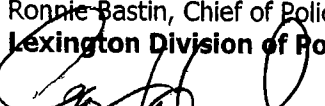
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- IV. All personnel and equipment may be recalled by the highest ranking on site officer of the responding agency when the officer determines that the emergency no longer exists, or the personnel and equipment are needed by the responding agency.
- V. Each law enforcement agency shall have primary responsibility for the investigation of offenses occurring within their jurisdictional boundaries; however, any agency may request the assistance of another agency, or the Division of Police when the jurisdictions are concurrent.
- VI. The Division of Police shall assume primary jurisdiction and responsibility for the investigation of offenses and/or incidents:
 - ✓ When dispatched as the primary unit;
 - ✓ When the agency of the primary jurisdiction relinquishes control of the situation; and
 - ✓ The magnitude of the situation exceeds the capabilities of the requesting agency.
 - ✓ Any images (video or photographs) will be primary custody of the Lexington Division of Police and can be distributed through formal request.

The Division of Police will assume primary jurisdiction in the following incidents:

- ✓ Mass disorder and riot;
 - ✓ Barricade and hostage situations; and
 - ✓ Natural and man made disasters which occur within the boundaries of Fayette County.
- VII. Communications between agencies shall be conducted on the Division of Police radio frequency. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
Kentucky Vehicle Enforcement
 - VIII. The _____ Police Department and the Lexington Division of Police shall be liable for the actions of its employees as required by law.


 Ronnie Bastin, Chief of Police
 Lexington Division of Police

02-22-08
 Date


 Gregory G. Howard, Commissioner
 Department of Kentucky Vehicle Enforcement

2-27-08
 Date

289-08

MUTUAL AID PROCEDURE

This Mutual Aid Procedure outlines the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Section 23-8(j) (2) of the Code of Ordinances and KRS 431.007, and shall read as follows:

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- ✓ Barricade and hostage situations; and
- ✓ Natural and man made disasters which occur within the boundaries of Fayette County.

- VII. Communications between agencies shall be conducted on the Division of Police radio frequency. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.

- VIII. The KENTUCKY STATE Police Department and the Lexington Division of Police shall be liable for the actions of its employees as required by law.

R. Bastin
 Ronnie Bastin, Chief of Police
 Lexington Division of Police

Kerby Bree
 KENTUCKY STATE POLICE,
 COMMISSIONER

02-22-08
 Date

2-28-08
 Date

289-08

MUTUAL AID PROCEDURE

This Mutual Aid Procedure shall outline the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances:

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- V. Each law enforcement agency shall have primary responsibility for the investigation of offenses occurring within their jurisdictional boundaries; however, any agency may request the assistance of another agency.
- VI. Reimbursement for services and equipment, if any, shall be determined based on the size and duration of the response.
- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The Nicholasville Police Department and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.

Ronnie Bastin
Ronnie Bastin, Chief of Police

05/13/08
Date

Bennett Waldrop
Chief of Police
Nicholasville Police Dept.

05/08/08
Date

289-08

MUTUAL AID PROCEDURE

This Mutual Aid Procedure shall outline the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances:

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- VI. Reimbursement for services and equipment, if any, shall be determined based on the size and duration of the response.
- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The Paris Police Department and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.
- IX. Any images (video or photographs) will be primary custody of the Lexington Division of Police and can be distributed through formal request.

R. Bastin
 Ronnie Bastin, Chief of Police

02-22-08
 Date

Tim Smith
 Paris Police Dept.

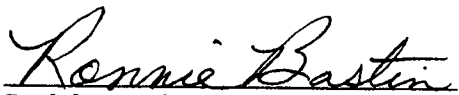
02-27-08
 Date

289-08

MUTUAL AID PROCEDURE

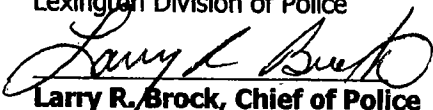
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- II. Unless otherwise agreed, the highest-ranking officer of the responding agency present at the site of the emergency may provide the aid and assistance requested, when in his/her opinion, the manpower and equipment is available.
- III. If the responding agency agrees to provide mutual aid, all personnel of the responding agency shall report to and shall work under the direction and supervision of the highest-ranking officer of the responding agency who is present at the site of the emergency.
- IV. All personnel and equipment may be recalled by the highest ranking on site officer of the responding agency when the officer determines that the emergency no longer exists, the situation is beyond the capabilities of the responding agency, or the personnel and equipment are needed by the responding agency.
- V. Each law enforcement agency shall have primary responsibility for the investigation of offenses occurring within their jurisdictional boundaries; however, any agency may request the assistance of another agency.
- VI. Reimbursement for services and equipment, if any, shall be determined based on the size and duration of the response.
- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The Richmond Police Department and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.
- IX. Any images (video or photographs captured by the Lexington Division of Police) will be primary custody of the Lexington Division of Police and can be distributed through formal request.
- X. Any images (video or photographs captured by the Richmond Police) will be primary custody of the Richmond Police and can be distributed through formal request.



Ronnie Bastin, Chief of Police
Lexington Division of Police

4/25/08
Date



Larry R. Brock, Chief of Police
Richmond Police Department

04/22/08
Date

289-08

MUTUAL AID PROCEDURE

This Mutual Aid Procedure shall outline the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances:

- I. In the event of an emergency, the highest-ranking officer of a law enforcement agency present at the site of an emergency may request assistance from another law enforcement agency when the officer has established the need for additional manpower or equipment.
- II. Unless otherwise agreed, the highest-ranking officer of the responding agency present at the site of the emergency may provide the aid and assistance requested, when in his/her opinion, the manpower and equipment is available.
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- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The ~~Scott Co. Police Department~~ ^{Scott Co. Sheriff's Office} and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.
- IX. Any images (video or photographs) will be primary custody of the Lexington Division of Police and can be distributed through formal request.

R. Bastin
Ronnie Bastin, Chief of Police

02-22-08
Date

Bobbi Haysman
Scott Co. Sheriff

3-3-08
Date

289-08

MUTUAL AID PROCEDURE

This Mutual Aid Procedure outlines the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Section 23-8(j) (2) of the Code of Ordinances and KRS 431.007, and shall read as follows:

- I. In the event of an emergency, the highest-ranking officer of a law enforcement agency present at the site of an emergency may request assistance from another law enforcement agency when the officer has established the need for additional manpower or equipment.
- II. Unless otherwise agreed, the highest-ranking officer of the responding agency present at the site of the emergency may provide the aid and assistance requested, when in his/her opinion, the manpower and equipment is available.
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- IV. All personnel and equipment may be recalled by the highest ranking on site officer of the responding agency when the officer determines that the emergency no longer exists, or the personnel and equipment are needed by the responding agency.
- V. Each law enforcement agency shall have primary responsibility for the investigation of offenses occurring within their jurisdictional boundaries; however, any agency may request the assistance of another agency, or the Division of Police when the jurisdictions are concurrent.
- VI. The Division of Police shall assume primary jurisdiction and responsibility for the investigation of offenses and/or incidents:
 - ✓ When dispatched as the primary unit;
 - ✓ When the agency of the primary jurisdiction relinquishes control of the situation; and
 - ✓ The magnitude of the situation exceeds the capabilities of the requesting agency.
 - ✓ Any images (video or photographs) will be primary custody of the Lexington Division of Police and can be distributed through formal request.

The Division of Police will assume primary jurisdiction in the following incidents:

- ✓ Mass disorder and riot;
 - ✓ Barricade and hostage situations; and
 - ✓ Natural and man made disasters which occur within the boundaries of Fayette County.
- VII. Communications between agencies shall be conducted on the Division of Police radio frequency. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
 - VIII. The Transy Police Department and the Lexington Division of Police shall be liable for the actions of its employees as required by law.

R. Bastin
 Ronnie Bastin, Chief of Police
 Lexington Division of Police

02-22-08
 Date

Richard W. Cook
 Richard W. Cook - Chief
 Dept. of Public Safety - Transylvania University

2-26-08
 Date

MUTUAL AID PROCEDURE

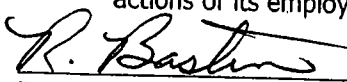
289-08

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 - VIII. The UK Police Department and the Lexington Division of Police shall be liable for the actions of its employees as required by law.


 Ronnie Bastin, Chief of Police
 Lexington Division of Police

02-02-08
 Date


 Joe Monroe, Interim Chief
 University of KY Police

2-29-08
 Date

289-08

MUTUAL AID PROCEDURE

This Mutual Aid Procedure shall outline the procedure to be followed by the requesting and responding agencies in the event of a request for assistance pursuant to Kentucky Revised Statutes 431.007 and Section 23-9(j)(2) of the Code of Ordinances:

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- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The VERSAILLES Police Department and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.
- IX. Any images (video or photographs) will be primary custody of the Lexington Division of Police and can be distributed through formal request.

R. Bastin
Ronnie Bastin, Chief of Police

02-22-08
Date

J. Wilhoit
CHIEF OF POLICE

02-27-08
Date

MUTUAL AID PROCEDURE

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- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The Winchester Police Department and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.

Ronnie Bastin
Ronnie Bastin, Chief of Police

4/14/08
Date

X William M. Jackson II
William M. Jackson II, Chief of Police

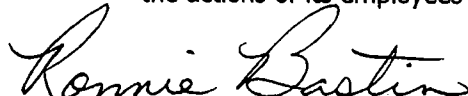
4-16-08
Date

289-08

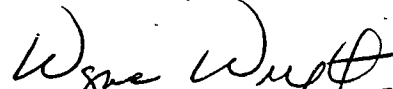
MUTUAL AID PROCEDURE

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- I. In the event of an emergency, the highest-ranking officer of a law enforcement agency present at the site of an emergency may request assistance from another law enforcement agency when the officer has established the need for additional manpower or equipment.
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- VII. Communications between agencies shall be conducted on the requesting agency's police radio frequency, if possible. Users of this frequency shall use "plain language" and identify themselves with agency name and unit number when contacting other agencies.
- VIII. The Woodford County Sheriff and the Lexington Division of Police shall each be liable for the actions of its employees as required by law.


Ronnie Bastin, Chief of Police

05/09/08
Date


Wayne Wupf
Woodford County Sheriff

05/08/2008
Date

**LEXINGTON DIVISION OF POLICE****290-08**

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: May 22, 2008

RE: Memorandum of Agreement -
Murray State University

Please find attached blue sheet requesting approval for the Memorandum of Agreement between the Lexington-Fayette Urban County Government and Murray State University, Kentucky Institute for International Studies (MSU/KIIS) to renew through May 2010.

Also attached, please find a copy of the Purchase Service Agreement previously approved through Council along with a copy of Resolution No. 694-2007.

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

Ronnie Bastin
Chief of Police

Attachment

cc: Tim Bennett, Commissioner of Public Safety

290-08

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this the _____ day of _____, 2008, 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 sworn employees of LFUCG's Division of Police; and

WHEREAS, LFUCG believes such an arrangement would be beneficial to that Division 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 for a unit of instruction set forth in paragraph 1, MSU/KIIS will provide 45 - 50 hours of academic instruction in the Spanish language, the equivalent of 3 college credit-hours, or one semester, of college-

level Spanish, for up to 20 LFUCG sworn Division of Police employees during the fall (August through December) of 2008, 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 each semester through May 2010, subject to appropriation of funds by the Urban County Council.
4. MSU/KIIS participates in a Cultural Awareness and Language Immersion Program ("Program") which is held in Mexico. 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 participation in the Program. 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 participation in the Program, 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

Date

For LFUCG:

Jim Newberry, Mayor

Date

290-08

RESOLUTION NO. 694-2007

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH MURRAY STATE UNIVERSITY, FOR ACADEMIC INSTRUCTION IN THE SPANISH LANGUAGE, AT A COST NOT TO EXCEED \$4,995.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Murray State University, for academic instruction in the Spanish language.

Section 2 - That an amount, not to exceed the sum of \$4,995.00, be and hereby is approved for payment to Murray State University, from account #1101-505501-71200, pursuant to the terms of the Memorandum of Agreement.

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

PASSED URBAN COUNTY COUNCIL: December 11, 2007

/s/ Jim Newberry
MAYOR

ATTEST:

/s/ Liz Damcell
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 19, 2007-1c



272-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Law

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

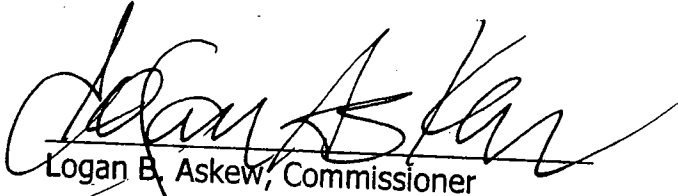
DATE: May 14, 2008

RE: 2008 Property Tax Collections
Log No. 08-CC0793

Attached is an agreement between the Lexington-Fayette Urban County Government and the Fayette County Sheriff related to property tax collections. State statute designates the Sheriff as the collector of county, school and state property tax collections. The LFUCG has the authority to collect city taxes (a.k.a. the urban services taxes). This agreement has the same substantive provisions as last year.

The Department of Law recommends approval of the attached agreement. The citizens of Fayette County will benefit by receiving one tax bill rather than two and the Sheriff is offering the tax collection service at a cost comparable to the LFUCG cost of collections.

Under the agreement, the Sheriff will collect the Urban Services taxes at a cost of \$350,000. After adjusting for the 75%/25% county official fee return to the LFUCG, the net cost will be \$262,500.



Logan B. Askew, Commissioner

ATTACHMENT

X:\Cases\FINANCE\08-CC0793\MEMO\00165024.DOC

HORSE CAPITAL OF THE WORLD

Lexington, KY 40588

(859) 258-3500

Fax: (859) 258-3538

www.lfucg.com

**P.O. Box 34028

**Please note new mailing address

272-08

AGREEMENT

THIS AGREEMENT is effective the 31st day of July, 2008, and is by and between KATHY H. WITT, Sheriff of Fayette County, hereinafter referred to as "Sheriff", and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, hereinafter referred to as "Government":

WITNESSETH:

WHEREAS, the Sheriff is pursuant to KRS 134.140 the collector of "state, county and district taxes" and is pursuant to KRS 160.010 and 160.500(1) the collector of school taxes; and

WHEREAS, KRS 91A.070 provides that cities may collect their own taxes or elect to hire the Sheriff to collect them; and the Government's position is that KRS 67A.060(1) and 67A.070 give urban county governments all powers of cities not in conflict with the general statutes of the state; and

WHEREAS, the parties have agreed for the upcoming tax year that the Sheriff will collect the state taxes, county taxes, the school taxes, and the ad valorem urban services taxes pursuant to the terms set forth below:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto have bargained and agreed to the terms of this Agreement as follows:

Section 1. The Sheriff will assume all duties involved in collecting and reporting the ad valorem urban services taxes. The Sheriff shall pay her bond commission

272-08

and tax audit fees and not seek a return of these expenses. The Sheriff shall remit all collections to the Government daily via electronic transmission of funds. The Sheriff shall furnish to the Government daily an electronic file containing the bill numbers of all 2008 property tax bills paid or of payments cancelled.

Section 2. The Government shall pay the Sheriff the sum of \$350,000 for the ad valorem urban services tax collection services being provided; said sum is to be considered a commission paid for the collection of taxes. This sum shall be payable as follows: \$190,000 on or before November 10, 2008; \$100,000 on or before December 10, 2008; and \$60,000 on or before January 10, 2009. The parties understand and agree that the Sheriff will report this sum as commissions subject to KRS 64.350(1) and the Government in turn shall receive the twenty-five percent (25%) payment from the state on the Sheriff's commission, pursuant to KRS 64.350(1), in the amount of \$87,500.

Section 3. The Sheriff and her designated staff shall have on-line access to the Government's mainframe computer system in exchange for her daily remittal of tax collections. Access shall be limited to the currently defined terminal sessions. Additional sessions may be requested. Actual creation of any additional sessions will be subject to availability of the Government system resources, at no cost. All costs incurred by the Sheriff associated with providing any additional sessions will be the responsibility of the Sheriff.

Section 4. The Government shall furnish an electronic file of all property tax bills prepared on behalf of the Fayette County Clerk. All exonations, changes,

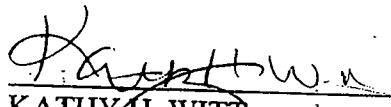
272-08

adjustments, payments, credits or refunds to the original bills prepared for the Fayette County Clerk shall be the responsibility of the Sheriff.

Section 5. This Agreement shall be for a period of one tax year and thereafter will be subject to renegotiation. The Agreement shall in no way be construed as limiting, reducing or waiving any constitutional or statutory authority of the Office of Fayette County Sheriff or the Government, including the right to collect taxes, or with respect to the right to assert any claim with respect to compensation for the collection of taxes, in any future agreements. The Sheriff shall continue rendering all other services to Fayette County as required by law.

Section 6. The preamble be and hereby is incorporated in this Agreement, the same as if fully set out herein.

SHERIFF OF FAYETTE COUNTY


KATHY H. WITT

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
JAMES H. NEWBERRY, MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL
Memorandum

273-08

TO: Mayor Jim Newberry, Councilmembers, &

FROM: Tom Blues

DATE: May 19, 2008

SUBJECT: Budget Amendment for Capital Funds
Georgetown Street Neighborhood Association

Please rescind capital funds allocation to Georgetown Street Neighborhood Association for renovation of the basketball courts in Resolution 413-2006 to Division of Parks and Recreation.

Would like to request that the funds be moved to the following accounts within Park and Recreation:

- 1101-707601-71201-7211-775 Professional Services \$33,750
- 1101-707601-76101-7211-775 Repairs & Maintenance \$ 6,250

Thank You,



Tom Blues, Councilmember

273-08

Jordan Saas, Donald Sexton III, Adam Sorrell, Jason Stowe, Joshua Thiel, Brandon Voet, Christopher Warren, John-Claude Whitnel, Brian Wilbur, Firefighter, Grade 311N, \$14.240 hourly should be \$15.848 hourly, in the Div. of Fire, effective June 26, 2006.

- authorizing the Mayor to execute a Professional Services Agreement with Lose & Associates, Inc., for the Hisle Park Master Plan, at a cost not to exceed \$29,225.00.
- authorizing the Mayor to execute Change Order No. 1 to the contract with Red River Ranch, LLC, for the removal and disposal of pond sediment for the Gainesway Retention Basin Retrofit Project, increasing the contract price by the sum of \$100,000.00 from \$189,258.00 to \$289,258.00.
- ✓ 413-2006 – A Resolution authorizing the Mayor to execute the Agreements with Cardinal Valley Neighborhood Association, Inc. (\$7,000.00), LEXARTS, Inc. (\$5,000.00), Winburn Neighborhood Association, Inc. (\$3,000.00), Firebrook Estates Homeowner's Association, Inc. (\$7,500.00), Martin Luther King Neighborhood Association, Inc. (\$4,000.00), Dogwood Trace Neighborhood Association, Inc. (\$2,800.00), Rabbit Run Homeowner's Association, Inc. (\$3,000.00), Highlands Neighborhood Association, Inc. (\$3,000.00), Fairway Neighborhood Association, Inc. (\$5,900.00), Copperfield Neighborhood Association, Inc. (\$4,200.00), Beaumont Park Neighborhood Association, Inc. (\$750.00), Northside Neighborhood Association, Inc. (\$1,850.00), Ayletsford Place Association, Inc. (\$1,000.00), Blue Grass Community Foundation, Inc. (\$3,000.00), Meadowthorpe Neighborhood Association, Inc. (\$3,000.00), Winburn Neighborhood Association, Inc. (\$4,425.00), Town Branch Trail, Inc. (\$5,000.00), Winburn Neighborhood Association, Inc. (\$5,000.00), Georgetown Neighborhood Association, Inc. (\$5,000.00), Mastersón Station Neighborhood Association, Inc. (\$10,000.00), Oakwood Neighborhood Association, Inc. (\$23,500.00), Georgetown Neighborhood Association, Inc. (\$40,000.00), Bluegrass Trust for Historic Preservation, Inc. (\$5,000.00) for the Office of the Urban County Council, at a cost not to exceed the sums stated.
- adopting an Amended Version of the Procedure on Establishing a Residential Parking Permit Program to add consideration of multi-unit residences for eligibility for permits and to allow the designation of districts less than one block in length, but no less than 500 feet of frontage along the street.
- ✓ 414-2006 – A Resolution accepting the successful bid for the purchase of \$10,310,000 Lexington-Fayette Urban County Government General Obligation Bonds (Stormwater Improvements, Neighborhood Redevelopment, Bluegrass Aspendale Parkway, Veterans Park Fire Station and Police Car Projects), Series 2006B.
- ✓ 415-2006 – A Resolution authorizing the Mayor to renew Contracts for FY 2007 through Marsh USA, Inc. with USF Insurance Co. for the Fourth of July Special Events policy at a cost not to exceed \$8,412.25; General Star Indemnity Co. for special event excess liability policy at a cost not to exceed \$14,143.67; Midwest Employers Casualty Co. for excess workers' compensation at a cost not to exceed \$239,937.00; Ace USA for international package insurance at a cost not to exceed \$2,500.00; and Factory Mutual for excess property insurance at a cost not to exceed \$237,200.00, subject to a premium audit, and subject to sufficient funds being appropriated for the purposes.
- ✓ 416-2006 – A Resolution authorizing the Mayor to execute a Three Year Administrative Services Agreement with Risk Management Services Corporation for third party claims administration services for liability claims, at a cost not to exceed \$90,000.00 the first year and at an annual cost not to exceed \$90,000.00 for each remaining year, subject to sufficient funds being appropriated.
- ✓ 417-2006 – A Resolution authorizing the Mayor to execute a Three Year Administrative Services Agreement with Underwriters Safety and Claims, Inc. for third party claims administration services for workers compensation claims, at a cost not to exceed \$100,000.00 the first year and at an annual cost not to exceed \$100,000.00 for each remaining year, subject to sufficient funds being appropriated.



275 - 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
Council Members

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: May 15, 2008

SUBJECT: Internal Advertisement for Administrative Specialist Senior

The Division of Human Resources is requesting your concurrence and approval of the internal advertisement of the above position, which is in the Department of Environmental Quality. Current employees will be eligible to compete.

It has been determined that we do have a balanced EEO pool of internal candidates who could apply and are qualified for the position. It is our goal that, whenever possible we provide internal promotional opportunities.

If there are any questions, please call Daniel H. Fischer at 258-3030.

df

attachments

cc: Darrylyn Combs, HR Manager, Division of Human Resources

Log # 08-0097



286-08

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: MAY 22, 2008

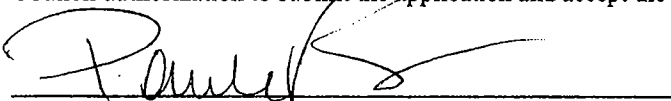
SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION AND ACCEPT AWARD, IF OFFERED, OF FEDERAL FUNDS FROM THE KENTUCKY DEPARTMENT OF JUVENILE JUSTICE FOR CONTINUATION OF THE TRUANCY ASSESSMENT CENTER UNDER TITLE V OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974—FY 2009

Partners for Youth Foundation has prepared a grant application for submission to the Kentucky Department of Juvenile Justice requesting federal funds under the Title V delinquency prevention program for continuation of a truancy assessment center project begun in Fiscal Year 2007. The Truancy Assessment Center (TAC) provides a resource for Fayette County families and youth (ages 12-17) who are experiencing problems with school attendance. The TAC completes a holistic, comprehensive assessment of the family and offers a "one stop shop" approach for families needing services. The TAC receives referrals from the middle and high schools, Fayette County Public Schools (FCPS) Director of Pupil Personnel when they file a habitual truancy complaint with the Court Designated Worker (CDW) Program. The TAC offers services to the family to assist them in avoiding formal court. The TAC also receives referrals from Fayette Family Court when families with habitually truant youth who are sent on to formal Family Court.

The amount of federal funds requested from the Kentucky Department of Juvenile Justice is \$74,400. If approved, these funds will be used by Partners for Youth to employ a Truancy Assessment Center Coordinator and for case management services on a contractual basis. A match that is equal to 50% of the federal funds is required. Matching funds in the amount of \$37,236 will be documented from project time donated by a Family Court Judge, Family Court employees, and employees of the Fayette County Public Schools. Value of donated space will also be used to document grant match. Total project cost is \$111,636.

Title V of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended and reauthorized in 2002, established the Incentive Grants for Local Delinquency Prevention Programs. Only local governments are eligible applicants. Other eligibility factors include having a prevention board and completion of a 3-year comprehensive delinquency prevention plan. If funding is approved, the LFUCG, as grant recipient, will enter into a subrecipient agreement with Partners for Youth Foundation which will be responsible for implementation and operation of all project activities and documentation of match.

Council authorization to submit the application and accept the award, if offered, is hereby requested.


 Paula King, Director

Xc: Kyna Koch, Commissioner of Finance and Administration

HORSE CAPITAL OF THE WORLD

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287-08

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

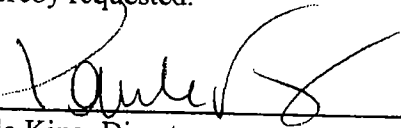
DATE: MAY 22, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENT TO
CHANGE TERM OF COMPETITIVE GRANT AGREEMENT WITH THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR
OPERATION OF THE HOUSING OPPORTUNITIES FOR PERSONS WITH
AIDS PROJECT

On April 14, 2005 (Ordinance No. 81-2005), Council approved the acceptance of federal funds from the U.S. Department of Housing and Urban Development for continuation of the Housing Opportunities for Persons with Aids Program for a three year period through June 29, 2008. The U.S. Department of Housing and Urban Development has offered the LFUCG an Amendment to Change Term of Competitive Grant Agreement through December 31, 2008, so that all project activities may be completed and all funds may be expended.

The purpose of the project is to provide persons with AIDS permanent and transitional supportive housing in the community.

Council authorization to execute the Amendment to Change Term of Competitive Grant Agreement is hereby requested.



Paula King, Director

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

HORSE CAPITAL OF THE WORLD

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203-08

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

MEMORANDUM

To: Mayor Jim Newberry
Urban County Council

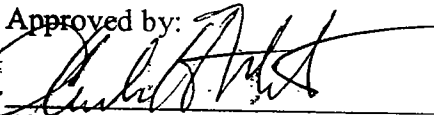
From: David A. Carroll, P.E. *DAe*
Municipal Engineer, Sr.

Date: April 3, 2008

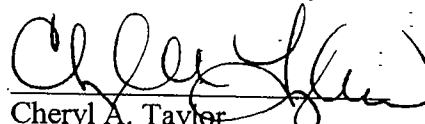
Re: Resolution Authorizing Acceptance of Deed (Parcel #4)
Project No: 521 – Appomattox Rd Culvert Replacement Project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for the acquisition of a temporary easement at 1000 Della Drive. The deed will be from Frank and Norma Richmond at a cost of \$699.00 for the acquisition of 4,655 square feet of temporary construction easement here.

Approved by:



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



Cheryl A. Taylor
Commissioner, Department of
Environmental Quality

Attachments

c: Darryl G. Bennett, P.E. Glenda George Robert Bayert, P.E. Jim Wray File

08.P521.406.bluesheet 1000 della

HORSE CAPITAL OF THE WORLD

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204-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water and Air Quality**MEMORANDUM**

To: Mayor Jim Newberry
Urban County Council

From: David A. Carroll, P.E. *DA*
Municipal Engineer, Sr.

Date: April 3, 2008

Re: Resolution Authorizing Acceptance of Deed (Parcel #3)
Project No: 521 – Appomattox Rd Culvert Replacement Project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for the acquisition of a temporary easement at 989 Holly Springs Drive. The deed will be from Micha Hutsell at a cost of \$758.00 for the acquisition of 5,050 square feet of temporary construction easement.

Approved by:

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

Cheryl A. Taylor
Cheryl A. Taylor
Commissioner, Department of
Environmental Quality

Attachments

c: Darryl G. Bennett, P.E. Glenda George Robert Bayert, P.E. Jim Wray File

08.P521.406.bluesheet 989 holly springs



205 - 08

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

MEMORANDUM

To: Mayor Jim Newberry
Urban County Council

From: David A. Carroll, P.E. *DAC*
Municipal Engineer, Sr.

Date: April 3, 2008

Re: Resolution Authorizing Acceptance of Deed (Parcel #2)
Project No: 521 – Appomattox Rd Culvert Replacement Project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for the acquisition of a temporary easement at 993 Holly Springs Drive. The deed will be from David and Ruby James at a cost of \$252.00 for the acquisition of 2,011 square feet of temporary construction easement.

Approved by:

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

Cheryl A. Taylor
Commissioner, Department of
Environmental Quality

Attachments

c: Darryl G. Bennett, P.E. Glenda George Robert Bayert, P.E. Jim Wray File

08.P521.406.bluesheet 993 holly springs

HORSE CAPITAL OF THE WORLD



206-08

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

MEMORANDUM

To: Mayor Jim Newberry
Urban County Council

From: David A. Carroll, P.E. *DAC*
Municipal Engineer, Sr.

Date: April 3, 2008

Re: Resolution Authorizing Acceptance of Deed (Parcel #1)
Project No: 521 – Appomattox Rd Culvert Replacement Project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for the acquisition of a temporary easement at 1901 Appomattox Road (James Lane Allen Elementary School). The deed will be from Fayette County Public Schools at a cost of \$941.00 for the acquisition of 7,529 square feet of temporary construction easement here.

Approved by:

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

Cheryl A. Taylor
Cheryl A. Taylor
Commissioner, Department of
Environmental Quality

Attachments

c: Darryl G. Bennett, P.E. Glenda George Robert Bayert, P.E. Jim Wray File

08.P521.406.bluesheet 1901 appomattox

HORSE CAPITAL OF THE WORLD

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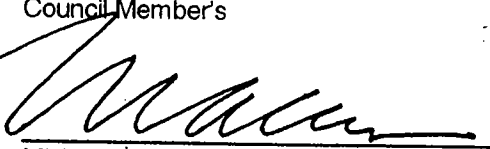


*274-08

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources**MEMORANDUM**

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

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: May 16, 2008

RE: Abolish/Create positions – Division of Water Quality

The attached action amends Section 21-5 of the Code of Ordinances, abolishing two (2) positions of Engineering Aide (Grade 105N) and two positions of Public Service Worker (Grade 106N) and creating one (1) position of Engineering Technician (Grade 111N) and two (2) positions of Public Service Worker Sr. (Grade 107N) within the Division of Water Quality, effective upon passage by Council.

The Division requests this action as a part of a series of reorganizations within the Division of Water Quality. The creation of the new positions is directly tied to both the permanent operational needs, and to the implementation of reporting requirements of the Consent Decree with the United States Environmental Protection Agency.

The fiscal impact for FY2008 is \$0.00. The fiscal impact for FY2009 (26 pay periods) is a savings of (\$17,831.91).

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/(Decrease)
Vacant	Engineering Aide	\$0	\$31,189.34	\$31,189.34
Vacant	Public Service Worker Sr. (two positions)	\$0	\$24,086.66	\$48,173.32
Vacant	Public Service Worker (two positions)	\$22,639.50	\$0	(\$45,279.00)
Vacant	Engineering Aide	\$21,323.64	\$0	(\$42,647.28)
Total Annual Impact with benefits \$(17,831.91)				

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

Attachment

cc: Cheryl Taylor, Commissioner, Department of Environmental Quality
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 # 08-0098

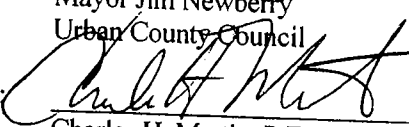


*283-08

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water Quality

Memorandum

To: Mayor Jim Newberry
Urban County Council

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

Date: May 21, 2008

Re: Award of Engineering Services Contract
Annual Program Management Services – Consent Decree Implementation

The purpose of this memorandum is to request a resolution authorizing the award of an engineering services agreement to Tetra Tech Inc. for providing Consent Decree related Annual Program Management Services. Work associated with this agreement will be allocated via a series of written task orders. Lump sum fees will be assigned to each task order.

Funds for the initial task orders associated with this agreement are not budgeted but are reflected in the 2008 Sanitary Sewer Financial Model, which was the basis for the 2008 Sewer User Fee increase. Future task orders along with a separate purchase order will be requested to fully develop and implement stormwater program compliance documents. The duration of this agreement is for 365 days, and annual renewal of this agreement will require Council approval.

The purpose of this engineering design services agreement is to complete near-term deliverables associated with LFUCG's Federal Consent Decree. The primary outcome of this work includes:

- Programming and maintenance of scheduling necessary to ensure compliance with deadlines contained in the Consent Decree.
- Review and oversight of work products developed by other engineering consultants, which will have a significant impact on future remedial measures necessary for compliance with the Consent Decree.
- Development of documents necessary for proposed stormwater program ordinances, inspection protocols and enforcement procedures.
- Water quality monitoring for stormwater permit compliance.
- Technical assistance in the implementation of databases necessary to demonstrate compliance with the terms of the Consent Decree.

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

pc: Cheryl Taylor, Commissioner, Department of Environmental Quality
Brian Marcum, Director, Division of Central Purchasing
Rod Chervus, P.E., Division of Water Quality

HORSE CAPITAL OF THE WORLD

276-08



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

MEMORANDUM

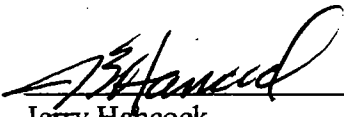
RECEIVED

MAY 15 2008

GENERAL SERVICES
COMMISSIONER'S OFFICE

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

FROM:


Jerry Hancock

RE: Change Order Request

DATE: May 14, 2008

This is a request for Council approval to increase the amount of contract no. 921 with Louisville Paving Company for repairs to Douglass Park basketball court. This increase request is \$10,075.00 for the installation of a 500' french drain and removal and disposal of concrete retaining wall. This change order will increase the original contract amount from \$465,200.00 to \$475,275.00.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

CONTRACT HISTORY FORM

276-08

Contractor: Louisville Paving Co.Project Name: Douglass Park Basketball CourtsContract Number and Date: 921 - March 6, 2008Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS****Summary of Previous Change Orders To Date****Dollar Amount****Percent Change to Original Contract**

A. Original Contract Amount:

\$ 465,200.00

B. Cumulative Amount of Previous Change Orders:

\$ 0.000% %
(Line B / Line A)

C. Total Contract Amount Prior to this Change Order:

\$ 465,200.00**Current Change Order**

D. Amount of This Change Order:

\$ 10,075.002% %
(Line D / Line A)

E. New Contract Amount Including this Change Order:

\$ 475,275.00102% %
(Line E / Line A)**SIGNATURE LINES**Project Manager: Mark MorganDate: 5/12/08Reviewed by: Michelle L. SienrichDate: 5/13/08

Division Director: _____

Date: _____

LEXINGTON -FAYETTE
URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date: 5/8/08 276-08 64

Project: Douglass Basketball Courts

Location: 726 Georgetown St.

Contract No. 921

Change Order No. 1

To (Contractor) Louisville Paving Co.
1801 Payne St., Louisville, KY 40206

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Install 500' french drain		\$6,375.00
2	Remove/dispose concrete retaining wall		\$1,000.00
3	Regrade, add stone & asphalt around concession stand to repair drainage problem		\$600.00
4	Rock excavation from light pole & scoreboard foundation bores		\$2,100.00
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	XXXXXXXXXX.XX
	Total increase	XXXXXXXXXX.XX	\$10,075.00
	Net (increase) contract price		\$10,075.00

The sum of \$10,075.00 is hereby added to the total contract price, and the total adjusted contract price to date thereby is \$475,275

The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by William Kojicinski (Superintendent) Date 5/13/08

Accepted by Richard Benson (Contractor) Date _____

Approved by [Signature] (Director) Date 5/14/08

Approved by [Signature] (Commissioner) Date 5/19/08

Approved by _____ (Mayor or CAO) Date _____



277-08

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

MEMORANDUM**RECEIVED****MAY 15 2008****GENERAL SERVICES
COMMISSIONER'S OFFICE**

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

FROM:

Jerry Hancock

RE: Change Order Request

DATE: May 14, 2008

This is a request for Council approval to increase the amount of contract no. 40-2008 with Thorobilt Construction Company for the Gratz Park Kitchen. This increase is \$1,150.00 for the soffit, fascia and crown replacement of deteriorated wood trim. This change order will increase the original contract amount from \$29,875.00 making the total amount \$31,025.00.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

277-08

CONTRACT HISTORY FORMContractor: Thorobilt ConstructionProject Name: Gratz Park Kitchen RoofContract Number and Date: 40-2008, April 10, 2008Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS****Summary of Previous Change Orders To Date****Dollar Amount****Percent Change to Original Contract**

A. Original Contract Amount:	\$ <u>29,875.00</u>	
B. Cumulative Amount of Previous Change Orders:	\$ <u>0.00</u>	<u>0%</u> % (Line B / Line A)
C. Total Contract Amount Prior to this Change Order:	\$ <u>29,875.00</u>	
<u>Current Change Order</u>		
D. Amount of This Change Order:	\$ <u>1,150.00</u>	<u>4%</u> % (Line D / Line A)
E. New Contract Amount Including this Change Order:	\$ <u>31,025.00</u>	<u>104%</u> % (Line E / Line A)

SIGNATURE LINESProject Manager: Mark MorganDate: 5/14/08Reviewed by: Michelle KosniakDate: 5/14/08Division Director: [Signature]Date: 5/14/08

277-0867

Change Order No. 1



278-08

Mayor James Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks and Recreation

Jerry E. Hancock, Director

RECEIVED

MAY 21 2008

**GENERAL SERVICES
COMMISSIONER'S OFFICE**

To: Mayor Jim Newberry
Urban County Council Members
Commissioner of General Services

From: Jerry Hancock, Director of Parks and Recreation *J E Hancock*

Subj: Recommendation of Parks Master Plan Update consultant

Date: May 20, 2008

This memorandum is to support a recommendation to accept the proposal of Lose and Associates of Nashville, Tennessee to update the 1998 Parks Master Plan and provide a Master Plan for Hisle Park.

The consultant will provide clearly defined recommendations that reflect the needs of Lexington and Fayette County as well as bring national recreation trends to our attention for inclusion in our programming and management mix. The project has a time line of about six months and is expected to cost \$125,000 which is the amount budgeted to cover the project.

Lose and Associates was selected by a committee representing Council Members, the Mayor's Office, the administration and Parks and Recreation officials that met on two occasions and reviewed written proposals and conducted telephone interviews with a short list of prospective firms.

The project will include meetings with elected officials, the Parks Advisory Board, Parks managers, school board officials and citizens and will incorporate a combination of surveys, interviews and public meetings throughout the planning process in order to determine the community's need for new programs, facilities and services. There will be at least six public meetings held in the community, and a web-based survey/feedback forum will be constructed to allow the public to contribute to the process.

We are asking the Urban County Council to approve the attached contract to perform these services.

Please do not hesitate to call on me if I can answer any questions about this project.

278-08

PROFESSIONAL SERVICES AGREEMENT

Project: Lexington Fayette County Parks and
Recreation Master Plan Update

Lose & Associates Project: 08076

Client: Lexington Fayette Urban County
Government

Date: May 6, 2008

Services: Lose & Associates, the Design Professional, is hereby contracted to provide the following services as authorized by you, the Client. See Attachment A, Project Approach.

Fees:

Lump Sum fee of \$125,000.00

Other Conditions: The lump sum fee quoted above includes the cost of any out-of-pocket reimbursable expenses.

Terms and Conditions outlined on the following three pages are a part of this Agreement. Signature by the Client indicates the Client's agreement with the proposed Services, Fees, and Terms and Conditions as set forth in this Professional Services Agreement.

ACCEPTED: This ____ day of _____, 2007

ISSUED: This 6th day of May, 2007

Client's signature

Chris Camp, ASLS
Executive Vice President

Print Name

Title

TERMS AND CONDITIONS

Payment Schedule and Terms – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

Current Hourly Rates - An attached table, dated January 1, 2008, outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2009, at which time they may be adjusted by the Design Professional.

Additional Services – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

Term of Proposal – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

Fee Adjustment – It is understood that in the event this project extends over a period of more than one year from the date of this Agreement, the fees for any remaining services will be adjusted proportionately to the "all items" group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

Ownership of Documents – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

Jobsite Safety – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

Applicable Law – Unless otherwise provided, this Agreement shall be governed by Commonwealth of Kentucky state law.

Disputes Resolution - All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

Termination of Services – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

Opinion of Probable Cost – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Limit of Liability - In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability and indemnify and hold harmless the Design Professional and its subconsultants to the Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including the cost of reasonable attorney's fees and defense, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project, or \$50,000.00 whichever is greater. The foregoing does not preclude any and all immunity defenses of the LFUCG against third parties. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Exhibit A. Project Approach

The LFUCG Division of Parks and Recreation has requested an update of their 1998 Comprehensive Parks and Recreation Master Plan. This update will examine what the Division has done over the past ten years and where it is going in the future. Our master planning team

comprised of Lose & Associates, Norris Design and Wiser, Hemlepp & Associates, will create a document that will answer these critical questions:

- How well does the Division deliver parks and recreation services to the citizens of Fayette County?
- What parks and recreation services do the citizens of Fayette County want or need that are not being provided?
- How can the Division measure their performance and the delivery of these services?
- What needs to be done in the future to improve the delivery of these services to the citizens of Fayette County?

The answers to these questions come from a planning process that is built upon community input, extensive research of the Parks Division programs, facilities and operations, and an evaluation of the Lexington-Fayette County community.

We have outlined a six step process of our project approach for the LFUCG Parks and Recreation Master Plan Update. By following these steps, our planning team will lead Division of Parks and Recreation staff, elected officials, Parks Advisory Board members and Fayette County citizens through a planning process that is built upon community input and proven park planning strategies. The resulting master plan update will provide recommendations that are backed up with critical implementation strategies and policies needed to guide the Division over the next 10 years.

Note: The development of the Hisle Park Master Plan will run concurrent to the LFUCG Parks & Recreation Master Plan Update steps listed below. See page 10 for the Hisle Park Master Plan approach and the Project Schedule for items that will run concurrent.

Step 1. – Project Initiation and Kickoff Meeting

Our team will conduct a planning meeting with the Division of Parks and Recreation staff and appropriate LFUCG staff and officials to review project goals, the planning process and the proposed time schedule. This meeting will provide an opportunity to identify known issues and concerns, and to discuss specific areas that may require special attention during the planning process. This meeting will also help us gain an understanding of the overall LFUCG and community issues that impact daily operations and delivery of recreation services.

During the kickoff meeting we will review all owner-provided inventories, maps and GIS data; we will discuss other LFUCG and Parks Division reports and planning documents to gain a better idea of information previously developed. We will also discuss what groups (e.g., special interest, councils, etc.) will be consulted during the public input process and throughout the entire planning process.

Step 2. – Background Data Collection and Information Gathering

Immediately following the kickoff meeting, our team will begin information gathering. This step includes all parks, program and provider inventories, demographic data collection, and analysis of existing LFUCG studies and reports. The following narrative highlights all the different components that will be collected and analyzed during this step.

A. Demographics and Population Trends

Our team will review existing demographic data with projections of quantitative growth patterns and the composite nature of the growth. We will utilize current and projected demographic and sociological factor data including population composition, population growth projection and trends, economic factors and land use patterns to prepare charts and graphs illustrating the County's actual growth over the last 10 years, as well as projected growth for the next 10 and 20 years. Data from the U.S. Census Bureau, LFUCG Division of Planning, and a private subscription data source (*DemographicsNow*), to which we subscribe, will be used to express the overall gender, age, education and economic health of the citizens served by the LFUCG Division of Parks and Recreation. General comparisons of these statistics will be made at state and national levels in order to understand community characteristics in a broader sense.

B. Programs and Services Inventory

As part of the overall master planning process, the planning team will inventory and analyze current services, programs and those provided by relevant alternative providers in the County that occur in parks or on LFUCG property. We will also examine the impact of private recreation providers such as the YMCA, Boys & Girls Club, churches and other groups who provide programs similar to the Division. Our team will also review special events provided or facilitated by LFUCG Division of Parks and Recreation in association with the Mayor's office and other community groups.

Our team is also experienced in working with communities that have older community centers and, in some cases, have lost market share to other providers. Some other factors are that programs have run their life cycle or that some centers may be perceived as unsafe to attend. Our team will evaluate the Division's community and neighborhood centers and their program efforts to determine what issues and challenges Lexington-Fayette County is facing and how enhancing program efforts through determining current demand and determining if there are opportunities to engage viable partners to develop new services and/or create new venues for indoor recreation.

We will develop a matrix of the major program providers and the general groupings of programs provided by each. This matrix, combined with the park service boundaries developed as part of the physical resources inventory (see below), will enable us to identify any trends and possible gaps in offerings. This analysis will allow us to make recommendations to fill a niche market, avoid duplication of services and explore potential partnership opportunities.

Key outcomes of this effort will be:

- Comparison of Division programs with other similar-size communities
- Determining overlap with other local providers
- Assessment of program successes and needs
- Assessment of overall programming on the Division's budget
- Assessment of national trends
- Development of post-evaluation tools

C. Physical Resources Inventory & GIS Database

Our team will conduct a comprehensive inventory and analysis of all parks, trails, and open space amenities and facilities within the Lexington-Fayette County system. We will utilize our expertise in facility management, land use planning, park design, and natural resource management to identify use levels, sensitive environmental areas, and the opportunities and constraints of the LFUCG system. This inventory will also include relevant alternative providers, so as to provide an analysis of replication of facilities and opportunities for collaborative efforts.

We will conduct this inventory by reviewing existing owner-provided park inventories, aerial photos, existing GIS data, local floodway maps and site visits. This information will be catalogued into a GIS database, which will be incorporated into our *Inventory Analysis Mapping*. This information is then used to graphically illustrate the distribution of service to the various geographic areas within the County. Upon completion of the project, the GIS database becomes property of the Division of Parks and Recreation and can be used and updated by staff, as facilities and amenities are added and/or upgraded. This information will also be presented in a written narrative format that is easy for all readers (technical staff and lay people alike) to understand.

1. Conditional Assessments

The physical inventory will also include a conditional evaluation of the Division's major park facilities and other facilities, chosen by the Division, that are representative of the mix of facilities in the parks system. Part of this evaluation will include a review of the Division's community centers and neighborhood association buildings. This conditional evaluation will be completed by our planning team through a collaborative effort with the Division in order to incorporate the community's unique needs and desires.

The condition, age, and maintenance of park and recreation amenities impacts the level of service (LOS) provided to the County. Analyzing the condition of amenities helps identify maintenance and operations issues, effectiveness or need for lifecycle assessment programs, and the accessibility and safety of County facilities and amenities.

D. Inventory Analysis Map Series

Our team will develop an *Inventory Analysis Map Series* utilizing GIS data, GPS collections, inventory results, conditional assessments and spatial analysis. The series of maps graphically illustrate the level of service being provided to the community through the County's park and recreation system, as well as the current condition of the system. These maps are extremely valuable for the implementation of the Master Plan because they help communicate to stakeholders, elected officials, and the community the need for future improvements and investments.

Our *Inventory Analysis Map Series* typically includes:

- **Distribution of Service** - Identify geographic concentrations and inequities in service throughout the system and/or for individual park and recreation facilities and amenities.

- **Conditional Analysis** – Employ conditional evaluation of select amenities and/or individual park and recreation facilities and amenities to illustrate the need for maintenance, renovation and/or replacement.
- **Accessibility Analysis** – Evaluate infrastructure for ADA, bicycle, pedestrian, and automobile access to parks, trails, recreation facilities and open space. Pedestrian, bicycle and vehicular travel preferences expressed in the 2006 Community Needs Analysis will be factored in when making new facility recommendations.
- **Population Density and Growth** – Utilize demographic data and population projections to illustrate the need for service to existing and future growth areas.
- **Land-use Analysis** – Incorporate land use and zoning to identify the needs for service based on whether the land is residential, commercial, industrial, etc.
- **Recommendations** – Map the level of service provided upon implementation of the recommended future parks and facilities.

By utilizing the information in the GIS database we can evaluate your system as a whole or look specifically at a key issue (i.e. - the need for additional tennis courts, pedestrian access to recreation centers, the distribution of playgrounds throughout your community, etc.).

The products you receive through the *Inventory Analysis Map Series* and the GIS database are intended to be used beyond the life of the project. These maps can serve as marketing and communication materials for staff, the agency website, and public presentations. Furthermore, the GIS database can serve as a tracking mechanism for maintenance and lifecycle assessment programs.

Step 3. – Public Input Process

Our team always works closely with the client to maximize the public input for the master plan. We will use a combination of surveys, interviews and public meetings throughout the planning process in order to determine the community's need for new programs, facilities and services. A survey will provide our team with **quantitative** data. Interviews and public meetings provide us with **qualitative** data.

A. Surveys

One tool that is frequently used and which is often essential in understanding the needs of the community is a community survey. We will use the existing 2006 Community Needs Analysis and a web-based community survey to determine the residents' needs and level of satisfaction with parks, recreation facilities, programs, and open space areas.

1. 2006 Community Needs Analysis

Our team will review this needs analysis, which was completed by Lose & Associates, to gain insight into citizens' opinions regarding the Division's performance and its ability to provide relevant programs, events, activities and services.

2. Survey Website Development

Norris Design will provide professional online survey/ feedback form services and hosting to LFUGG. Online services will include, interactive web-based survey sheets and/or email based feedback forms that can be tracked and monitored by our team. We will tailor the

delivery format of the online output method to best suit the needs and the nature of the data collection.

B. Interviews

An initial round of interviews with parks staff will occur during the kickoff in Step 1. Our team will also conduct additional interviews with Parks Advisory Board Members (current and former), select LFUCG staff, elected officials, school representatives, and other persons or groups with special interests identified during the kickoff meeting. These in-depth interviews will span a period of two days. The purpose of the interviews will be to identify needs, gather information about organizational issues, personnel policies and budgeting procedures in order to better understand how the Division of Parks and Recreation fits into the overall structure of the County.

C. Public Meetings

Our team will conduct a minimum of six public meetings throughout Fayette County. The goal of the meetings, like other venues for public input, is to develop and prioritize a list of needed facilities and programs, and to gain an understanding of the community's relative rating of the Division's offerings. During the meetings, our planning team will address the citizens' questions about the master plan and will record opinions and ideas about the current recreation delivery system. These meetings will also provide opportunities for people to offer ideas for change and improvement.

Step 4. – Findings Analysis

A. Special Events Analysis

Our team's special events analysis will include an evaluation of all current County-sponsored/co-sponsored events, including costs, impact on staff, revenues, and demographic and geographic segments served. We will also establish a model to consider new special events, including examination of similar types of event's participation numbers, community input, demographic analysis, partnership opportunities, cost recovery potential, and park and recreation trends to evaluate the demand and need for new events.

B. Partnerships Analysis

Nationally, there is a trend for park and recreation agencies looking "outside the box" towards the use of partnerships to fund programs and services. This may include partnerships with business, governmental and/or non-profit agencies. It is also important to establish strong administrative policies and processes to help manage and formalize these partnerships. Our team members have worked with agencies all over the country and there is a growing trend of partnerships between public park and recreation agencies and private businesses and non-profits, especially those sports and health-related, to build and operate park and recreation facilities.

Our team will identify key partners and strategies, recommend strategies to maximize these opportunities, facilitate agreements and policies, and minimize risk for the County through this planning process. Specifically, we will solicit input from the organizations including, but not limited to:

- Fayette County Public Schools

- University of Kentucky
- Transylvania University
- Current and Former Advisory Board Members
- Park and Recreation Facility and Program Users
- Park and Recreation Staff
- Community Nonprofits
- LFUCG Public Works and Development
- LFUCG Social Services
- Lexington Youth Soccer Association (LYSA)
- Commerce Lexington
- Local Businesses

C. Board Structure Assessment

Our team will assess the role and structure of your Parks Advisory Board. Advisory Board members can play a variety of roles for park and recreation agencies. Our analysis will include several tools for evaluating the entire board's role, structure and culture. We will assess the board's areas of strengths as well as any needed areas of improvement. We will provide this analysis after conducting interviews with members and attending one or more of the Board meetings to get a better understanding of how the current board operates. Based on this analysis, we will make recommendations on the board's size, makeup and organization.

D. Recreation Plan Development

As part of the findings analysis, a 5-year recreation plan will be developed that outlines an implementation procedure and priority listing of recreation programs. This recreation plan will be based on our findings during the public input process, national park and recreation trends and our program and services analysis.

1. Park and Recreation Trends

National park and recreation trends involve an analysis of recreation participants' current, historical, and future needs and desires for programming and activities. This information provides agencies with information to make decisions on what additional recreation programs may benefit the community, as well as those programs that may be declining in participation. This analysis also helps identify programs that may not be best serving the needs of the community or those services that are not efficiently using resources and could be made available through partnerships or by alternative providers. Additionally, up-and-coming trends and best practices from park and recreation providers throughout the country are evaluated as to whether they meet the County's needs.

2. Athletic Associations

Our team will evaluate how demographic changes have influenced program participation and how the Division needs to address these issues and opportunities long-term. As an example, team members have worked with agencies in South Florida and Colorado where demographic shifts have resulted in growing Haitian, Latino and Hispanic populations. In these communities, some of these populations have tended to start their own leagues, sometimes affecting ongoing program and league efforts that agencies are sponsoring. Making programs as inclusive as possible is important and helps to build a cohesive community. Our team is

experienced in engaging diverse communities to ensure the plan was inclusive of all populations and that the needs and interests are reflected in master planning efforts.

3. Programs and Services Analysis

The programs and services analysis will include an evaluation of historical participation numbers, program evaluations, community input, demographic analysis, and park and recreation trends to evaluate the demand for and effectiveness of the funds allocated to individual programs. This will also be tied into our financial analysis, which will result in administrative policies in regard to budgeting, pricing, and cost recovery (the amount of revenue over expenses to provide a program).

We will evaluate and provide recommendations for specific issues identified by the County, including:

- Management and organizational structure of LYSA and LFUCG's ball leagues and soccer programs
- Establish a Program Evaluation Model for recreation programs and special events
- Assess the variety and diversity of organized vs. independent youth and adult recreation programs
- Identify opportunities to address youth obesity and public health
- Recommend program and services evaluation tools that can be used regularly by LFUCG's staff in order to update a County Recreation "Needs Index"

E. Staff Organization

Determining the proper organizational structure of an agency will help it address operational and management issues and opportunities in the future. Our highly experienced team will evaluate the Division to help leverage its resources in order to address whether personnel or assets should be reallocated to meet community demand. Our planning team will look at the current structure of the Division to determine whether shifts in resources/personnel are needed to improve future programming, maintenance and administrative efforts. Further, we will review previous efforts to look at the organization and evaluate workloads, responsibilities, and future opportunities that may affect how the Division addresses managing, operating and maintaining resources. This evaluation will include an analysis of existing park maintenance protocols and recommendations for levels of maintenance at park facilities.

F. Facility Recommendations and Capital Improvement Plan (CIP)

We will develop immediate and long-term recommendations for existing facility improvements, new facility development and land acquisition based on:

- Demographic analysis, population projections and potential demographic shifts
- Existing distribution patterns of parks to determine areas that need, and/or will need, additional parks, greenways, greenspace areas and park facilities in order to provide balanced service to the community
- Facility conditional assessments
- Community demand based on public input

Our team will also make recommendations for future land needs for 10 and 20 years in the future. Our park improvement and land acquisition recommendations will include NRPA standards for park amenities and will respond to specific environmental issues in Fayette County (e.g., EPA Consent Decree, storm water management).

We will develop immediate and long-range capital budgets for all recommended improvements, new development and land acquisition with opinions of probable cost, a phasing plan and an overall spending schedule for a 10-year parks development CIP.

G. Financial and Resource Analysis

Balancing the community's needs with the resources available to the County is vital to the success of a master plan. We will analyze the Division's current and historic funding sources and levels, capital improvement plans, administrative policies in regard to budgeting, pricing, and cost recovery (the amount of revenue over expenses to provide a program), and existing and potential alternative funding and partnerships.

Our team includes a certified *Fund Development Specialist* who will analyze current and past traditional (i.e. - taxes and impact fees) and alternative (i.e. - grants, sponsorships, etc.) funding sources of the Division. This analysis will result in recommendations for administrative and budgeting procedures, pricing and cost recovery policies, capital improvement planning, and allocation of funding sources to assist in the implementation of the Master Plan.

This financial and resource analysis will be incorporated into the Division's 10-year parks development CIP, as discussed above. We will also include cost information for ongoing operations and maintenance.

H. Pricing and Fee Policy

Our team will help LFUCG create an agency philosophy and process for evaluating cost recovery and establishing a Pricing Philosophy. It is imperative that public agencies are able to justify administrative decisions that directly impact the public and users. Furthermore, this policy must incorporate and reflect the unique values of the community and be easy to understand and implement throughout all divisions and levels of the Division.

I. Fund Development Strategic Planning

A successful organizational structure and fund development strategic plan align the agency's structure, mission, vision, and fund development goals. A successful organization knows their constituents, identifies potential donors, strategically solicits funds, and manages and utilizes their fund development resources to the highest potential.

Aligning the implementation of fund development strategies to the Division's vision and mission is the principal goal. This is effectively accomplished when fund development resources and efforts strategically target current and potential donors. Another key objective is to ensure that the organization and board are utilizing its fund development resources (human, information, financial, physical/space/equipment, or relationships) to their highest potential. Fund development methods and dynamic planning, established specifically for your board and community, will assist you in furthering your organization's fundraising efforts, mission, and ultimately the benefit brought to the agency and the community.

Step 5. – Preliminary Master Plan Draft Report Development and Presentation

After Steps 1 through 4 have been completed, the planning team will begin a thorough evaluation of all the data to assemble the draft report. This report will be submitted and presented to the Parks Division Director, staff and others chosen by the Director. This draft report will include:

- Demographic characteristics, trends and projected growth
- Summary of all public input (interviews, survey, meetings)
- Division organization recommendations
- Recreation services/programming recommendations
- Administrative recommendations (partnerships, fundraising, Parks Advisory board)
- Facility Assessments and Recommendations (improvements, new facilities, land acquisition, costs, funding options)
- Action steps/statements and associated time frames to implement the recommendations made in the report

Step 6. – Final Master Plan Report Development and Presentation

After the draft report review and presentation, our team will incorporate any comments or revisions into the final master plan report. The final report will be submitted to the Division and presented to Division staff, LFUCG officials and the general public.

F: Hisle Park Master Plan

The Hisle Park Master Plan will be an exercise in consensus building among various user groups and local citizens who would potentially utilize the facility. This site is large enough to accommodate a variety of both active and passive uses. The final product of the master planning process will include a graphic and written plan with supporting text and opinions of probable cost that will document the community involvement, the facilities that will be included in the park and costs associated with upgrading or removing existing facilities and adding new facilities, as well as recommended project phasing.

In August 2006, Chris Camp and Emily Houston visited Hisle Park with Division of Parks and Recreation staff and discussed desired park facilities and potential program offerings. During our site visit we took several photographs and observed the various site conditions throughout the property. Based on this initial visit and discussions with staff, we are familiar with the Hisle Park site and its potentials and constraints.

The team for this project includes Lose & Associates and R.E. Jackson Engineers.

Note: The development of the Hisle Park Master Plan will run concurrent to the LFUCG Parks & Recreation Master Plan Update planning process.

Step 1 – Kickoff Meeting, Site Tour, and Site Inventory and Analysis

To initiate the project, our team will meet with Division of Parks and Recreation staff. At this meeting we will discuss project goals, programs, and any specific issues or known concerns that have changed since our August 2006 discussions. At this meeting, we will also work with staff to formulate a list of groups and individuals to be asked to serve on a steering committee to guide the development of the master plan. This meeting will be concluded by a walking tour of the park with staff.

Immediately following the kickoff meeting, we will begin the site inventory and analysis. Our members will revisit the site to identify and analyze built and natural site features. We will also identify opportunities and constraints presented by the physical characteristics of the site and analyze adjacent land uses. During the site visits, we will visit the existing structures and inventory their condition. Building problems such as leaking roofs, broken doors,

windows, and similar items will be noted for cost estimate purposes. A structural engineer will also inspect the existing bridge that crosses over the railroad line. Concurrently, we will consult with requisite agencies regarding regulatory issues that may impact the master plan and eventual development of the park.

Step 2 – Base Map and Graphic Site Analysis

A graphic site analysis will be prepared to illustrate relevant data related to soils, topography, vegetation, hydrology and existing buildings and structures. It is understood that the base map and soils map will be prepared using LFUCG GIS base map resources and USDA Soil Conservation Service data and that no field survey work will be conducted to locate existing facilities. Existing facilities will be located using mapping provided by LFUCG.

Step 3 – Public Input Process

Public input is critical to the development of a visionary master plan for Hisle Park. To gain an understanding of how the land is viewed by the community and their desires for improved facilities and opportunities within the park, we will use a planning process that combines input from the steering committee, surrounding neighbors and two community-wide public meetings. The committee would be made up of government officials and representatives of specific interest/user groups. Two open community meetings will be scheduled during the planning process to gather input from the surrounding neighbors and community at large.

Following the development of the site analysis and inventory maps, we will conduct a meeting with staff, a committee meeting and a public meeting for the project. We will present the graphic site analysis and inventory of facilities to the staff and to the steering committee. The agenda for this session will include a description of the physical site, existing buildings and other facilities. If conditions warrant, slides and photographs will be used in addition to the graphic site analysis. The site description will focus primarily on issues that will impact future development of the park. The same presentation will be made at the community-wide public meeting to gather additional feedback. Our staff will record comments at all meetings for inclusion in the development program for the park.

A development program will be formulated during the staff and steering committee meetings and refined using comments from the community meeting. This program will be used to develop the preliminary master plan.

Throughout the planning process, independent meetings or presentations may be required with LFUCG staff and with the steering committee. We will coordinate these meetings, and all others, with our trips for the Parks and Recreation Master Plan update.

Step 4 – Preliminary Master Plan Development and Presentation

Having received input on the park program, we will develop the preliminary master plan and a preliminary opinion of probable construction cost. This plan will synthesize ideas proposed during the public input process as well as issues that arise during the Parks and Recreation Master Plan Update planning process.

The preliminary plan will designate areas to be set aside for storm water collection basins. These areas will be approximately the size needed to comply with the storm water ordinance. However, detailed hydraulic calculations and detention calculations will not be part of the master plan.

Our team will present the preliminary master plan to park staff and the steering committee at a joint meeting and to the community at an evening meeting. We will also present the preliminary master plan at public meeting the same day. The presentations will include discussion of issues related to prioritization, construction phasing and construction cost. During each presentation, we will record comments and work to achieve a consensus agreement from those present on the plan as presented, or on changes that are suggested. The comments gathered at the meeting will be used for development of the final plan.

Step 5 – Final Master Plan Development and Presentation

Using feedback gathered in the preliminary master plan presentation, we will refine the ideas and costs into a final master plan from which future construction phasing could be identified. Our team will work with parks staff and the steering committee to prioritize the plan over a specified time frame. These priorities will be documented in the master plan report that will be prepared as the final deliverable for the project.

The final master plan will be a rendered presentation graphic. The final master plan and supporting opinion of probable cost will be presented to the parks staff and the steering committee at a joint meeting.

Step 6 – Preparation of Master Plan Report

A master plan report detailing the planning process and the implementation phases recommended for the project will be prepared after the final committee meeting. The master plan report will contain graphics and tables required to document the planning process.

ATTACHMENT B

LOSE & ASSOCIATES, INC.

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)**Professional Services Hourly Rate**

Senior Principal	\$225.00
Principal I	\$150.00
Principal II	\$125.00
Sr. Environmental Biologist	\$125.00
Division Director	\$125.00
Senior Landscape Architect, Architect, and Engineer	\$105.00
Engineer Specialist/Project Coordinator	\$ 90.00
Landscape Architect I, Architect I, Engineer I, Project Manager I	\$ 90.00
Landscape Architect II, Architect II, Engineer II, Project Manager II	\$ 80.00
Land Planner I, Intern Architect I, Engineer in Training I	
GIS Specialist I, Assistant Graphic Designer I	\$ 75.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II	\$ 70.00
Draftsman, Const. Administrator I	\$ 65.00
Draftsman, Const. Administrator II	\$ 60.00
Communications Specialist, Accounts Manager	\$ 60.00
Technician	\$ 58.00
Assistant Accounts Manager, Administrative Assistant I	\$ 45.00
Administrative Assistant II	\$ 35.00

Reimbursable Expenses

Consultants' Services	
Prints	cost + 10%
Long Distance Telephone Charges	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2008

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2009, at which time they may be adjusted by the Design Professional.



285 - 08

Mayor Jim Newberry

Department of General Services

MEMORANDUM

TO: Mayor Jim Newberry
Urban County Council

FROM: Kimra Cole, *ll*
General Services Commissioner

DATE: May 23, 2008

RE: State Government Leases

I am requesting Urban County Council approval for leases with the Commonwealth of Kentucky for space in the Annex and Government Center Buildings. Currently the State Police leases 1,341 square feet in the Annex building for their CDL drivers testing activity and the Transportation Cabinet leases 565 square feet in the Annex building for their Driver's License activity.

Both leases will maintain the current rental rate of \$10.75 per square foot. The term of the leases will be from July 1, 2008 through June 30, 2009. The leases also include 11 parking spaces at \$45 per space per month. Total annual payments for rent and parking to the LFUCG would be \$26,429.50.



281-08

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

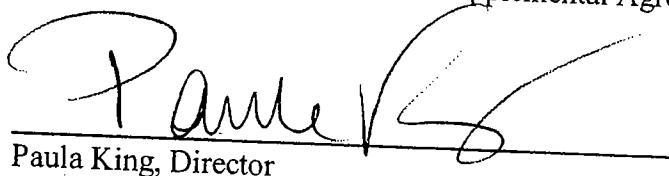
DATE: MAY 20, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
SUPPLEMENTAL AGREEMENT. NO. 2 FOR ADDITIONAL
DESIGN WORK FOR THE LIBERTY/TODDS ROAD PROJECT—
SECTION I.

On August 26, 1999 (Ordinance No. 236-99), the Urban County Council approved the acceptance of federal and state funds from the Kentucky Transportation Cabinet for Section I of the Todd Road/Liberty Road Widening and Reconstruction Project. The location of this project is from 0.2 mile south of Andover Forest Drive/Forest Hill Drive to 0.1 mile south of Graftons Mill Lane. On July 11, 2006 (Resolution # 478-2006), Council approved the execution of Supplemental Agreement No. 1, providing for right-of-way acquisition and utility relocation for the project.

The Kentucky Transportation Cabinet has now proposed Supplemental Agreement No. 2 to the agreement for Section II, providing for the use of federal and state funds in the amount of \$169,883 for the Section I design phase of the reconstruction of the Liberty/Todds road intersection which has undergone changes and revisions resulting in higher design costs.

Council authorization to execute Supplemental Agreement No.2 is hereby requested.


Paula King, Director

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

HORSE CAPITAL OF THE WORLD

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

FAWPS\IHCD\GRANTS\FEDERAL\US DEPT OF TRANSPORTATION\LIBERTY RD_TODD\8-002.doc



282-08

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: MAY 21, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
THE KENTUCKY HERITAGE COUNCIL FOR THE DIVISION OF
HISTORIC PRESERVATION'S SURVEY AND PLANNING PROJECT -
FY2009

On January 24, 2008 (Resolution #26-2008), Council approved the submission of a grant application to the Kentucky Heritage Council requesting federal funding for the purpose of supporting Certified Local Government historic preservation administrative activities in the Division of Historic Preservation.

The Kentucky Heritage Council has approved an award of federal funds in the amount of \$8,100. A 40% match in the amount of \$5,400 is required. Total project cost is \$13,500. Matching funds have been requested in the Division of Historic Preservation's general fund budget for Fiscal Year 2009. Funds will be used for the salaries and benefits of existing personnel in the Division of Historic Preservation.

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

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288-08

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: MAY 23, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE
TEMPORARY CONSTRUCTION EASEMENT AT 1008 EASTLAND
DRIVE FOR THE LOUDON AVENUE IMPROVEMENTS PROJECT-
2008

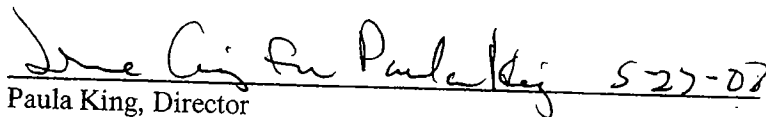
The Lexington-Fayette Urban County Government has been awarded federal funds from the Kentucky Transportation Cabinet for the Loudon Avenue Improvements Project. The source of federal funds is SLX or Surface Transportation Lexington, authorized by the Transportation Equity Act for the 21st Century (TEA-21). The Urban County Council approved on July 8, 1999, (Ordinance No. 204-99) an agreement with the Kentucky Transportation Cabinet accepting federal funding from the Kentucky Transportation Cabinet for the design. Additional federal funds for design were accepted by the Urban County Council on January 23, 2002 (Ordinance No. 5-2002). Subsequent funding has now been made available for the purchase of right of way.

The Division of Engineering has negotiated a purchase of 557 square feet of temporary construction easement at 1008 Eastland Drive from James F. Drummer, Richard Drummer, and James E. Caton in the amount of \$275.00.

Funds for purchase of easements are budgeted in account:

Fund	Dept ID	Section	Project	Budget Reference	Account
3160	303201	0001	Loudon Avenue	2000	91715

Council authorization to accept deed of temporary construction easement is hereby requested.


Paula King, Director

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

HORSE CAPITAL OF THE WORLD

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

