LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

W O R K   S E S S I O N   A G E N D A

March 24, 2009

I. Public Comment – Issues on Agenda

II. Requested Rezonings / Docket Approval – Yes

III. Approval of Summary-Yes, March 17, 2009, pp.6-9

IV. Budget Amendments – Yes, pp.10-14

V. New Business, pp.17-59

VI. Continuing Business / Presentations

A. Planning Committee, pp. 60-62

B. Social Services Month Proclamation

C. Stationery Redesign,
Brian Marcum, Director of Purchasing

D. Downtown Streetscape Plan Update
Clete Benken, RLA, ASLA
Principal, Kinzelman Kline Gossman

VII. Council Report

VIII. Mayor's Report – Yes

IX. Public Comment – Issues Not on Agenda

ADMINISTRATIVE SYNOPSIS

New Business Items

A. Authorization of a Permanent Sanitary Sewer and Temporary Construction Easements at Property Located at 1211 Manchester Street for the North Elkhorn Force Main Project. (213-09) (Martin/Taylor)
This request will authorize a deed of acceptance in the amount of $9,625 for a permanent sanitary sewer easement of 1,219.7 square feet and a temporary construction easement of 17,746.4 at property located at 1211 Manchester Street Road for the North Elkhorn Force Main project. Funds are budgeted. **p.17**

B. Authorization of a Memorandum of Agreement (MOA) with the Commonwealth of Kentucky, Energy and Environmental Cabinet, Regarding Waste Tire Amnesty Program. (218-09) (Taylor)
This request will authorize a MOA with the Energy and Environmental Cabinet, Division of Waste Management, under the Waste Tire Amnesty program. **p.18**

C. Authorization to Join the WasteBuster Program on Behalf of the Department of Environmental Quality, Division of Environmental Policy. (219-09) (Taylor)
This request will authorize LFUCG to officially join the WasteBuster program to demonstrate our commitment to the program, and as an encouragement to other entities in the community to join. The recycling program is a joint initiative with Bluegrass PRIDE with many recycling bins in the community. **pp.19-20**

D. Authorization of a Lease Agreement with the Lexington and Fayette County Parking Authority (LFCPA) for Office Space in the Phoenix Building. (214-09) (Cole)
This request will authorize a lease agreement with LFCPA at a rate of $15 per square foot (a total of $4,500 per year) for 300 square feet of office space in the Phoenix Building at 101 E Vine Street. The authority for this agreement is in the Purchase of Services Agreement with LFCPA dated January 24, 2008. **p.21**

E. Authorization of a Facility Usage Contract with the Fayette County Board of Education (FCBE) on Behalf of the Department of General Services, Division of Parks and Recreation. (223-09) (Hancock/Cole)
This request will authorize a Facility Usage Contract with FCBE on behalf of the Division of Parks and Recreation to use Sandersville Elementary School Gym on Tuesdays from March 11 through April 26, 2009 at no cost to LFUCG.**p.22**

F. Authorization of a Facility Usage Contract with the Fayette County Board of Education (FCBE) on Behalf of the Department of General Services, Division of Parks and Recreation. (224-09) (Hancock/Cole)
This request will authorize a Facility Usage Contract with FCBE on behalf of the Division of Parks and Recreation to use Cardinal Valley Elementary School Gym on Fridays from February 27 through April 24, 2009 at no cost to LFUCG.**p.23**

G. Authorization of a Designation of Applicant Agent for LFUCG under the Disaster Relief Act of 1974 (Public Law 93-288), as Amended. (215-09) (Dugger/Bennett)
This request will authorize the appointment of William O'Mara, acting Commissioner of Finance and Administration, as the Designation of Applicant Agent on behalf of LFUCG. The designee will have authority to execute for and on behalf of LFUCG to obtain federal financial assistance under the Disaster Relief Act of 1974 (PL 93-288), as amended.**p.24**

H. Authorization to Submit an Application to Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Police under the Law Enforcement Protection Program (f/k/a Body Armor Program) – FY2009. (222-09) (P. King/ Bennett)
This request will authorize the submission of an application for state funds in the amount of $72,277 to the Kentucky Office of Homeland Security on behalf of the Division of Police under the Law Enforcement Protection Program. Funds will be used to purchase police special weapons and ammunition.**p.25**

I. Authorization of a Purchase of Service Agreement (PSA) with the Farm and Garden Market Cooperative Association, Inc. (d/b/a Lexington Farmers' Market. (220-09) (Rabold)
This request will authorize a PSA with the Farm and Garden Market Cooperative Association, Inc. (d/b/a Lexington Farmers' Market) to manage the Lexington Farmers' Market in downtown Lexington. The PSA will begin April 1, 2009 through December 31 (being the sale season) and will be automatically renewed for the 2010 sales season if not terminated or renewed prior to April 1, 2010. The terms and conditions are the same in the original PSA unless superseded by a subsequent PSA. The location of the Farmers' Market has changed under this PSA.**pp.26-43**

J. Authorization of a Memorandum of Agreement (MOA) with Kentucky Economic Development Finance Authority (KEDFA) Regarding Entry into a Tax Incentive Agreement for the Phoenix Park / Courthouse TIF Project. (221-09) (Kelly)

This request will authorize a MOA with KEDFA at an estimated cost of $47,000 for certain costs and expenses incurred by KEDFA in reviewing the Phoenix Park / Courthouse TIF project by a consultant. After the review process is completed and approved by KEDFA, LFUCG will enter into a Tax Incentive Agreement with KEDFA. Funding for the review process was advanced by the developer and should be recoverable as part of the financing of the project.**pp.44-51**

K. Authorization of Amendment No. 1 to an Engineering Services Agreement with Strand Associates, Inc. Regarding the Salt Barn Site 5680 Athens Boonesboro Road Project. (209-09) (Rayan/Webb)

This request will authorize Amendment No. 1 to an Engineering Services Agreement with Strand Associates, Inc., approved by Resolution No. 438-2008, to increase amount of agreement by $15,000 for the development of the Salt Barn Site 5680 Athens Boonesboro Road Project. The Kentucky Transportation Cabinet has identified the access road from Athens-Boonesboro Road, located in the Highway I-75 control access area, will require an Encroachment Permit. The new agreement amount is $158,500. Funds are budgeted.**pp.52-54**

L. Authorization of a Deed of Acceptance of a Temporary Construction Easement at Property Located at 3487 Clays Mill Road for the Clays Mill Road Improvements Project. (210-09) (P. King/Webb)

This request will authorize a deed of acceptance in the amount of $3,000 for a temporary construction easement of 1,573.5 square feet at property located at 3487 Clays Mill Road for the Clays Mill Road Improvements Project. The project is federally funded by Surface Transportation Lexington (SLX) through the Kentucky Transportation Cabinet.**p.55**

M. Authorization of a Deed of Acceptance of a Temporary Construction Easement at Property Located at 3367 Clays Mill Road for the Clays Mill Road Improvements Project. (211-09) (P. King/Webb)

This request will authorize a deed of acceptance in the amount of $325 for a temporary construction easement of 203.1 square feet at property located at 3367 Clays Mill Road for the Clays Mill Road Improvements Project. The project is federally funded by Surface Transportation Lexington (SLX) through the Kentucky Transportation Cabinet.**p.56**

N. Authorization of a Permanent Sidewalk Easement at 462 Shawnee Avenue for the Meadows-Northland-Arlington Neighborhood Improvement Project – Phase 3C. (212-09) (P. King/Webb)

This request will authorize the acceptance of a permanent sidewalk easement at a cost of $100 for 8 square feet at property located at 462

Shawnee Avenue for the Meadows-Northland-Arlington Neighborhood Improvement Project – Phase 3C. The project is funded by Community Development Block Grant (CDBG).**p.57**

O. Authorization to Accept an Award from the Kentucky Transportation Cabinet (KYTC) on Behalf of the Department of Public Works and Development, Division of Traffic Engineering, for the Intelligent Transportation System / Congestion Management System (ITS / CMS) Traffic Improvements Project – FY2009. (216-09) (P. King/Webb)

This request will authorize the acceptance of an award of federal funds in the amount of $324,000 from KYTC on behalf of the Division of Traffic Engineering, for the ITS / CMS Traffic Improvements Project. This project combines the ITS /CMS Traffic Control and Traffic Signal Systems Upgrade Projects. Funds will be used for overtime, professional services and development, supplies, traffic signal upgrades, traffic signal controllers, traffic counters and monitors, radar data collection equipment and illuminated street signs. This project is federally funded by Surface Transportation Lexington (SLX) through the Kentucky Transportation Cabinet. A local match of 20% ($81,000) is required and is budgeted in the division's FY2009 General Fund budget. Total project is $405,000.**p.58**

P. Authorization of a Permanent Drainage Easement at 404 Shawnee Avenue for the Meadows-Northland-Arlington Neighborhood Improvement Project – Phase 3C. (217-09) (P. King/Webb)

This request will authorize the acceptance of a permanent drainage easement at a cost of $1,050 for 286.5 square feet at property located at 404 Shawnee Avenue for the Meadows-Northland-Arlington Neighborhood Improvement Project – Phase 3C. The project is funded by Community Development Block Grant (CDBG).**p.59**

URBAN COUNTY COUNCIL

WORK SESSION SUMMARY

& TABLE OF MOTIONS
March 17, 2009

Mayor Newberry chaired the meeting. All Council Members were present, except CMs Feigel, Lane, McChord, and Myers.

I. Public Comment – Issues on Agenda-None

II. Requested Rezonings / Docket Approval-None

III. Approval of Summary

A motion by CM Gorton to approve the summary of 3/10/09, seconded by CM Beard, passed without dissent.

IV. Budget Amendments-None

V. New Business

A. Authorization to Submit Application to the Kentucky League of Cities (KLC) on Behalf of the Department of Public Works and Development, Division of Traffic Engineering, under the 2009 Safety and Liability Program. (196-09) (P. King/Webb)

B. Authorization to Amend Ordinance No. 270-2008 Regarding the Schedule of Meetings for the Council for Calendar Year 2009. (204-09) (Langston)

C. Authorization to Amend 21-5 of the Code of Ordinances within the Department of Finance and Administration, Division of Human Resources. (197-09) (Allen/O'Mara)

D. Authorization to Revise the Haley Pike Mowing Lease Agreement with Baesler Family Farm. (199-09) (Marcum/O'Mara)

E. Authorization to Purchase Hybrid Radio and Foldable Video Antenna from Remotec, Inc., and Approve Remotec, Inc as Sole Source Provider on Behalf of the Department of Public Safety, Division of Police, Bomb Squad's Equipment Project. (168-09) (P. King/Bennett)

F. Authorization to Modify an Agreement with the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Police, under the 2008 State Homeland Security Grant Program. (206-09) (P. King/Bennett)

G. Authorization of a Professional Service Agreement with Sherry Guiler Sexual Assault Nurse Examiner (SANE), for Performance of Forensic Examinations. (207-09) (P. King/Bennett)

H. Authorization to Accept an Award from the Kentucky Department of Military Affairs, Division of Emergency Management, on Behalf of the Department of Public Safety, Division of Emergency Management / 911, to Continue the Chemical Stockpile Emergency Preparedness Program (CSEPP) – FY2009. (208-09) (P. King/Bennett)

I. *Authorization to Amend Section 22-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water Quality. (202-09) (Allen/Taylor)

J. Authorization of a Reclassification Resulting in an Inversion within the Department of Environmental, Quality, Division of Water Quality. (203-09) (Allen/Taylor)

K. Authorization of a Deed of Acceptance for Purchase of Property at 272 Derby Drive under the Derby Drive Storm Water Project. (205-09) (Martin/Taylor)

***EPA Consent Decree**

<u>A motion by CM Beard to approve the items A-K of new business, seconded by CM Gorton passed without dissent.</u>

VI. Continuing Business / Presentations

A. Inter Governmental Committee Update

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

B. Corridors Committee Update

This update was given by CM Blues.

C. Social Services Month Proclamation

This proclamation will be made next week per Mayor Newberry.

CMs Feigel and Lane are present.

D. Realtor®- Community Housing Foundation, Inc. Presentation

This presentation was given by Karen Mundy, President. There was a dvd shown and some comments made.

VII. Council Report

CM Crosbie-Introduced Gray Harris, a 3rd grader from Athens-Boonesborough Elementary School, who is working on a school project; he has been 'grilling' CM Crosbie and VM Gray.

CM Henson-Announced the Homeowners Association meeting for Harrodsburg Square tonight at 7:15 pm at their community center.

CM Lawless-Announced the Columbia Heights NA meeting tonight at 7 pm at Ashland Terrace.

CM Beard-A motion by CM Beard to approve the NDF list for 3/10/09, seconded by CM Gorton, passed without dissent.

CM Blues-Announced several neighborhood association meetings: tonight Masterson Station at 7 pm at the clubhouse; on 3/18, Western Suburb board will meet at 4 pm with the consultants from Streetscape, DDA, and Public Works at the DDA conference room in the Phoenix Building; on 3/19 there are 3 meetings: Speigle Heights at 7 pm at Antioch Baptist Church, Melrose-Oakpark at 7 pm at Thompson Rd. Baptist Church, and Bracktown at 6:30 pm at Bracktown Baptist Church; on 3/23 at 7 pm, both Oakwood, at their community center and Marlboro-Radcliffe, at their park; and on 3/25 at 6:30 pm there will be a2nd District Presidents' meeting at the Northside Library.

CM Gorton-Announced that the Storm Water Fee Task Force will meet on 3/19 at 9 am in the Council Chambers; the Planning Committee will report out next week but they wanted to advise everyone that there will be 2 extra meetings added to the calendar- one will address the zoning ordinance text amendment and the other will address the 2040 vision, Parks Master Plan, and Blue Horse Branding.

CM James-Thanked CM Gorton for attending the East End Small Area Plan meeting; announced 3 neighborhood association meetings: Meadows-Loudon at 7 pm tonight at their usual location, Smithtown at Consolidated Baptist Church at 7 pm, and on 3/19 at 6:30 pm William Wells Brown will meet at the Phyllis Wheatley Center on Chestnut St.; thanked those who put together the recent Council Retreat; also asked VM Gray how to proceed with the proposed restructuring of the meetings and charter review. VM Gray stated that there was good information received on last week and that he will think about putting a working group together for this.

VIII. Mayor's Report-None

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

Lewis Cobb, citizen, spoke.

X. Closed Session

A motion by CM Stinnett to go into closed session pursuant to KRS 61.810 (1)(c) for discussion of proposed litigation against Lexington-Fayette Urban County Government, seconded by CM Gorton, passed without dissent.

A motion by CM Blues to go back into open session, seconded by CM Gorton, passed without dissent.

A motion by CM Beard to adjourn work session, seconded by CM Gorton, passed without dissent.

Work Session adjourned at 4:26 pm.

BUDGET AMENDMENT REQUEST LIST

JOURNAL	31627-28	**DIVISION**	Parks and Recreation	**Fund Name**	General Fund
				Fund Impact	539.13 539.13CR .00

To recognize revenue received for event set up for Race for the Cure.

JOURNAL	31632	**DIVISION**	Traffic Engineering	**Fund Name**	General Fund
				Fund Impact	1,050.00 1,050.00CR .00

To provide for a replacement computer at the recommendation of Computer Services by decreasing operating funds.

JOURNAL	31633	**DIVISION**	Budgeting	**Fund Name**	General Fund
				Fund Impact	25,000.00 25,000.00CR .00

To provide funds for contract employee by decreasing funds for personnel that are not needed.

JOURNAL	31390	**DIVISION**	Traffic Engineering	**Fund Name**	Miscellaneous Revenue Fund
				Fund Impact	8,520.00 8,520.00CR .00

To provide for purchase of material and equipment for the maintenance and operating of electronic traffic control devices on state highways in Fayette County. Also to cover overexpenditures in repairs and maintenance.

JOURNAL	31640	**DIVISION**	Community Development	**Fund Name**	US Dept of Justice
				Fund Impact	12,200.00 12,200.00CR .00

To provide for purchase of surveillance equipment under the Justice Assistance Grant instead of a copier.

JOURNAL	31625	**DIVISION**	Community Development	**Fund Name**	US Dept of Transp.
				Fund Impact	2,799.87 2,799.87CR .00

To reduce minor equipment in order to provide for increase in capital traffic signal equipment for Traffic Control.

JOURNAL	31623	**DIVISION**	Community Development	**Fund Name**	Grants – State
				Fund Impact	9,464.55
					9,464.55CR
					.00

To budget additional funds for expended personnel costs for KY Pride 2008.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District Fund	.00
Fund	1141	Miscellaneous Revenue Fund	.00
Fund	3140	US Department of Justice	.00
Fund	3160	US Department of Transportation	.00
Fund	3400	Grants – State	.00

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 31640

Requesting Division Community Development

Fund Name US Department of Justice

Fund Number 3140

Contact for Additional Information Irene Gooding--3079

Description

Budget Amendment increases funds in account # 75801 (Equipment Under $5,000) in the amount of $7,766 and increases funds in account # 96468 (Equipment) in the amount of $12,000 for the purchase of surveillance equipment for use by the Division of Police primarily for Vice and Narcotics Investigations. Funds are decreased in account # 96401 (Furniture) in the amount of $19,966. These funds were for the purchase of a copier. It has been determined that there is not need for an additional copier.

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 2072

Requesting Division Community Development

Fund Name US Department of Transportation

Fund Number 3160

Contact for Additional Information Irene Gooding--3079

Description

Budget Amendment decreases Account # 75801 (Equipment under $5000) by $2,799.87 for the purpose of increasing Account # 91611 (Traffic Signal Equipment) by $2,799.87 in order to purchase capital traffic signal equipment for completion of project.

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 31623

Requesting Division Community Development

Fund Name Grants – State

Fund Number 3400

Contact for Additional Information Irene Gooding--3079

Description

Budget Amendment decreases Professional Services (Account #71201) in the amount of $5,201.48 for the purpose of increasing personnel accounts so that personnel budget will match the actual expenditures for this project which is now closed out. Budget Amendment corrects the following personnel accounts: Civil Service Salaries (63111) increased in the amount of $3,760.02; Longevity (63411) increased in the amount of $929.29; Pension Contributions (63511) increased in the amount of $2,997.72; Life Insurance (63611) decreased in the amount of $4,263.07; Life/Health/Dental/Vision (63615) increased in the amount of $1,597.07; FICA (63621) increased in the amount of $166.63; and Unemployment Insurance (63622) increased in the amount of $13.82.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

March 24, 2009 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		
216-09	BA 2084	Community Development	To establish grant budget for ITS/CMS Traffic Improvements Project.		
O				3160	405,000
				3160	405,000
					0*
216-09	BA 2086	Community Development	To move budgeted match for the Traffic Signal Installation Project into same section with the ITS/CMS Traffic Improvements Project.		
O				1101	33,500
				1101	33,500
					0*

EFFECT ON FUND BALANCES

FUND 1101	**0***	**NO EFFECT ON:**	**GENERAL SERVICE DISTRICT – GENERAL FUND**
FUND 3160	**0***	**NO EFFECT ON:**	**US DEPARTMENT OF TRANSPORTATION**

Budget Information For New Business Items

March 17, 2009 Work Session

Item	Number	Amount	Fund	Name / Description
A	213-09	9,625	4003	Sanitary Sewer Construction Fund
B	218-09	NA		
C	219-09	NA		
D	214-09	(4,500)	1101	General Service District Fund
E	223-09	NA		
F	224-09	NA		
G	215-09	NA		
H	222-09	NA		
I	220-09	NA		
J	221-09	NA		
K	209-09	15,000	2517	2008 Bond Projects Fund
L	210-09	3,000	3160	US Department of Transportation
M	211-09	325	3160	US Department of Transportation
N	212-09	100	3120	US Department of Housing and Urban Dev.
O	216-09	405,000 81,000	3160 1101	US Department of Transportation General Service District Fund Budget Journal
P	217-09	1,050	3120	US Department of Housing and Urban Dev.

RECEIVED MAR 10 2009

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

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Mary Bennett MDB
Engineering Technician

Date: March 6, 2009

Re: Resolution Authorizing Acceptance of Deed
Project No. 348 – North Elkhorn Force Main

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of permanent sanitary sewer easement and temporary construction easement for the North Elkhorn Force Main project. The deed will be from MERV Properties, LLC at a cost of $9,625.00 for the acquisition of 1,219.7 square feet of permanent sanitary sewer easement and 17,746.4 square feet of temporary construction easement from the property located at 1211 Manchester Street.

The acquisition of the permanent sanitary sewer and temporary construction easements from the property owner is required due to a revision of the plans.

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

Approved by:

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

Cheryl Taylor, Commissioner
Department of Environmental Quality

Attachments

c: Rick Day P.E. Julie Mantrom Cassie Felty James Wray Keith Horn Yvonne Stone File

09.P348.406.blue1211manchester

Mayor Jim Newberry
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
Commisioner's Office
Department of Environmental Quality

TO: Jim Newberry, Mayor
Urban County Council

FROM: Cheryl Taylor, Commissioner
Department of Environmental Quality

DATE: March 12, 2009

RE: Request for Authorization of Agreement between Commonwealth of Kentucky, Energy and Environmental Cabinet, and Lexington-Fayette Urban County Government for Waste Tire Amnesty.

The Commonwealth of Kentucky, Energy and Environmental Cabinet, will assist Lexington-Fayette Urban County Government with the Tire Amnesty Program. The tire amnesty program allows Fayette County residents to dispose of waste tires at the Old Frankfort Pike landfill training pad. The program will include public education, and coordination with local agencies such as the Health Dept., Farm Bureau, and Fayette County Extension Office. The program will also include transportation and disposal of waste tires generated by Fayette County residents.

The Energy and Environmental Cabinet will reimburse Lexington-Fayette Urban County Government for the cost of tire disposal and weighing services. The reimbursement shall not exceed $100,000 and must be used by July 31, 2009.

For question about the Tire Amnesty Program please contact Tom Webb.

219-09

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Environmental Policy
Department of Environmental Quality

MEMORANDUM

TO: **Mayor Jim Newberry**

Urban County Council

FROM: **Tom Webb, Environmental Initiatives Program Manager Sr.** TKW
Division of Environmental Policy

THROUGH: **Susan Bush, Director** Susan Bush
Division of Environmental Policy

DATE: **March 13, 2009**

RE: **WasteBuster Program**

The Division of Environmental Policy is working with Bluegrass PRIDE to facilitate LFUCG entry into the WasteBuster recycling program. As you are aware, the LFUCG sponsors the WasteBuster program and we have many locations that recycle but we have not yet formally joined this program. Joining this program will help demonstrate our commitment to sustainability and hopefully encourage other organizations within the community to join this successful program.

Joining the WasteBuster program is relatively straightforward. All it requires is that we sign the attached Commitment Card and pledge to recycle the materials we identify on the card. We can also commit to educating/training our employees on recycling, participating in the WasteBuster program for a year, and encouraging the community to recycle. In our case we are already educating/training our employees on recycling and encouraging the community to recycle and we anticipate we will be participating in the WasteBuster program for at least a year, so we are recommending that we commit to all of these actions.

Attached you will find the WasteBuster Commitment Card for your review and signature.

In regards to how we plan to carry out our WasteBuster commitments, we would of course continue with our current recycling efforts. To make this commitment more meaningful, we will also improve upon our existing recycling efforts through the following actions with your concurrence (demonstrated by signing the attached WasteBuster commitment card).

200 East Main Street, Suite 936 Lexington, KY 40507 Ph: 859-425-2800 Fax: 859-425-2255 www.lfucg.com

COMMITMENT CARD

Lexington-Fayette Urban County Government will:

- ☐ Recycle the following materials:
  - ☐ Paper (including office paper, phone books, newspaper)
  - ☐ Cardboard
  - ☐ Plastics
  - ☐ Aluminum and steel cans
  - ☐ Other: batteries, escrap, used oil, oil filters, light bulbs, scrap metal and mercury thermostats
  - ☐ Encourage/train my employees to recycle.
  - ☐ Participate in the WasteBuster program for at least a year.
  - ☐ Encourage others in the community to recycle.

Jim Newberry, Mayor Jim Newberry

Urban County Council

Business Address: 200 East Main Street, Lexington, KY 40507 Date: 3/02/09 Website: www.lexingtonky.gov

The WasteBuster program is sponsored by LFUCG and managed by Bluegrass PRIDE.

219-09

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

To: Mayor Jim Newberry
Urban County Council

From: Kimra Cole
Commissioner of General Services

Date: March 9, 2009

Re: Office Space Lease for Lexington & Fayette County Parking Authority

As part of the Purchase of Service Agreement (PSA) between the Lexington-Fayette Urban County Government (LFUCG) and the Lexington and Fayette County Parking Authority (LFCPA), dated January 24, 2008, LFUCG agrees to furnish office space at a government owned/leased building (Phoenix Building) in the downtown core. In addition, LFUCG agrees to furnish two (2) parking spaces, at no additional cost, in any LFUCG owned parking garage (Phoenix Garage), to the LFCPA.

The initial term of the lease is for a period of 12 months, beginning July 1, 2008, and ending June 30, 2009, and shall renew automatically thereafter for additional periods of one (1) year unless either party elects not to renew the lease. The LFCPA will pay LFUCG $375.00 monthly or $4,500.00 yearly for the initial lease term, and any subsequent lease extensions. Either party may elect not to renew the lease by giving notice to the other party at lease ninety (90) days prior to the end of the then current term.

Please contact me, or Keith Horn, in the Department of Law, should you have any questions related to this agreement.

223-09

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

MEMORANDUM

RECEIVED
MAR 17, 2009
GENERAL SERVICES
COMMISSIONER'S OFFICE

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

FROM: Jerry Hancock

RE: Facility Usage Contract

DATE: March 16, 2009

This is a request for Council approval of a Rental Agreement between the Fayette County Public Schools and The Lexington Fayette Urban County Government.

This Facility Usage Contract is for use of Sandersville Elementary School Gym on Tuesdays March 11, 2009 through April 26, 2009 at no cost to the Lexington Fayette Urban County Government.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

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

MEMORANDUM

RECEIVED
MAR 17 09
GENERAL SERVICES
COMMISSIONER'S OFFICE

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

FROM: Jerry Hancock

RE: Facility Usage Contract

DATE: March 16, 2009

This is a request for Council approval of a Rental Agreement between the Fayette County Public Schools and The Lexington Fayette Urban County Government.

This Facility Usage Contract is for use of Cardinal Valley Elementary Gym on Fridays, February 27, 2009 through April 24, 2009 at no cost to the Lexington Fayette Urban County Government.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

215-09 24

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of Public Safety

Division of Emergency Management/911

MEMORANDUM

TO: Jim Newberry, Mayor
Lexington Fayette Urban County Council

PLD

FROM: Patricia L. Dugger, Director

RE: Designation of Applicant Agent

DATE: March 12, 2009

This is a request authorizing the Mayor to designate William O'Mara, Acting Commissioner of Finance and Administration, as the Applicant Agent for the Lexington Fayette Urban County Government.

The Urban County Government is required to designate an Applicant's Agent that has the authority to execute for and in behalf of the Lexington Fayette Urban County Government for the purposes of obtaining Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

If you have any questions or need further information, please contact me at 258-3784.

Attachments

xc: Tim Bennett, Commissioner of Public Safety
Emergency Management File

222-09

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: MARCH 17, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO KENTUCKY OFFICE OF HOMELAND SECURITY FOR FUNDING UNDER THE LAW ENFORCEMENT PROTECTION PROGRAM FOR PURCHASE OF WEAPONS– FY 2009

The Division of Police has prepared a grant application for submission to the Kentucky Office of Homeland Security requesting funds in the amount of $72,277 from the Law Enforcement Protection Program. If approved, these funds will be used for the purchase of police service weapons and ammunition.

The Law Enforcement Protection Program is a fund established by Kentucky Revised Statutes 16.220 to assist local government police departments and county sheriffs with body armor and other equipment needs. This program is a joint collaboration between the Kentucky Office of Homeland Security and the Kentucky State Police.

Council authorization to submit the application is hereby requested.

Paula King, Director

Xc: Tim Bennett, Commissioner of Public Safety

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

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

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

DATE: MARCH 17, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE FARM AND GARDEN MARKET COOPERATIVE ASSOCIATION, INC., DBA LEXINGTON FARMERS' MARKET

The attached resolution authorizes and directs the Mayor, on behalf of the Urban County Government, to execute a purchase of service agreement (PSA) with Farm and Garden Market Cooperative Association, INC., dba Lexington Farmers' Market for the management of the Lexington Farmers' Market in Downtown Lexington. Please note there is a change in location from the last PSA with the Lexington Farmers' market. The new location description is included within the PSA.

The PSA is attached for your information. In addition, the Bylaws of the Organization and a map of the Lexington Farmers' Market location for the 2009 season are attached for your reference.

Council authorization to execute the PSA is requested.

220-09

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _______ day of _____________, 2009, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter Government) and FARM AND GARDEN MARKET COOPERATIVE ASSOCIATION, INC., DBA LEXINGTON FARMERS' MARKET, a Kentucky corporation (hereinafter Organization) with a mailing address of P. O. Box 553, Lexington, Kentucky 40588-0553.

WITNESSETH:

WHEREAS, the Government recognizes the need to promote marketing of Kentucky products in order to support agricultural businesses within the Commonwealth; and

WHEREAS, the Government is willing to permit the use of public right-of-way to operate a farmers' market for the sale of agricultural products and other related items.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby contracts with Organization for the period beginning on April 1, 2009, (the period of April 1 through December 31 being the

Sale Season) unless within that period Government gives Organization thirty (30) days written notice of termination of this Agreement or Organization gives Government thirty (30) days written notice of termination, in which case this Agreement shall terminate thirty (30) days from the date of notice. If this agreement has not been renewed or terminated prior to April 1, 2010, this Agreement shall automatically renew for the 2010 Sale Season and continue on a month-to-month basis on the same terms and conditions as this original Agreement unless superseded by a subsequent Purchase of Service Agreement.

2. The Organization agrees to provide the following services:

A. Manage and administer a farmers' market to be located within the public right-of-way at a location designated by agreement of the parties in order to provide marketing opportunities for Kentucky farmers and producers (hereinafter "the Farmers' Market"), including the issuance of seasonal permits to use the Farmers' Market which shall vest in the permittee the privilege of entering on the premises and making use of the facilities for a period of one Sale Season as well as short-term temporary permits, subject to space requirements as determined by Organization in accordance with its policies as set forth in Exhibit A (Bylaws of Organization and 2009 Producer Membership Agreement.)

B. Administer the Farmer's Market in such a way as to provide opportunity for the greatest number of farmers/producers as possible, open and available to all qualified participants, as defined by Organization's membership rules as set forth in Exhibit A and by others directly associated with the promotion of Kentucky products, Kentucky producers, or the health benefits of Kentucky agricultural products, without regard to participation in any other farmers' market, with any participants other than those defined as qualified participants to be restricted to no more than five (5) on any market day;

C. In the course of administration of the Farmer's Market, assure that all products are being sold or offered for sale only by Kentucky qualified participants or by members of their immediate family or by their representatives or agents;

D. Assure that any purchased products offered for resale were either purchased from another grower, from an auction house within Kentucky offering products for sale from other growers, or from a wholesale terminal market operating under the U.S. Department of Agricultural, and that each such product offered for sale is labeled to state the source of the produce and the state of origin of produce grown out of state;

E. Submit monthly reports May through December by the fifteenth (15^{th}) of each month to the Director of Economic Development. Each report shall contain a summary of number of participants, fees received, and any other relevant activities regarding the income and management of the Farmers' Market for the preceding month;

F. Submit an annual report each year to the Mayor and Urban County Council, which report shall contain a summary of its activities with respect to the Farmers' Market for the preceding year, including but not limited to participation, revenues, marketing efforts, and administration.

G. File all federal, state and local tax returns which are required by the respective governmental units and to submit copies of same to Government.

H. Adhere to and comply with any and all federal, state and local safety and environmental laws, regulations and ordinances, especially all requirements of the Lexington-Fayette County Board of Health, and with all safety and loss control rules, regulations and policies of the Lexington-Fayette Urban County Government, Division of Risk Management, and permit the Division of Risk Management to review, audit, and inspect any and all of its records and operations to ensure compliance with the provisions of this Agreement.

3. In consideration for the Organization providing the services described in paragraph 2 above, the Government shall:

A. Authorize Organization to impose and collect a fee for each permit issued for participation in the Farmers' Market and to retain such fees;

B. Grant to Organization exclusive right to manage, administer, and regulate the use of a designated portion of the public right-of-way, including posting reasonable signs within the right-of-way to publicize the Farmers' Market. The location of the Farmer's Market shall initially be the right-of-way of Cheapside including Cheapside Park and the right-of-way of West Short Street from North Mill Street to North Upper Street. Additionally included is the right-of-way of Market Street from West Short Street to Church Street and the sidewalk and parking spaces on the west side of North Upper Street from Short Street to Main Street as shown on the attached Exhibit B. Said location shall be subject to change as determined by reasonable agreement of the parties. Organization shall have exclusive use of the designated area for the Farmers' Market from 5:00 a.m. to 3:00 p.m. each Saturday during the Sale Season, with the exception of Saturday, June 27, 2009, when a special event is scheduled.

C. Provide refuse pickup services for refuse produced in the course of the operation of the Farmers' Market.

D. Provide access to electrical service during the operation of the Farmers' Market.

E. Provide all appropriate enforcement actions to ensure compliance with restrictive parking provisions, such as the bagging of meters to prohibit parking, along the right-of-way during the operation of the Farmers' Market, including the citation and towing of illegally parked vehicles.

4. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these

authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

5. All personal property of the Lexington Farmers' Market, its agents, employees, visitors, licensees, contractors or suppliers, in and on said Premises, shall be and remain at their sole risk, and Government shall not be liable to them for any damage to, or loss of, such personal property arising from theft or from any act of negligence of any other persons, or resulting from fire, explosion, falling plaster, rain or snow, or from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures or from electrical wires or fixtures, or from any other cause whatsoever. Government shall not be liable to Lexington Farmers' Market for the interruption of Lexington Farmers' Market business or activities in any way, by reason of fire or other casualty, regardless of fault.

6. The Lexington Farmers' Market shall indemnify, defend and save the Government, its agents, volunteers, employees, and elected or appointed officials harmless from any and all claims, demands, damages, actions, costs and charges to which the Government may be subject or which the Government may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with, the character, condition, or use of the premises or any means of ingress thereto or egress therefrom covered by the Agreement unless such injury or loss arises solely from the negligence of the Government. The Lexington Farmers' Market shall at its own

expense, assume the defense of such claims and actions for those damages arising out of such injuries or losses which may be brought against the Government by third parties and shall pay any such judgments that may be rendered in any such actions.

All insurance policies shall be broad form in nature and shall be written through a company with an A. M. Best Rating of "A-" or better, admitted to do business in Kentucky, and the contract should be non-cancelable without at least thirty (30) days advance written notice by registered mail to the Government from the insurance company.

7. Organization shall operate the farmers' market in compliance with the Rules and Regulations attached hereto as Exhibit A.

8. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment and shall cause each of its sub-contractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

9. Organization shall maintain the adopted written sexual harassment policy, which contains a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for confidential investigation of all complaints. The policy shall be made available to all employees and clients and shall be posted at Organization's primary place of business. The policy shall

be submitted to the Director of Economic Development for review within thirty (30) days of the execution of this Agreement.

10. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY:____________________________
MAYOR JIM NEWBERRY

ATTEST:

____
Clerk of the Urban County Council

LEXINGTON FARMERS' MARKET

BY:____________________________

ITS:____________________________

ATTEST:

____

REB/CO/07-CC0862/00135971

BYLAWS
OF
FARM AND GARDEN MARKET COOPERATIVE ASSOCIATION, INC.

ARTICLE I

Name

The Association shall do business as the Lexington Farmers' Market.

ARTICLE II

Purpose

The purpose of the Association shall be to stimulate production and improve distribution of agricultural products in the Commonwealth of Kentucky and to promote the sales of agricultural products, and to combine resources to further, protect, and promote the market for the economic good of all members.

ARTICLE III

Membership

3.1 Eligibility

Any person, including both landlords and tenants in share tenancies, and who is a bona fide producer of agricultural products may become a member of this Association upon approval by the Board of Directors of the Association, meeting the conditions that are prescribed by the Board of Directors and signing a membership agreement.

3.2 Fees

The Association has the authority to collect from its members annual membership dues for purposes of financing its activities. Annual membership dues and gate fees will be set annually by the Board of Directors. The annual membership dues will be collected from each member by January 1 of the current market year. Gate fees will be collected as prescribed in the membership agreement.

3.3 Producer Members

A producer member may manufacture value added products from the agricultural products that the member produces. At least 60% of the products sold annually by the producer member through the Association shall be agricultural products produced by the member or value added products produced from such agricultural products. Crop and livestock failure shall be taken into consideration.

3.4 Associates

An associate is a producer of agricultural products who does not qualify to be a producer member or is a non-producer. An associate may receive most mailings and attend all meetings concerning marketing and promotional matters. An associate may serve on committees and volunteer. An associate shall sign and comply with the associate agreement of the Association.

3.5 Voting Rights

Only producer members of the Association shall have voting rights. The voting rights of producer members shall be equal. Each producer member shall have one vote and shall be entitled to take part in and vote at any regular or special meeting of members. Associates are entitled to receive most mailings, literature and periodicals of the Association but have no voting rights.

3.6 Cancellation or Refusal of Membership

The Board of Directors may at any time by the vote of a majority of its members, cancel the membership of any member or refuse membership to any person or organization, when the welfare of the Association, in its judgment, justifies such action. Failure to pay annual dues or gate fees shall automatically result in cancellation of membership. Any member may withdraw by written notice to the secretary. A member upon withdrawal shall not be entitled to any share or part of the assets or property of the Association, or to have any dues rebated.

ARTICLE IV

Meetings of Members

4.1 Annual Meetings

The annual meeting of the members of the Association shall be held annually within ninety (90) days following the close of the fiscal year. The annual meeting shall be held at a place and time designated by the Board of Directors.

4.2 Special Meetings

Special meetings of the members of the Association may be called at any time by the Board of Directors and shall be called at any time upon written request of at least 20% of the producer members filed with the Association's Secretary and specifying the business that is to be conducted at that meeting. No business shall be transacted at special meetings other than that referred to in the written request.

4.3 Notice of Meetings

Written notice of every regular and special meeting of members shall be prepared and mailed to the last known post office address of each member no less than ten (10) days before such meeting. Such notice shall state the business to be transacted and the time and place of meeting. No business shall be transacted at special meetings other than referred to in the call.

4.4 Quorums

Twenty (20%) percent of the producer membership shall constitute a quorum for any properly called annual or special membership meeting. Voting by proxy will not be permitted.

ARTICLE V

Directors and Officers

5.1 Number and Qualifications

The Association shall have a Board of Directors of eleven (11) voting members. To be eligible to serve as a director, a person must be a producer member of the Association in good standing as set forth in Article III, Section 3.1, Eligibility. No person after having served three consecutive full terms as director shall be eligible to succeed himself or herself, but after a lapse of one year such person shall again be eligible to serve as director.

The Association shall have advisors to the Board of Directors appointed by the Board of Directors.

5.2 Election of Directors

There will be eleven (11) Board of Directors elected by the producer members at the annual meeting of members. At the initial election of directors, Board members will be elected to staggered terms. Four (4) Directors will be elected for a three (3) year term. Four (4) Directors will be elected for a two (2) year term. Three (3) Directors will be elected for a one (1) year term. All directors shall be elected by written ballot, and the nominees receiving the greatest number of votes shall be elected. Terms will be drawn for by lot. After the initial election, all directors will serve three (3) year terms.

5.3 Board Vacancies

Whenever a vacancy occurs in the Board of Directors, other than from the expiration of a term of office, the remaining directors shall by majority vote fill the vacancy until the next annual meeting of members.

220-09

5.4 Board Meetings

In addition to the meetings mentioned above, regular meetings of the Board of Directors shall be monthly or at such times and at such places as the Board may determine. A quorum of directors must be present to conduct business. Six (6) directors shall constitute a quorum.

5.5 Special Meetings

A special meeting of the Board of Directors shall be held whenever called by the President or by a majority of the directors. The President may call a special board meeting at any regularly scheduled board meeting, or via telephone, letter, electronic mail, or facsimile. Each call for a special meeting by the Board of Directors shall be in writing (letter, facsimile or electronic mail), signed by the person or persons making the same, addressed and delivered to the Secretary and shall state the time and place of such meeting. On the signing of a waiver of notice of a meeting by all directors, a meeting of the Board of Directors may be held at any time.

5.6 Board Supervision

The Board of Directors shall have general supervision and control of the business and the affairs of the Association and shall make all rules and regulations consistent with law or with these bylaws for the management of the business and the guidance of the affairs of the Association.

5.7 Removal of Directors

Whenever any director fails to meet the qualifications described in Section 5.1 of this Article or fails to attend three (3) consecutive board meetings, either regular or special, without just cause and provided that notice of such meeting has been given in accordance with these bylaws, then the Board of Directors shall remove said director and fill the vacancy in according with Section 5.3 of this Article. Board members may also be removed in accordance to KRS Chapter 272.460(1).

5.8 Reimbursement and Compensation

The Association may reimburse directors for all reasonable expenses incurred to carry out their duties and responsibilities as determined by the board.

No director, producer member, associate, or member of the immediate family of a director, producer member or associate shall occupy any position in the Association on regular salary.

ARTICLE VI

Duties of the Directors

6.1 Management of the Business.

The Board of Directors shall have general supervision and control of the business and the affairs of the Association and shall make all rules and regulations not inconsistent with law, the article of incorporation and bylaws for the management of the business and the guidance of the members, officers, employees and agents of the Association. The Board of Directors shall have the power to enter into contracts with organizations to secure management and operational services.

6.2 Depository

The Board of Directors shall have the power to select one or more banks to act as depositories of the funds of the Association and to determine the manner of receiving, depositing, and disbursing the funds of the Association and the form of checks and the person or persons by whom they shall be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will.

6.3 Bonds and Insurance

The Board of Directors may require any member to maintain any policy or policies of insurance as the Board of Directors in its discretion deems to be necessary to further the purposes of the Association. Further, the Board of Directors may maintain insurance to protect itself and each person, association, corporation, partnership or other entity, which is or was a director or officer of the Association.

6.4 Accounting System and Audits

The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the Board of Directors and committees of the Board of Directors. All books and records of the Association may be inspected by any director, or his or her agent or attorney, for any purpose at any reasonable time.

An audit, review or compilation of the accounts of the Association shall be made annually after the end of each fiscal year by a certified public accountant. The accountant is required to furnish a completed report to the Board of Directors no later than four (4) months after the end of the Association's fiscal year. Such report shall be made available to the members.

6.5 Committees

The Board of Directors may at its discretion establish and disband committees as it deems appropriate and may at its discretion appoint and remove members of committees as it deems appropriate.

ARTICLE VII

Duties of the Officers

7.1 Designation of Officers

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer. No officer may serve more than three (3) consecutive one (1) year terms. However, after any officer has not held that office for one (1) full year, he or she may be re-elected to that office.

Officers shall be elected from the directors at the first Board of Directors meeting following the annual meeting.

7.2 President's Duties

The President shall (1) preside over all meetings of the Association and the Board of Directors, (2) call special meetings of the Board of Directors, (3) perform all acts and duties usually performed by an executive and presiding officer, and (4) sign all membership cards and such other papers of the Association as he or she may be authorized or directed to sign, including without limitation, all checks, contracts and other instruments in writing on behalf of the Association. The President shall perform such other duties as may be prescribed by the Board of Directors.

7.3 Duties of the Vice-President

In the absence or disability of the President, the Vice-President shall perform the duties of the President. The Vice-President will act as ex-officio member of all committees.

7.4 Duties of the Secretary

The Secretary shall keep a complete record of all meetings of the Association and of the Board of Directors and shall have general charge and supervision of the books and records of the Association. He or she shall sign all papers pertaining to the Association as he or she may be authorized or directed to sign by the Board of Directors. He or she shall serve all notices required by law and by these bylaws and shall make a full report to the members of all matters and business pertaining to the office at the annual meeting. He or she shall keep complete membership records. He or she shall make all reports required by the Association or the Board of Directors. Upon the election of a successor, the Secretary shall turn over to the successor all books and other property belonging to the Association that are in his or her possession.

7.5 Duties of the Treasurer

The Treasurer shall perform duties with respect to the finances of the Association as may be prescribed by the Board of Directors.

ARTICLE VIII

Capital Stock

The Association shall operate as a non-stock cooperative.

ARTICLE IX

Operation at Cost and Members' Capital

9.1 Operation at Cost

The Association shall at all times be operated on a cooperative service-at-cost basis for the mutual benefit of its producer members.

9.2 Margin Allocation

In order to induce patronage and to assure that the Association will operate on a service-at-cost basis in all its transactions with its members, the Association is obligated to account on a patronage basis to all producer members on an annual basis for all amounts received from business conducted with producer members on a patronage basis, over and above the cost of providing such services and making reasonable provisions for reserves. The allocation of such amounts shall be based on the dollar value of business done with the Association by the producer members.

9.3 Dividends

No dividends shall be paid on any capital.

9.4 Records and Documentation

The books and records of the Association shall be set up and kept in such a manner that at the end of each fiscal year, the amount of capital, if any, so furnished by each producer member is clearly reflected and credited in an appropriate record to the capital account of such producer member.

The Association shall, within 8-1/2 months after the close of each fiscal year, notify each producer member of the capital so credited to the producer member's account. The notice shall be in the form of a written notice of allocation or other appropriate written document. The board shall have discretion to issue such notices and certificates in either "qualified" or "non-qualified" form as permitted by the Internal Revenue Code and other applicable law.

9.5 Fiscal Year

The fiscal year of the Association shall commence on the first day of January and end on the last day of December.

ARTICLE X

Dissolution

Upon the dissolution of the Association, after all debts and liabilities have been paid and all capital accounts have been paid, the remaining property and assets of the Association shall be distributed among the producer members who are active and in good standing at the time of dissolution in the proportion which the aggregate fees paid by each such producer member in the preceding 12 months bears to the total fees paid by of all such producer members in the preceding 12 months insofar as practicable, unless otherwise provided by law.

ARTICLE XI

Amendments

These Bylaws may be amended, changed or altered at any time by an affirmative two-thirds (2/3) majority vote of the Board of Directors present and voting at any regular or special meeting of the Board of Directors duly called and held.

ARTICLE XII

Indemnification

The Association shall indemnify its officers, directors, employees and agents to the fullest extent possible under the laws of the Commonwealth of Kentucky, as they may be amended from time to time.

220-09

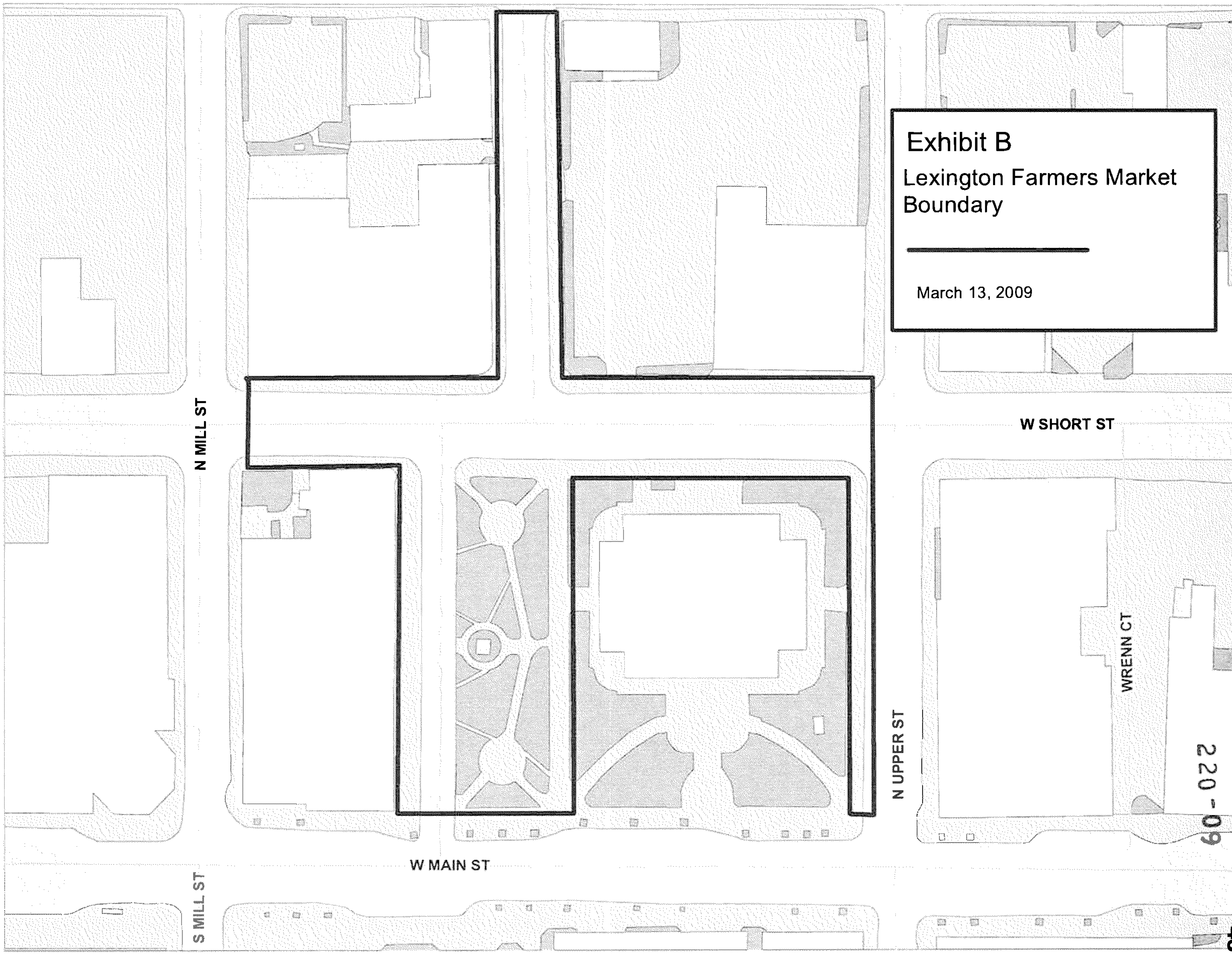
Exhibit B
Lexington Farmers Market
Boundary
March 13, 2009
W SHORT ST
N MILL ST
W MAIN ST
S MILL ST
N UPPER ST
WRENN CT

221-09

Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Jim Newberry
Mayor

MEMORANDUM

TO: Jim Newberry, Mayor
Urban County Council Members

FROM: Joseph Kelly
Senior Advisor for Management

RE: Phoenix Park/Courthouse TIF Project

This is a request for Council approval of a Memorandum of Agreement Regarding Entry into a Tax Incentive Agreement between the Lexington-Fayette Urban County Government ("LFUCG") and the Kentucky Economic Development Finance Authority ("KEDFA"), for the Phoenix Park/Courthouse TIF Project (the "MOA") is attached for consideration and approval by the Urban County Council.

As part of the MOA, LFUCG, as the applicant, is required to pay KEDFA for certain costs or expenses that it will incur in reviewing the Project, which are estimated to be $47,000.00. This amount has been advanced by the developer, and should be recoverable as part of the financing of the Project.

It is anticipated that the consultant hired to perform the above review will take approximately 8 weeks to produce its final report. If KEDFA finds the Project to be in order, the next step with respect to the TIF portion of the Project will be for the LFUCG to enter into a binding Tax Incentive Agreement with KEDFA for the Project.

Please contact me should you have any questions pertaining to the MOA.

CABINET FOR ECONOMIC DEVELOPMENT

Steven L. Beshear
Governor

Old Capitol Annex
300 West Broadway
Frankfort, Kentucky 40601
ThinkKentucky.com

Larry M. Hayes
Interim Secretary

March 11, 2009

Joe Kelly, Senior Advisor
Office of the Mayor
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: Phoenix Park/Courthouse TIF Consultant's Report

Dear Mr. Kelly,

The Cabinet for Economic Development is ready to engage the services of our consultant as required by KRS 154.30-030 to review the Signature Tax Increment Financing Project and Application for the Lexington Phoenix Park/Courthouse. Before we can engage the consultant, we will need for Lexington Fayette Urban County Government to execute the enclosed Memorandum of Agreement and remit payment with the enclosed invoice. The payment will be held in escrow pending the consultant reaching performance milestones.

The consultant has estimated that the costs associated with this report would be $47,000. The costs would include the trip for the market reconnaissance and one final presentation to the Board. The estimate would include all project expenses. The performance milestones and payment schedule would be as follows:

- $15,000 at the completion of the market / methodology element;
- $20,000 additional at the presentation of the first draft; and
- $12,000 at the final project completion.

The estimated time schedule for completion of the report is 8 weeks from the time we receive the payment and proper signatures. Please let me know if I can be of further assistance.

Sincerely,

Brad Thomas

Brad Thomas, Assistant Director
Program Servicing Division

MEMORANDUM OF AGREEMENT
REGARDING ENTRY INTO TAX INCENTIVE AGREEMENT

This Memorandum of Agreement (the "Memorandum of Agreement") is made by and between the KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY ("KEDFA"), a public body, corporate and politic, created under Chapter 154 of the Kentucky Revised Statutes and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), an urban county government of the Commonwealth of Kentucky organized pursuant to Chapter 67A of the Kentucky Revised Statutes, and a local government entity applicant for state participation in tax increment financing pursuant to KRS 154.30-030.

WITNESSETH:

1. Preliminary Statement. Among the facts and circumstances which have resulted in the execution of this Memorandum of Agreement by and between the parties are the following:

A. LFUCG has established a development area pursuant to KRS 65.7049 and submitted an application seeking state participation in a Signature Tax Increment Financing Project pursuant to KRS 154.30-050; and

B. KEDFA has authority to pledge up to eighty percent (80%) of state tax revenues attributable to an eligible tax increment financing project after consideration of an application and other materials pursuant to Kentucky Revised Statutes Chapter 154, Subchapter 30 (the "Act"); and

C. The Lexington-Fayette Urban County Government (LFUCG) has filed an application (the "Application") seeking state participation in tax increment financing of the development area in which they propose to build a 14.25 acre Signature Project, including infrastructure, renovation of existing historic structures, streetscape improvements, underground parking, park improvements, and tunnel access related to the private development of CentrePointe, a 35-story mixed use development (the

"Project"); and

D. Based upon the Application and supplemental information submitted by LFUCG, KEDFA staff has determined that the Project may meet the minimum requirements as set forth in the statute, but verification of representations made in the Application and analysis of its net economic impact are required before it will qualify for final approval; and

E. KEDFA has agreed with LFUCG to enter into a tax incentive agreement as authorized by KRS 154.30-070 (hereinafter referred to as a "Tax Incentive Agreement") upon compliance by LFUCG with certain conditions, requirements and obligations and subject to cooperation with analysis of its economic impact to the Commonwealth, the approval of KEDFA of the terms of all agreements, and other documents required incident to said Tax Incentive Agreement; and

F. The total Project cost is estimated to exceed TWO HUNDRED NINETY-EIGHT MILLION, SIX HUNDRED EIGHTY THOUSAND DOLLARS ($298,680,000.00), a portion of which is anticipated to qualify as approved public infrastructure costs, approved signature project costs, or financing costs as those terms are defined in KRS 154.30-010; and

G. Representatives of KEDFA have indicated their willingness for KEDFA to proceed with and to have executed a Tax Incentive Agreement in order to effectuate the purposes of the Act and have advised LFUCG that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals required by law, and to the happening of all acts, conditions and things required precedent to the approval of the Tax Incentive Agreement, including, but not limited to, the reviews and evaluations of third party consultants as authorized or required by the Act, by virtue of authority of the Act, it will cause to be adopted a final resolution authorizing the execution of a Tax Incentive Agreement providing for state participation in an amount not to exceed thirty-six million, eight hundred eighty-five thousand dollars ($36,885,000.00) for approved public infrastructure and approved signature project costs recovery plus up to seventy-five million dollars ($75,000,000) for financing cost for a total amount of one hundred eleven million, eight hundred eighty-five thousand dollars ($111,885,000) (the "Maximum Recovery Amount") solely recoverable from the new state tax revenues as that term is defined in KRS 154.30-010(22)(b) resulting from the Project.

2. Representations and Undertakings on the Part of LFUCG. LFUCG represents, undertakes, covenants and agrees as follows:

A. That LFUCG intends to utilize the Project, or cause the Project to be utilized, at all times during the term of the Tax Incentive Agreement (as herein described) to be entered into at the appropriate time with reference to the Project, as described in detail in the Application and shall notify KEDFA staff immediately upon any substantial change in its purpose or use; and

B. That the Project is expected to result in increased property values, increased employment opportunities, and increased economic activity in the LFUCG community; and

C. That LFUCG will use the proceeds from any state tax revenues received pursuant to the Tax Incentive Agreement to pay for approved public infrastructure costs, approved signature project costs and financing costs as provided in the Application and the Tax Incentive Agreement; and

D. That the total capital investment of the Project is estimated to exceed TWO HUNDRED NINETY-EIGHT MILLION, SIX HUNDRED SIXTY THOUSAND DOLLARS ($298,660,000.00); and

E. That the footprint of the Project is identified in Exhibit A attached hereto and only state incremental revenues generated within that footprint are pledged as potentially recoverable subject to further review and confirmation of minimum requirements;

F. That LFUCG hereby agrees to pay the cost of such third-party consultants as are necessary for evaluation of the Project's net positive economic impact as required by KRS 154, Subchapter 30 and further agrees as follows with regard to payment of said cost;

(i) LFUCG agrees to pay to KEDFA upon request the estimated total cost of the consultant analysis in advance which amount shall be used by KEDFA to pay the consultant firm retained on contract to analyze certain data related to the Application for state participation. The estimated total cost may include consultant fees as well as some portion for reimbursement of travel expense of the consultant firm.

(ii) Upon completion of the services provided by the consultant, KEDFA shall reimburse LFUCG for any unspent funds paid pursuant to Subparagraph F(i) of this Section, not otherwise paid to the consultant in connection with the consultant's services.

(iii) Upon receipt of invoices from the consultant with respect to its fees and travel costs, KEDFA will provide a copy of the invoice to LFUCG by facsimile addressed to Joseph Kelly at (859) 258-3194. Any objection to the items contained on such invoices shall be made by LFUCG to KEDFA within seven (7) calendar days of facsimile confirmation. KEDFA is hereby authorized to make payment from the funds provided to it by LFUCG anytime after seven (7) calendar days from the facsimile confirmation date.

(iv) LFUCG agrees to provide the consultant and KEDFA such information and assistance as may reasonably be required. All information requested by the consultant shall be provided on a timely basis and shall be accurate and complete. LFUCG shall notify the consultant and KEDFA staff if it subsequently learns that the information is incorrect or inaccurate or otherwise should not be relied upon.

G. That LFUCG shall provide a written report as to the status of the Project, including an estimated time line for construction, significant purchases or contracts relevant to construction, progress reports, plans for the physical construction, employment of persons who will work at the site of the Project, feasibility or engineering studies and other actions taken related to the planning and construction of the Project beginning on July 1, 2009 and every six months thereafter continuing until activation of the Tax Incentive Agreement; and

H. That LFUCG will continue to provide any additional documentation or information requested by KEDFA, the Office of State Budget Director, the Department of Revenue within the Finance and Administration Cabinet, or any agent or third party consultant acting on behalf of or assisting those agencies in evaluation or monitoring of the Project; and

I. LFUCG shall take such further action and adopt such further proceedings as may be reasonably required to implement its aforesaid undertakings or as it and KEDFA may deem appropriate in pursuance thereof or as may be required by law; and

J. LFUCG has filed its Cabinet for Economic Development Incentive Disclosure Statement (the "Disclosure Statement") related to the Project with KEDFA and agrees to update and amend the Disclosure Statement prior to the final approval of the Tax Incentive Agreement if changes have occurred during the period between preliminary approval and final approval.

K. That all information contained in the Application is true and correct in all material respects.

3. Undertakings on the Part of KEDFA. Subject to the fulfillment of the conditions herein stated, KEDFA agrees as follows:

A. That it will at the necessary time authorize the Tax Incentive Agreement pursuant to the terms of the Act as then in force, related to the authorization for state participation in recovery of public infrastructure cost up to the Maximum Recovery Amount preliminarily approved by KEDFA related to the Project or such lesser amount as may become appropriate as a result of the findings of KEDFA and any third party consultant or further negotiation of the Project; and

B. That KEDFA will take such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as KEDFA may deem necessary or advisable, subject to compliance with applicable laws.

4. General Provisions.

A. In connection with the Tax Incentive Agreement, LFUCG agrees to pay all professional fees, including the fees and expenses of counsel to KEDFA or third-party consultants to KEDFA, and KEDFA will incur no liability whatsoever in respect of such services. Further, LFUCG agrees to pay to KEDFA a fee equal to 1/4 of 1% of the Maximum Recovery Amount, provided however, that in no event will the fee exceed a maximum of $50,000; and

B. If the Tax Incentive Agreement does not receive final approval, LFUCG agrees that it will reimburse KEDFA for all reasonable and necessary out-of-pocket expenses (including fees and expenses of counsel and fees and expenses of third party experts) which KEDFA may incur at LFUCG's request arising from the execution of this Memorandum of Agreement, and the performance by KEDFA of its obligations hereunder shall thereupon terminate; and

C. This Memorandum of Agreement and the Resolution approving this Memorandum of Agreement constitute the present intent of KEDFA to have executed a Tax Incentive Agreement at a later date; and

E. If any provision of this Memorandum of Agreement is determined to be invalid or unenforceable, that determination shall not affect any other provision, the remaining provisions of which shall be construed and enforced as if the invalid or unenforceable provision were not contained herein.

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

MEMORANDUM

TO: Jim Newberry, Mayor
Urban County Council

FROM: Marwan Rayan, P.E.
Urban County Engineer

DATE: March 5, 2009

RE: Approval of Contract Modification #1
The Salt Barn Site 5680 Athens Boonesboro Road Project
LFUCG PO#: 0000044010
LFUCG Project Number: 443

We request the Urban County Council authorize the Mayor to approve a contract modification to the Engineering Services Agreement with Strand Associates, Inc. for the design of *The Salt Barn Site 5680 Athens Boonesboro Road Project (RFP20-2008)*.

The location of the access road from our site to Athens-Boonesboro Road is located within the Highway I-75 controlled access area, given its close proximity to the I-75/Athens-Boonesboro Road Interchange (#104). The permit with the Kentucky Transportation Cabinet (KYTC) is a 26 step process and contains holding a public meeting, commercial appraisals, and negotiations with the KYTC and neighboring property owners. After preliminary contact with the KYTC, we were informed that we were in the controlled access area and would need to complete the permitting process. A description of the additional services to be provided by Strand Engineering is attached with this memorandum.

The current contracted amount is $143,500.00 and was approved with Resolution No. 483-2008 (August 21, 2008). This contract modification is for $15,000 bringing the total contract amount to $158,500. Funds are available in account 2517-303301-90511-0001.

If you have any question or need any additional information please contact me at 258-3410.

CC:

Robert Bayert, P.E.	W/A
Andrew Grunwald, P.E.	W/A
File	W/A

08.P433.403.CM#1-3-5-09.doc

209-09

CONTRACT HISTORY FORM

Contractor: Strand Engineering

Project Name: The Salt Barn Site

Resolution Number and Date: 483-2008 August 21, 2008

Responsible LFUCG Division: Division of Engineering

CHANGE ORDER DETAILS

A. **Original Contract Amount:** $143,500.00

Next Lowest Bid Amount: $ N/A

B. **Amount of Selected Alternate or Phase:** $N/A

C. **Cumulative Amount of All Previous Alternates or Phases:** $N/A

D. **Amended Contract Amount:** $143,500.00

E. **Cumulative Amount of All Previous Change Orders:** $0.00 — 0.0% *(Line E / Line D)*

F. **Amount of This Change Order:** $15,000.00 — 10.5% *(Line F / Line D)*

G. **Total Contract Amount:** $158,500.00

SIGNATURE LINES

Project Manager: Andrew Grunwald **Date:** 3/5/09

Reviewed by: RA Bayert **Date:** 3/09/09

Division Director: M A Paing **Date:** 3/9/09

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date: March 5, 2009
	Project: Salt Barn Site (Design)
	Location: 5680 Athens-Boonesboro Road
To (Contractor) Strand Associates, Inc. 1525 Bull Lea Road #100 Lexington, Kentucky 40511	Resolution No. # 483-2008
	Change Order No. 1

You are hereby requested to comply with the following changes from The contract plans and specification;

Item No. (1)	Description of changes-quantities, uni prices, changes in completion, etc (2)	Decrease in contract price (3)	Increase in contract price (4)
	(Increase) Provide professional services to complete the permitting to the KYTC for site access road, for a Lump Sum Value of $15,000.00.		$15,000.0
	Total decrease		XXXXXXXXXXX.X
	Total increase	XXXXXXXXXXX.X	$15,000.0
	Net (increase) contract price		$15,000.0

The sum of **$15,000.00** is hereby added to the total contract price, and the total adjusted contract price to date thereby is **$158,500.00**.

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

Recommended by Andrew Cummins (Proj. Engr.) Date 3/5/09 RAB 3/9

Accepted by ______________________ (Contractor) Date

Approved by [signature] (Urban Co. Engr.) Date 3/9/09

Approved by ______________________ (Commissioner) Date

Approved by ______________________ (Mayor or CAO) Date

210-09

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: MARCH 9, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT A DEED OF TEMPORARY CONSTRUCTION EASEMENT FROM JO ANN OMVIG AT 3478 CLAYS MILL ROAD FOR THE CLAYS MILL ROAD IMPROVEMENTS PROJECT

On July 1, 2003 (Ordinance No. 174-2003), Council approved acceptance of award from Kentucky Transportation Cabinet in the amount of $644,000 in federal funding [Surface Transportation Lexington (SLX)] for the design phase of the Clay's Mill Road. Project required a 20% local match in the amount of $161,000 for a total design cost of $805,000. Project includes the area from the intersection with Harrodsburg Road to the intersection with Man O War Boulevard. On June 7, 2007 (Ordinance # 120-2007), Council approved acceptance of supplemental award in the amount of $487,760 from Kentucky Transportation Cabinet for the design and right-of-way acquisition phases of the project. Supplemental award required 20% match in the amount of $121,940, for a total of $609,700.

The Division of Engineering has negotiated a purchase of 1573.5 square feet of temporary construction easement at 3478 Clays Mill Road from Jo Ann Omvig in the amount of $3000.00.

Funds for purchase of easements are budgeted in account:

Fund	Dept ID	Section	Project	Bud Ref	Account
3160	303201	0001	CLAYS MILL ROAD	2004	91715

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

Paula King

Paula King, Director

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

211-09

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: MARCH 9, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT A DEED OF TEMPORARY CONSTRUCTION EASEMENT FROM DOUGLAS AND KATHLEEN MCCORD AT 3367 CLAYS MILL ROAD FOR THE CLAYS MILL ROAD IMPROVEMENTS PROJECT

On July 1, 2003 (Ordinance No. 174-2003), Council approved acceptance of award from Kentucky Transportation Cabinet in the amount of $644,000 in federal funding [Surface Transportation Lexington (SLX)] for the design phase of the Clay's Mill Road. Project required a 20% local match in the amount of $161,000 for a total design cost of $805,000. Project includes the area from the intersection with Harrodsburg Road to the intersection with Man O War Boulevard. On June 7, 2007 (Ordinance # 120-2007), Council approved acceptance of supplemental award in the amount of $487,760 from Kentucky Transportation Cabinet for the design and right-of-way acquisition phases of the project. Supplemental award required 20% match in the amount of $121,940, for a total of $609,700.

The Division of Engineering has negotiated a purchase of 203.1 square feet of temporary construction easement at 3367 Clays Mill Road from Douglas and Kathleen McCord in the amount of $325.00.

Funds for purchase of easements are budgeted in account:

Fund	Dept ID	Section	Project	Bud Ref	Account
3160	303201	0001	CLAYS MILL ROAD	2004	91715

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

Paula King, Director

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

212-09

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: MARCH 9, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE EASEMENT AT 462 SHAWNEE AVENUE FOR THE MEADOWS-NORTHLAND-ARLINGTON NEIGHBORHOOD IMPROVEMENT PROJECT PHASE 3C

This easement is needed for construction of storm sewerage in the neighborhood. The Meadows-Northland-Arlington Neighborhood Improvement Project is funded by the U.S. Department of Housing and Urban Development Community Development Block Grant.

The Division of Engineering has negotiated a purchase of 8 square feet of permanent sidewalk easement at 462 Shawnee Avenue from Lones and Marian Wells, Jr. in the amount of $100.00.

Funds for purchase of the easement are budgeted in account:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3120	303202	3211	91713	CDBG	2009	C03

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

Paula King
Director

Xc: Division of Engineering
James Webb, Commissioner Public Works & Development

216-09

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: MARCH 12, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE KENTUCKY TRANSPORTATION CABINET FOR ITS/CMS (INTELLIGENT TRANSPORTATION SYSTEM/CONGESTION MANAGEMENT SYSTEM) TRAFFIC IMPROVEMENTS PROJECT FOR FY 2009

The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government an award of $324,000 in federal funds for the ITS/CMS (Intelligent Transportation System/Congestion Management System) Traffic Improvements Project. This project combines two previously separate projects (ITS/CMS Traffic Control and Traffic Signal Systems Upgrade) into one effort for the purpose of enhancing traffic flow and minimizing congestion. The project includes three general initiatives: enhancements to the Lexington Traffic Management Center; enhancements in traffic signal system data collection, communication, and vehicle detection; and upgrades to the traffic signal system.

Funds will be used for personnel overtime, professional services, professional development, operating supplies, traffic signal upgrades, traffic signal controllers, traffic counters and monitors, radar data collection equipment, and illuminated street signs.

The source of federal funds is the Federal Surface Transportation Program Metropolitan Lexington (SLX). A 20% local match in the amount of $81,000 is required. Total project cost is $405,000. Grant match is budgeted in the Division of Traffic Engineering Fiscal Year 2009 general fund budget.

Council authorization to accept the award is hereby requested.

Paula King
Director

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

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: MARCH 13, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE EASEMENT AT 404 SHAWNEE AVENUE FOR THE MEADOWS-NORTHLAND-ARLINGTON NEIGHBORHOOD IMPROVEMENT PROJECT PHASE 3C

This easement is needed for construction of storm sewerage in the neighborhood. The Meadows-Northland-Arlington Neighborhood Improvement Project is funded by the U.S. Department of Housing and Urban Development Community Development Block Grant.

The Division of Engineering has negotiated a purchase of 286.5 square feet of permanent drainage easement at 404 Shawnee Avenue from Arthur R. and Linda J. Blanton, Jr. in the amount of $1,050.00.

Funds for purchase of the easement are budgeted in account:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3120	303202	3211	91713	CDBG	2009	C03

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

Paula King
Director

Xc: Division of Engineering
James Webb, Commissioner Public Works & Development

URBAN COUNTY COUNCIL

PLANNING COMMITTEE SUMMARY

March 17, 2009

The Planning Committee was convened at 1:00 PM. All committee members were present with the exception of McChord.

I. Electrical Inspector's Fee Schedule Update - McChord

Dewey Crowe, Bldg. Inspection told the committee there would be a comprehensive list of recommendations available for the next Planning Committee meeting.

2. Time Limits on Building Permits - Henson

The discussion was regarding two questions posed earlier by the Planning Committee, can LFUCG place a time limit on the completion of a permitted project and can LFUCG adopt fines/penalties for zoning or building permit violations. Richard Moloney, Director State Building Inspection was on hand to answer questions as was Dave Barberie, LFUCG Law Dept. Barberie told the committee he did not think it was possible to preempt either issue since state law provides comprehensive legislation pertaining to housing, building and construction. However, changes can be suggested to the state office of Housing, Buildings and Construction, which is tasked with amending the applicable building codes.

3. Increase Fines on Zoning/Building Permit Violations - Henson

Motion by CM Blues to establish an ad-hoc committee to review possible changes for both time limits and increased fines on zoning/ building permits, seconded by CM Beard, passed without dissent.

4. Heritage Tree Program–James

CM James told the committee more time was required to get this program up and running and that instead of an ordinance, there may be a resolution or some type of recognition. She talked about other cities that have street tree programs, adding LFUCG does not have a really strong urban forestry program and inadequate funding at this time.

CM Blues expressed concern saying it is not possible to protect something without an ordinance.

CM Gorton added LFUCG does not mandate re-cycling to the public.

Motion by CM James to withdraw this issue from Planning Committee, seconded by CM Ellinger, passed without dissent.

5. Courthouse Area Design Review Recommendations–Lawless

Billy Van Pelt, Design Review Officer and Mike Meuser, Review Board member presented two proposed changes to the ordinance coming from the last public hearing. They are: no demolition allowed until all administrative appeals are complete and requirement of roof inspections by the Division of Code Enforcement and the Division of Fire.

James wanted to know if the changes to the ordinance should also address methods of enforcement regarding allowing entry/access to buildings to be inspected.

Van Pelt and Meuser agreed and had no objection to adding enforcement language to the proposed text amendment.

CM Feigel wanted to clarify if access for interior inspections is being denied.

Van Pelt explained this has not been an issue. However, the overlay does not include all buildings that fall under the zoning ordinance; therefore this is an effort to provide oversight by code enforcement and building inspection.

There was further discussion on what would happen if the ordinance did not address a situation where non-compliance of inspection might occur and any sort of penalties if applicable.

CM Gorton said the committee could recommend a text amendment including enforcement/penalties.

Motion by CM Lawless to initiate a text amendment to include the Courthouse Area Design Review Board recommendations and specific language regarding non-compliance, enforcement and penalties, seconded by CM Blues, passed without dissent.

6. Items Referred to Committee

Motion by CM Blues to remove Private Retention/Detention Basin Maintenance from the items referred to committee list, seconded by CM Beard, passed without dissent.

It was noted Heritage Tree Program was removed from the list by an earlier motion by CM James.

Also noted: an ad-hoc committee created to further review time limits on building permits and increased fines on zoning/building permit violations with CM's Ellinger, Feigel and Henson volunteering to serve.

CM James asked Vice Mayor Gray about 160 recommendations from the Infill Redevelopment Committee. She also asked about including two components, vacant property and blight tax to the Land Bank issue.

VM Gray agreed to put those recommendations for the April Planning Committee meeting.

Paul Schoninger, council staff suggested "blue-sheeting" both components of the Land Bank issue at the same time.

CM James asked it if the Parks & Recreation master plan would be reviewed in May, stating she is concerned about doing a budget before hearing the master plan.

CM Gorton suggested looking at Parks & Recreation master plan and Destination 2040 recommendations via a special meeting of the Planning Committee.

CM Beard asked about the Liberty Road Project status and was advised there are still some right way issues to be resolved before the project might be removed from the items referred list.

CM Gorton suggested the following two dates/times: April 9, 2009 at 5:30 pm and April 21, 2009 at 9:00 am for special meetings (both to be held in Council Chambers) of the Planning Committee to review the following issues: Destination 2040, Parks & Recreation Master Plan, Extended Stay Zoning and Big Blue Horse Branding. She said there would be email notifications send.

Motion to adjourn by CM Blues, seconded by CM Beard, meeting adjourned at 2:38 pm.