LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

June 23, 2009

I. Public Comment – Issues on Agenda

II. Requested Rezonings / Docket Approval – Yes

III. Approval of Summary-Yes, June 16, 2009, pp.5-9

IV. Budget Amendments – Yes, pp.10-11

V. New Business, pp. 13-55

VI. Continuing Business / Presentations

- A. Water Resources Oversight Committee(separate, not in packet)
- B. Planning Committee, pp. 56-58
- C. Downtown Lexington Building Inventory
  Ms. Bettie Kerr, Director of Historic Preservation
- D. TIF Application
  Mr. Joe Kelly, Senior Advisor of Management

VII. Council Report

VIII. Mayor's Report – Yes

IX. Public Comment – Issues Not on Agenda

X. Closed Session

ADMINISTRATIVE SYNOPSIS

New Business Items

A. Authorization to Market and Dispose of Surplus Real Properties Owned by LFUCG and the LFUCG Public Facilities Corporation. (407-09) (Cole)
This request will authorize the marketing and disposing of surplus real property of vacant parcels or vacant lot remnants located at 189, 191, 193, 195 and 197 Elm Tree Lane and 270 East Second Street owned by LFUCG and the LFUCG Public Facilities Corporation. The parcels and lots are unused portions of properties acquired for the Rose Street Extension Project.**pp.13-14**

B. Authorization to Amend Section 21-5 of the Code of Ordinances Regarding the Department of Finance and Administration, Divisions of Accounting and Human Resources. (403-09) (Allen/O'Mara)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to transfer one (1) position of Payroll Analyst (Grade 115E) and incumbent, from the Division of Accounting to the Division of Human Resources. This action is budget neutral.**p.15**

C. Authorization for the Purchase of Properties and Easements in the Green Acres Subdivision for the Green Acres Stormwater Project. (404-09) (P. King/Taylor)
This request will authorize the purchase of eight (8) residential properties and approximately 17 portions of properties for right-of-way or fee simple drainage easements at an estimated cost of $950,000 in the Green Acres Subdivision for the Green Acres Stormwater Project. Funds for the Project were approved at the 2006 Legislative Session of the Kentucky General Assembly. Funds are budgeted.**p.16**

D. *Authorization of Change Order No. 2 to Contract with W. Rogers Company Regarding the North Elkhorn Pump Station Project. **(FINAL)** (408-09) (Martin/ Taylor)
This request will authorize Change Order No. 2 to increase contract amount by $56,289.95 with W. Rogers Company regarding the North Elkhorn Pump Station Project. The Order adds and deletes the cost of items and deducts unused allowance. Original contract amount was $4,006,000. Previous change order amount was $71,710. New contact total is $4,133,999.95. Funds are budgeted.**pp.17-20**
***EPA Consent Decree**

E. *Authorization to Award an Engineering Services Agreement to Stantec Consulting Services, Inc. for the Sanitary Sewer Assessment (SSA), Groups

Two and Three Sewershed Field Activities – Contact 1. (409-09) (Martin/ Taylor

This request will authorize the award of an Engineering Services Agreement in the amount of $599,200 to Stantec Consulting Services, Inc. for the SSA Groups Two and Three Sewersheds Field Activities – Contract 1 under RFP No. 8-2009. The sewersheds includes Cane Run, Town Branch, North Elkhorn and South Elkhorn. Stantec will perform civil, geotechnical, electrical, mechanical, and sanitary engineering services to identify sources of I/I - inflow and infiltration, and assess the capacity and condition of the sanitary sewer systems. Funds are budgeted.**p.21**

***EPA Consent Decree**.

F. Authorization to Award an Agreement to Machinex Technologies Inc. for Modifications to the Single Stream Materials Recycling Facility (MRF). (410-09) (Taylor)

This request will authorize the award of an Agreement at a cost of $3,516,485 to Machinex Technologies Inc. for modifications to LFUCG's existing "single stream" MRF process. The improvements will reduce the Division of Waste Management operation hours and the number of required workers for a savings of $299,383 annually. The increase in system capacity will increase annual revenue by $375,000 and increase collection route efficiency by replacing five (5) trucks and five (5) collectors with five (5) automated trucks. Funds in the amount of $2,805,000 are budgeted in FY2009 budget and $711,485 is requested in the FY2010 budget year.**pp.22-34**

G. Authorization of an Agreement for Neighborhood Development or Redevelopment Bond Issue Funds with Art in Motion, Inc. for the Art in Motion East End Artistic Bus Shelter Project. (405-09) (Langston)

This request will authorize an Agreement for Neighborhood Development or Redevelopment Bond Issue Funds in the amount not to exceed $35,950 with Art in Motion, Inc. for the Art in Motion East End Artistic Bus Shelter Project to be located at Third Street and Elm Tree Lane. This project was approved through the Neighborhood Development Bond Funds.**pp.35-39**

H. Authorization to Approve *Statement of Compliance* Required by the National Bridge Inspection Standards, Bridge Posting Requirement. (406-09) (Rayan/Kelly)

This request will authorize approval of the *Statement of Compliance* for bridges within Fayette County. This inspection was completed by the Kentucky Department of Highways, District Seven. Bridges within Fayette County were found to be in compliance with the National Bridge Inspection Standards, Bridge Posting Requirement. This compliance allows LFUCG to remain eligible for Federal Bridge Rehabilitation or Replacement Funds.**pp.40-41**

I. Authorization to Approve the *2009 Policy and Procedure Manual* on Behalf of the Department of Public, Safety, Division of Community Corrections, in Accordance with Title 501 of the Kentucky Administrative Regulations (KAR). (411-09) (Bishop/Bennett)
This request will authorize approval of the 2009 Policy and Procedure Manual on behalf of the Division of Community Corrections required by Title 501 of the KAR. There is no budgetary impact.**p.42**

J. Authorization of a Purchase of Service Agreement (PSA) with Explorium of Lexington. (412-09) (Askew)
This request will authorize a PSA at a proposed cost not to exceed $203,060 with Explorium of Lexington for one (1) year beginning July 1, 2009 to provide services to the community. Under the PSA, the Explorium will perform their bookkeeping duties effective July 1, 2009, and provide all insurance coverages effective January 1, 2010. The PSA and proposed amount is contingent on the approval of the FY2010 Budget.**p.43**

K. Authorization to Purchase Insurance Renewal through the Kentucky League of Cities (KLC). (413-09) (Askew)
This request will authorize to purchase insurance renewal policies for Excess Workers' Compensation in the amount of $258,930; Excess Property in the amount of $283,031; and International Package in the amount of $4,060, through KLC to be effective July 1, 2009. The total premium cost of $546,021 is contingent on the approval of the FY2010 Budget.**pp.44-46**

L. Authorization of a Purchase of Service Agreement (PSA) with Roots and Heritage Festival, Inc. (414-09) (Rabold)
This request will authorize a PSA at a proposed cost not to exceed $39,350 with Roots and Heritage Festival, Inc. for six (6) months beginning July 1, 2009 for the Festival from September 10 – 30, 2009. The PSA and proposed amount is contingent on the approval of the FY2010 Budget.**pp.47-55**

***EPA Consent Decree**

URBAN COUNTY COUNCIL

WORK SESSION SUMMARY

& TABLE OF MOTIONS

June 16, 2009

Mayor Newberry chaired the meeting. All Council Members were present.

I. Public Comment – Issues on Agenda-None

II. Requested Rezonings / Docket Approval-None

III. Approval of Summary-Yes

A motion by CM James to correct the Mayor's Report in the 6/9/09 summary, seconded by CM Crosbie, passed without dissent.

CM Martin asked that the word mute be changed to moot in his 6/9/09 council report.

A motion by CM Gorton to approve the amended summary of 6/9/09, seconded by CM Blues, passed without dissent.

IV. Budget Amendments-None

A motion by CM Stinnett to place on the June 23, 2009 Council Meeting Docket for first reading the Budget Amendment 2339. This budget amendment provides funds for drug testing and Kronos implementation within the Urban Service District Fund, seconded by CM Henson, passed without dissent.

V. New Business

A. Authorization of an Amendment to the Plan Management Agreement and an Amendment No. 1 to the Group Stop-Loss Policy with the Humana Insurance Company. (388-09) (Allen/O'Mara)

B. Authorization of Change Order No. 1 to Contract with G & G Paving and Construction, Inc. Regarding the Valley Park Parking Renovation Project. (391-09) (P. King/Cole)

C. Authorization to Accept a Donation from the Bluegrass Crimestoppers, Inc. on Behalf of Police Detective Robert Sarrantonio to Attend the 2009 Crime Stoppers USA Conference. (390-09) (Bastin/Bennett)

D. Authorization to Submit Application to the US Department of Justice on Behalf of the Department of Public Safety, Divisions of Police and Fire and Emergency Services and the Fayette County Sheriff's Office for Purchase of Bulletproof Vests – FY2010. (389-09) (P. King/Bennett)

E. Authorization to Submit an Application to the US Department of Justice and Accept Award (if Offered) on Behalf of the Department of Public Safety, Division of Police under the Edward Byrne Memorial Justice Assistant Grant – FY2010. (394-09) (P. King/Bennett)

F. Authorization to Accept an Award from the Kentucky Justice and Public Safety Cabinet on Behalf of the Department of Public Safety, Division of Police – FY2010. (396-09) (P. King/Bennett)

G. Authorization to Accept an Award from the Commission on Fire Protection, Personnel, Standards, and Education on Behalf of the Department of Public Safety, Division of Fire and Emergency Services. (397-09) (P. King/ Bennett)

H. Authorization to Amend Resolution 350-09 for Corrections of Street Name and Address Number for the Proper Operation of the Enhanced 911 System. (395-09) (Lucas/Bennett)

I. Authorization to Accept Donated Items from the Kentucky Division of Emergency Management (KYEM) and the Jessamine County Emergency Management Agency (EMA) on Behalf of the Department of Public Safety, Divisions of Fire and Emergency Services and Emergency Management / 911 Regarding the Chemical Stockpile Emergency Preparedness Program (CSEPP). (401-09) (Dugger/Bennett)

J. Authorization for the Purchase Properties for a Flood Hazard Mitigation Project. (393-09) (P. King/Taylor)

K. Authorization of a Permanent Sidewalk Easement at Property Located at 463 Shawnee Avenue for the Meadows / Northland / Arlington Neighborhood Project – Phase 3C. (398-09) (P. King/Webb)

L. Authorization to Amend Resolution No. 322-2008 Regarding Agreement with the Georgetown Neighborhood Association. (402-09) (Langston)

M. Authorization of a Lease for Commercial Office Space with MES Enterprises, LLC in the Triangle Center for Project Synergy. (400-09) (Dhuwaraha)

N. Authorization of Change Order No. 1 to Contract with CDP Engineers, Inc. Regarding the Radcliffe Road Drainage Project. (392-09) (Martin/Taylor)

A motion by CM Beard to approve new business items A-N, except item m, seconded by CM Gorton, passed without dissent.

A motion by CM Beard to approve the new business item m, seconded by CM Gorton, passed without dissent.

A motion by VM Gray, based upon the recommendation of the Council Committee of the Whole, to amend the Mayor's Proposed Budget, which is scheduled for the first reading on Tuesday June 23, 2009, with the detailed changes that are reflected in Schedule I, Schedule III, and the Late Items List (Schedule IV), which schedules are attached hereto and incorporated herein by reference, seconded by CM Crosbie, passed without dissent.

VI. Continuing Business / Presentations

A. Inter Governmental Committee Meeting Update

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

B. Consent Decree Required Ordinance Revision

This report was given by Charlie Martin, Director of Water Quality. Mayor Newberry and several CMs made statements and/or asked questions.

C. 2010 Alltech FEI World Equestrian Games™ Update

This update was given by Krista Greathouse, LFUCG Liaison to 2010 World Equestrian Games. Several CMs asked questions.

D. Public Safety Operations Center & Interoperable Radio System

This presentation was given by Commissioner Tim Bennett and David Lucas, Director E 911. Several CMs asked questions.

VII. Council Report

CM Stinnett-Thanked everyone for help with the budget-Mayor Newberry and his staff, Bill O'Mara, Elizabeth McGee, Mary Fister and the Budgeting staff, Jerry Southers, his colleagues, Council staff, Rebecca Langston, and Jeannette (Williams) for having to be here and listen to everything; also appreciates the depts./divs. who are making sacrifices and abiding by the budget.

CM Feigel-A motion by CM Feigel to approve the NDF list of 6/16/09, seconded by CM Gorton passed without dissent.

CM McChord-Echoed the comments from CM Stinnett about the budget and sent out birthday wishes to CMs Blues and Gorton and a happy 50th birthday to Michael Orton at Ravens Run.

CM Blues-Announced for Lexington Fayette County Health Dept. that on 6/26 there will be free HIV and Syphilis testing from 8-4 pm at 805 B Newtown Circle-for information call, 288-2437; the same tests and others will be offered on 6/27/09 at 11-3 pm at the Lexington History Museum at 215 W Main St; at 7 pm tonight the Western Suburb NA will meet at 645 W Short St; on 6/18/09 Speigle Heights NA will meet at 7 pm at Antioch Baptist Church on Ferguson St; and on 6/22/09 Oakwood NA and Radcliffe-Marlboro NA will meet at 7 pm, at their respective park shelter.

A motion by CM Blues to approve the CPF list for 6/16/09, seconded by CM Beard, passed without dissent.

CM James-A motion by CM James to place into the Inter Governmental Committee the review of the authority of the DDA (Downtown Development Authority), Article 40 Sect. 2-248 of the Code of Ordinances, seconded by CM Gorton, passed without dissent.

CM Myers-Stated that he was going to make a motion but it is not ready yet.

CM Crosbie-Announced that PAL (Police Activities League) has its first nation al boxing champ in Traynora Locke; she is also the 3rd rank Jr. Olympian-pics are on espn.com. Also wanted to wish good luck to some baseball teams (no names given) playing in Ecton Park this week.

CM Lawless-Reminded everyone of Thursday Night Live, Gallery Hop this Friday-information on the LFUCG website and LexArts, Farmer's Market at Cheapside, and annual Farm Tour on 6/20-tickets at Farmer's Market; stated that she understands there is an amendment to this bid; asked the Mayor if there is a plan to assist the business owners on this street during this project; asked for an update on the library audit; Harold Tate gave an update on the S. Limestone St. project; and Comm. Webb answered more questions.

VM Gray-Spoke about the closing of S. Limestone St. had a couple of business owners from the street speak; stated that there will be an email coming to CMs asking them to select a date for the next Economic Development Task Force meeting.

CM Gorton-Asked Comm. Webb a question about whether or not there was a CM on the RFP committee for the S. Limestone Street Streetscape project; Acting Comm. Bill O'Mara answered; Brian Marcum also came up to answer this question.

A motion by CM Gorton to ask VM Gray to appoint a CM to sit with the bid committee when going through the qualifications of those submitting bids for S. Limestone Streetscape project, seconded by CM Myers, passed without dissent.

CM Beard-Reassured audience that while the Council is on break, there will be plenty of CMs still here to watch this process (S. Limestone).

VIII. Mayor's Report-None

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

Citizen, Lewis Cobb, spoke.

X. Closed Session-Portion of Item D. under VI.

A motion by CM Lane to go into closed session pursuant to KRS 61.810 (1)(m) to discuss the Public Safety Operations Center and the interoperable radio system. A closed session is necessary for security reasons, seconded by CM Gorton, passed without dissent.

A motion by CM Lane pursuant to KRS 61.810(1) (c) to go into closed session for the purpose of discussing pending litigation, seconded by CM Gorton, passed without dissent.

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

A motion by CM Lawless to adjourn work session, seconded by CM Crosbie, passed without dissent.

Work session adjourned at 6:45 pm.

BUDGET AMENDMENT REQUEST LIST

JOURNAL	BA 2318	**DIVISION**	Community Development	**Fund Name**	US Dept Homeland Sec.
				Fund Impact	900.00
					900.00CR
					.00

To provide for the purchase of SQL Back-ups for Emergency Management Assistance grant.

JOURNAL	BA 2335	**DIVISION**	Special Projects	**Fund Name**	Donation Fund
				Fund Impact	47,175.00
					47,175.00CR
					.00

To provide funds for 4th of July by recognizing revenues received for this event.

JOURNAL	BA 2336	**DIVISION**	Special Projects	**Fund Name**	Donation Fund
				Fund Impact	1,490.00
					1,490.00CR
					.00

To provide funds for banners by recognizing revenues received for this program.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1103	Donation Fund	.00
Fund	3200	US Department of Homeland Security	.00

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

June 23, 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		
403-09	CB00020	Accounting/Human Resources	To provide funds for one position of Payroll Analyst (Grade 115E) in Human Resources by reducing funds in Accounting for one position of the same.		
B				1101	78,330
				1101	78,330CR
					0*

EFFECT ON FUND BALANCES

FUND 1101 0* NO IMPACT TO: GENERAL SERVICES DISTRICT – GENERAL FUND

Budget Information For New Business Items

June 23, 2009 Work Session

Item	Number	Amount	Fund	Name / Description
A	407-09	NA		
B	403-09	78,330	1101	General Service District – General Fund Budget Journal
C	404-09	950,000	3400	Grants – State
D	408-09	56,289.95	4003	Sanitary Sewer Construction Fund
E	409-09	599,200	4003	Sanitary Sewer Construction Fund
F	410-09	3,516,485	1115	Urban Service District Fund (FY 2009 and 2010)
G	405-09	35,950	2514	2005 Bond Projects
H	406-09	NA		
I	411-09	NA		
J	412-09	203,060	1101	General Service District – General Fund
K	413-09	546,021	1101	General Service District – General Fund
L	414-09	39,350	1101	General Service District – General Fund
M				

Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

MEMORANDUM

TO: Mayor Jim Newberry
Urban County Council
Joe Kelly, Senior Advisor for Management

FROM: Kimra Cole
General Services Commissioner

DATE: June 16, 2009

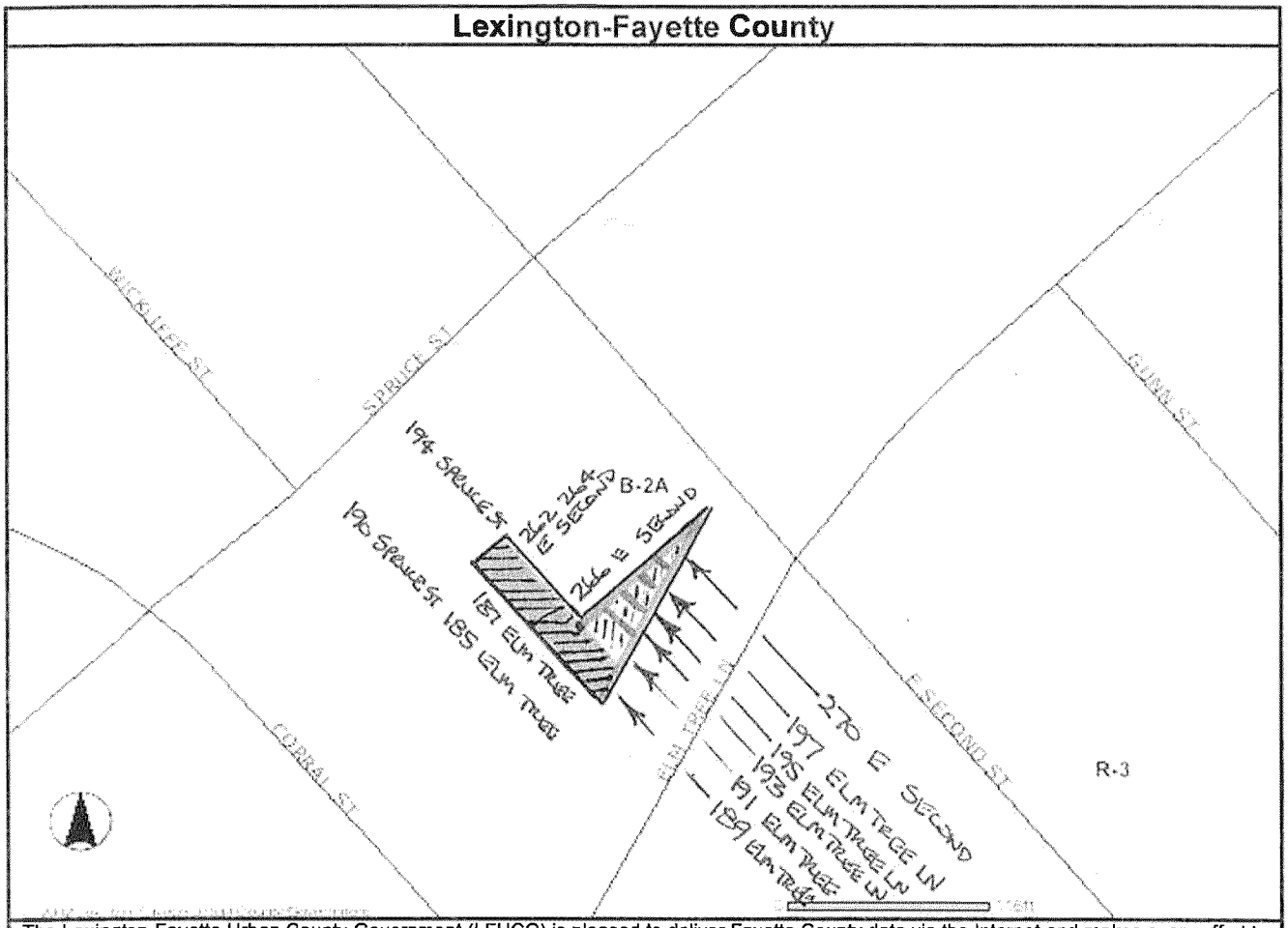
RE: Sale of Surplus Properties

I am requesting Urban County Council approval to move forward with marketing, sale, and disposal of these parcels as "surplus property" with two readings prior to council break. This is due to an ongoing and increased public interest relating to these parcels.

It is our request that Urban County Council grants approval for authorization of the sale of the following parcels of land, where LFUCG and LFUCG Public Facilities Corporation are shown as owners in the PVA records. The parcels are listed as 189, 191, 193, 195, 197 Elm Tree Lane, and 270 E Second Street. These parcels were acquired in the 1980s due the Rose Street Extension road project and currently are vacant parcels & lot remnants with no structures on any of the sites. Most parcels are small in size and all are adjacent to each other. General Services, as a result of a recommendation from the Law Department, desires to offer these parcels for bid in two formats. First, they would be offered for bid as individual parcels, and second they would be offered for bid as a "package" and sold together. LFUCG is reserving the right to reject any and all bids. A reserve would not be placed on the bids.

407-09

14



The Lexington-Fayette Urban County Government (LFUCG) is pleased to deliver Fayette County data via the Internet and makes every effort to provide the most current and accurate information available. However, no warranties, expressed or implied are provided for the data herein or its interpretation. For data descriptions, questions or additional information regarding Zoning please contact the Division of Planning: 859.258.3160, © 2002, LFUCG **The official Zoning Map Atlas, on file in the Division of Planning, will govern any disputes of the zoning information** provided on this site.

403-09

15

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

M E M O R A N D U M

TO: Mayor Jim Newbery
Senior Advisor Joe Kelly
Council Members

FROM: Michael Allen, Director
Division of Human Resources

DATE: June 10, 2009

SUBJECT: **Transfer Position-Division of Accounting to Division of Human Resources;**

The attached action amends Section 21-5 of the Code of Ordinances, transferring one (1) position of Payroll Analyst (Grade 115E), and its incumbent, from the Division of Accounting to the Division of Human Resources, effective upon passage by Council.

With the implementation of People Soft, it was felt that due to checks and balances required for audit purposes, the payroll function should be managed in Human Resources.

This action is budget neutral.

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

df

attachment

cc: William O'Mara, Acting Commissioner – Department of Finance and Administration
Mary Fister-Tucker, Director – Division of Accounting
Darrylyn Combs, HR Manager - Division of Human Resources
James Dodson, Payroll Analyst – Division of Accounting

Log # 09-0065

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: JUNE 10, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE PROPERTIES AND EASEMENTS FOR THE GREEN ACRES STORMWATER PROJECT

The 2006 Legislative Session of the Kentucky General Assembly approved the award of $2,600,000 to the Lexington Fayette Urban County Government for a storm sewer project in the Green Acres Subdivision. On January 25, 2007 (Ordinance No. 17-2007), Council approved acceptance of these funds for project implementation. A Neighborhood Study has been completed by CPD Engineering. Based upon this engineering study, project will require the fee simple acquisition and demolition of eight residential properties for construction of stormwater detention facilities and, either right of way or fee simple acquisition of portions of 17 properties for use as drainage easements. Estimated amount for these acquisitions is $950,000. Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCT	PROJECT	BUD REF	ACTIVITY
3400	303204	3334	92211	GREEN_ACRES	2007	DEFAULT

Council authorization to purchase properties and/or easements is hereby requested.

Paula King
Director

Xc: Cheryl Taylor, Commissioner of Environmental Quality

*408-09

17

Mayor Jim Newberry

Division of Water Quality

TO: Mayor Jim Newberry
Urban County Council

FROM: Charles H. Martin, Director
Division of Water Quality CHM

DATE: June 8, 2009, 2009

SUBJECT: Change Order #2 for the North Elkhorn Pump Station Project (FINAL)

The Division of Water Quality requests approval of Change Order #2 with the W. Rogers Company for the North Elkhorn Pump Station Project. The original contract amount for this project was $4,006,000.00. Change Order #1 was for $71,710.00. Change Order #2 is for $56,289.95 for a revised total contract amount of $4,133,999.95. Change Order #2 is 1% of the original contract amount and brings the total change from the original contract to 3%.

Change Order #2 includes:

1. Add 2 ea. 36"x36" hatches to the valve vault.
   +$2,095.40
2. Add 4ea. LF-7 light fixtures and delete 2ea. LF-5A fixtures
   +$2,235.45
3. Extend transformer feed to relocated power pole.
   +3,300.32
4. Upgrade from smooth face block to split face block.
   +4,863.60
5. Add a 24"X32" louver to utility room door.
   +471.75
6. Live tap existing 24" force main.
   +$17,518.28
7. Extend odor control stack to new location
   +$2,610.24
8. Add Mega-Lugs to 30" and 24" pipefittings on the force main and a 30"MJ cap at the end of the line.
   +7,600.00

9. Add 2x4 backing to all the gutter boards
   +$3,016.22
10. Move center stairway landing platform
   +$1,060.74
11. Add risers to existing catch basins
   +$1,418.92
12. Add gas detectors
   +$5,695.15
13. Add isolators to pump controls
   +$855.60
14. Additional excavation for revised grading plan
   +$11,475.78
15. Unused allowance
   -$7, 927.50

Total cost of Change Order #2: $56,289.95

If you have any questions, please contact Rick Day ext. 2407.

Cc: Rick Day, Division of Water Quality
Rickie Hall, Division of Water Quality

Change Order No. 2
Contract #886-2006
North Elkhorn Sewershed
North Elkhorn Pump Station Project
Lexington Fayette-Urban County Government
Division of Water Quality

Owner: Lexington Fayette-Urban County Government
200 East Main Street
Lexington , Kentucky 40507

Contractor: W. Rogers Company
649 Bizzell Dr.
Lexington, KY 40576

SUMMARY OF INFORMATION

Date of Change Order:	June 1, 2009
Date of Contract:	November 22, 2006
Date of Notice to Proceed:	December 1, 2006
Length of Contract (calendar days):	400
Date of Contract Completion:	January 14, 2008
Change in Contract Time (calendar days):	0
Original Contract Amount:	$4,006,000.00
Previous Change Order Total:	$71,710.00
Current Contract Amount:	$4,077,710.00
Change Order 2 Amount:	~~-$56,290.13~~ 56,289.95
New Contract Amount Including Change Orders	~~$4,184,000.13~~ 4,133,999.95
Percent of Change from Original:	3%

B

'09 JUN 5 PM12:31

408-09

CONTRACT HISTORY FORM

Contractor: W. Rogers Company

Project Name: North Elkhorn Pump Station

Contract Number and Date: #886-2006 Nov-06

Responsible LFUCG Division: Division of Water Quality

CHANGE ORDER DETAILS

	Summary of Previous Change Orders To Date	Dollar Amount	Percent Change to Original Contract
A.	Original Contract Amount:	$ 4,006,000.00	
B.	Cumulative Amount of Previous Change Orders:	$ 71,710.00	2% (Line B / Line A)
C.	Total Contract Amount Prior to this Change Order:	$ 4,077,710.00 B	
	Current Change Order	56,289.95	
D.	Amount of This Change Order:	$ ~~56,290.13~~	1% (Line D / Line A)
E.	New Contract Amount Including this Change Order:	4,133,999.95 B $ ~~4,134,000.13~~	3% (Line E / Line A

SIGNATURE LINES

Project Manager: _____ Date: 6/8/09

Reviewed by: _____ Date: 6/9/09

Division Director: _____ Date: _____

409-09

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Cheryl Taylor
Commissioner

Memorandum

To: Mayor Jim Newberry
Urban County Council

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

Date: June 15, 2009

Re: Award of Engineering Services Agreement for the Sanitary Sewer Assessment (SSA) Groups Two and Three Sewershed Field Activities - Contract 1
CONSENT DECREE REQUIRED

The Division of Water Quality recommends award of an Engineering Services Agreement to Stantec Consulting Services, Inc. for the Sanitary Sewer Assessment (SSA) Groups Two and Three which include the Cane Run, Town Branch, North Elkhorn and South Elkhorn sewersheds. The purpose of the SSA reports is to identify sources of I/I and to assess the capacity and condition of the sanitary sewer system.

The recommended value of this engineering services agreement is $599,200. Funds for this project are budgeted in 4003-303401-3425-71205 Project: SSA_GROUP2/3_09 and Activity: CONSENT DECREE.

The purpose of this engineering agreement is to complete deliverables associated with LFUCG's Federal Consent Decree. The Consent Decree requirements include completing a system wide SSA, and the Group Two and Three SSAs are the final assessments needed to cover all the sewersheds. Reports for each SSA will be submitted to the United States Environmental Protection Agency (USEPA) and the Kentucky Environmental Public Protection Cabinet (EPPC). The SSA Reports for Groups Two and Three are due July 2011.

Questions regarding this project or agreement should be directed to Charles Martin at (859) 425-2455.

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

Mayor Jim Newberry

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Commisioner's Office

Department of Environmental Quality

TO: Mayor Jim Newberry
Urban County Council

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

DATE: June 9, 2009

RE: Request Authorization to award the Contract with Machinex Technology INC for the Upgrade of the Current Equipment for the Material Recovery Facility (MRF), subject to sufficient funds appropriated in fiscal year 2010.

The Division of Waste Management is requesting approval of the contract with Machinex for the design and construction of the upgrade for the current Material Recovery Facility (MRF). The proposal will provide a single stream processing system that will accommodate large scale commercial recyclables at the MRF. The proposal cost is $3,516,485.

The improvement to the Material Recovery Facility will reduce the current operation hours from 10 hours to 8 hours daily and the number of workers, in turn saving the division $299,383 on labor cost per year. The increase in capacity will increase the annual revenue by $375,000. The upgrade at the Material Recovery Facility will increase efficiency in the collection system by reduction of 5 trucks and 5 collectors to service the route under the new single stream with automated trucks

Funds are budgeted in

Amount	Accounting	Budget Year
2,805,000	1115 303505 3571 96458	FY 2009
711,485	1115 303505 3571 96458	FY 2010

For question please contract Steve Feese.

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2009, by and between the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), an urban county government organized and existing pursuant to the laws of the Commonwealth of Kentucky, and MACHINEX TECHNOLOGIES INC., ("Machinex") a corporation organized and existing under the laws of the State of Illinois.

RECITALS

It is hereby ascertained, determined and declared by the parties that:

A. LFUCG advertised for bid proposals for Modifications to Existing Single Stream Materials Recycling Facility (RFP 37-2008).

B. Machinex submitted its Proposal in response to RFP 37-2008 on October 29, 2008 (Machinex Proposal # MTI-01262) and was the successful bidder.

C. Machinex has agreed to perform all work necessary to complete the modifications to LFUCG's Material Recycling Facility ("MRF") as provided in its Proposal (# MTI-01262).

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, including the foregoing recitals, LFUCG and Machinex, each intending to be legally bound, agree as follows:

1. **DEFINITIONS.** In addition to the definitions set forth in the Contract Documents, the following definitions shall apply in this Agreement:

1.1 Agreement: This Agreement between LFUCG and Machinex.

1.2 Commencement Date: The date this Agreement has been signed by both parties, as set forth in the preamble.

1.3 Contract Documents: All bid documents related to RFP 37-2008, including the Advertisement for Bids, Information to Bidders, Machinex's Response to LFUCG's Invitation to Bid, General and Special Conditions, Basis for Payment, Form of Proposal, this Agreement, Bid Bond, Performance and Payment Bonds, Certificates of Insurance, Addenda and any other document(s) related to the bid or this Agreement.

1.4 Council: The Lexington Fayette Urban County Council of Fayette County, Kentucky.

2. REPRESENTATIONS AND WARRANTIES OF LFUCG. LFUCG represents warrants and agrees as follows:

2.1 Existence and Good Standing. LFUCG validly exists as a political subdivision in good standing under the laws of the Commonwealth of Kentucky.

2.2 Approval and Authorization. LFUCG has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to various enabling sections of the Kentucky Revised statutes. The Council has duly authorized the execution and delivery of this Agreement and LFUCG's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of LFUCG, enforceable in accordance with its terms.

3. REPRESENTATIONS AND WARRANTIES OF MACHINEX. Machinex represents and warrants as follows:

3.1 Existence and Good Standing. Machinex has been duly organized under the laws of Illinois and validly exists in good standing and is authorized to do business in Kentucky under the laws of the Commonwealth of Kentucky.

3.2 Approval and Authorization. Machinex has all requisite corporate power and authority to enter into and fully perform this Agreement. Machinex's execution and delivery of this Agreement and Machinex's performance of all of its duties and obligations contained herein have

been duly authorized by all necessary corporate action on the part of Machinex and this Agreement of Machinex is enforceable against Machinex in accordance with its terms.

3.3 Compliance with Laws. Machinex covenants and agrees that, in the performance of this Agreement, Machinex will comply, in all material respects, with any and all federal, state, and local laws applicable to Machinex, subject to Machinex's right to contest in good faith the interpretation, application and enforcement of any such laws.

3.4 Statements. To the best knowledge and belief of Machinex and its officials and employees no statement, information, representation or warranty of Machinex contained in this Agreement or furnished by or on behalf of Machinex in connection with the transactions contemplated in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

4. **TIME SCHEDULE.** Machinex acknowledges the importance to LFUCG of timely completion of the project which is the subject of this Agreement. The Project shall be completed within forty-six (46) weeks (322 days) of the Commencement Date or the Penalty for Late Completion provisions in the bid documents will apply.

5. **ACCESS.** LFUCG shall have the right to inspect any or all of Machinex's and any subcontractor's operations, facilities or records (excluding confidential financial records) related to this Agreement. LFUCG shall have access to the operations, materials, equipment and facilities of Machinex at any and all times during normal business hours or at any other time when there is activity of any kind at the MRF. Any such access by LFUCG, its agents and representatives, shall not unreasonably interfere with Machinex's operations.

6. **PAYMENT.** Payment to Machinex by LFUCG of the amounts contained in Machinex's proposal (#MTI-01262) shall be made pursuant to the terms of said proposal and this Agreement. Payment will be in stages as follows:

20% upon general layout approval

25% upon first equipment arrival on site

25% upon last equipment arrival on site

20% 20 days after beginning of installation

10% upon final completion of project

7. **TERMINATION.** Either party may terminate this Agreement upon an Event of Default under this Agreement and failure to cure pursuant to Section 9 below by the other party.

8. **EVENT OF DEFAULT.** For purposes of this Agreement, an Event of Default with respect to either party shall exist if any of the following events occur: (i) such party breaches or otherwise fails to observe any of the material terms or provisions of this Agreement; (ii) such party shall breach any material covenants, representations, or warranties in this Agreement.

9. **OBLIGATION TO CURE DEFAULT.** Prior to a party exercising its termination rights pursuant to Section 8, the non-defaulting party shall notify the defaulting party of the default. Each party shall in the case of any default of its obligations under this Agreement either (i) cure the default within thirty (30) days of receipt of written notice from the non-defaulting party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the default (the thirty (30) day period will be extended for so long as the defaulting party is actively and continuously pursuing such a course); provided, however, that in the event of the failure of any party to pay the other party any sum required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-defaulting party, together with interest accruing at the legal rate from the date payment was due.

10. **BONDING REQUIREMENTS.** Machinex shall furnish a **Performance Bond** or Irrevocable Letter of Credit and a **Labor and Material Payment Bond** or Irrevocable Letter of Credit for faithful performance of this agreement and for payment of all labor, material and equipment. Said bonds

or letter of credit are to be executed by a surety company or bank lawfully authorized to carry on business in the Commonwealth of Kentucky, and acceptable to LFUCG. Each bond or letter of credit shall be in the amount equal to **100 percent of the Design-Build Cost** for the work described in Machinex's proposal submission.

11. INSURANCE.

11.1 GENERAL

Machinex understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of Machinex to LFUCG.

As used in these Risk Management Provisions, the terms "MACHINEX" and "LFUCG" shall be defined as follows:

a. MACHINEX means the company and its employees, agents, servants, LFUCGs, principals, licensees, assigns and subcontractors of any tier.

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

11.2 INDEMNITY

Machinex agrees to defend, indemnify, and hold harmless LFUCG from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, out of Machinex's performance or breach of this Agreement provided that such claim is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the LFUCG or its agents and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial

responsibility or insurance requirements and shall survive the termination of this contract.

For purposes of this Indemnity Provision:

a. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Machinex's expense, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

b. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies and other causes of action of whatever kind.

c. The word "losses" includes, but is not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses that arise or are incurred as a result of personal injury, bodily injury or death or property damage, and liability arising under any Federal, State or Local law, regulation or ordinance.

d. Prior to and including the contract commencement date, LFUCG shall have the right to examine and inspect the job sites, at any time during reasonable business hours. LFUCG reserves the right to have its own engineers inspect the job sites for environmental compliance, but such right shall in no event relieve Machinex of its obligations hereunder.

11.3 FINANCIAL RESPONSIBILITY

Machinex understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

11.4 INSURANCE REQUIREMENTS

11.4.1 **Required Insurance Coverage**

Machinex shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Machinex.

11.4.1.1. **Commercial General Liability Insurance** providing coverage at least as broad as Insurance Services Office Form 0G0001 (10/01) with:

a. Primary coverage limits of not less than $1,000,000 per occurrence and a $2,000,000 aggregate for bodily injury and property damage.

b. Products-Complete Operations coverage.

c. Non-Owned Automobile coverage.

d. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."

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

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

a. Combined Single Limits not less than $1,000,000 per occurrence.

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

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

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

11.4.2. Acceptability of Insurers

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

11.4.3. Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the

policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

11.4.4. Verification of Coverage

Prior to award of bid, Machinex agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, Machinex shall provide LFUCG copies of all insurance policies, including all endorsements.

11.4.5. Right to Review, Audit and Inspect

Machinex understands and agrees that LFUCG may review, audit and inspect any and all of Machinex's records and operations to insure compliance with these Insurance Requirements.

11.5 SAFETY AND LOSS CONTROL

11.5.1. Machinex agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. Machinex shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the LFUCG.

11.5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of Machinex.

11.5.3. Machinex understands and agrees that the LFUCG shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all Machinex's records and documents as deemed necessary by the LFUCG to assure compliance with any and all of the provisions of this Contract and maximize the protection of the LFUCG. Safety on the job, however, remains solely the responsibility of Machinex.

11.6 DEFAULT.

Machinex understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. Machinex also agrees that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Machinex for any such insurance premiums purchased, or suspending or terminating this Contract.

12. **NOTICES.** Written notice, demand, or other communication required to be given under this Agreement by either party to the other shall be sufficiently delivered if it is dispatched by registered mail, postage prepaid, return receipt requested, or delivered personally to:

To LFUCG: **Director of Waste Management**
Lexington Fayette Urban County Government
675 Byrd Thurman Drive
Lexington, Kentucky 40510

To: Machinex:
Machinex Technologies Inc.
8770 W. Bryn Mawr Ave.
Suite 1300
Chicago, IL 60631
Attention: _____

13. **ASSIGNMENT AND SUBCONTRACTING.** No party to this Agreement shall assign its rights or obligations hereunder

in whole or in part without first giving sixty (60) days notice to, and obtaining the express written consent of, the other party, which consent shall not be unreasonably withheld.

14. FORCE MAJEURE. In the event Machinex or LFUCG is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of Machinex or LFUCG may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Immediately upon such event and continuing throughout the duration of such event, the parties shall each use their best efforts to remedy such event of Force Majeure as expeditiously as possible. Any time that Machinex or LFUCG intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, Machinex or LFUCG shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. If an event of Force Majeure materially and adversely increases either party's costs to perform under this Agreement, the parties agree to meet and negotiate in good faith regarding any adjustment in fees.

15. CONTRACT DOCUMENTS. The Contract Documents are hereby incorporated into this Agreement by reference as if fully set forth herein.

16. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconstitutional, or unenforceable, all remaining provisions of this Agreement shall not be affected and shall remain in full force and effect as if such provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal or enforceable. Notwithstanding the above, if the term of this Agreement is held to be invalid, illegal, or

unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

18. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

19. **CONSTRUCTION.** This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any of the parties hereto.

20. **ENTIRE AGREEMENT.** This Agreement, including the Contract Documents, constitutes the entire understanding between LFUCG and Machinex, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, LFUCG AND Machinex have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: _____ **By:** _____

Council Clerk **Jim Newberry, Mayor**

ATTEST: **MACHINEX TECHNOLOGIES INC.**

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

Memorandum

405-09

TO: Mayor Jim Newberry
Council Members

FROM: Andrea James

DATE: June 11, 2009

SUBJECT: Bluesheet request for NDBF

The Neighborhood Development Bond Fund (NDBF) Oversight Committee has approved several projects. Most of them can be handled through the divisions of government; the other 4 are able to be handled best by an agreement. Lansdowne NA, Cove Haven Cemetery, and Isaac Scott Hathaway Museum are the previous three projects that you have authorized an agreement for completion.The Art in Motion shelter at Elm Tree Lane and Third Street is the last of the four projects that requires an agreement.

Therefore, I would like to request authorization of an agreement with Art in Motion, Inc. for the artistic bus shelter at the corner of Elm Tree Lane and E. Third Street, at a cost not to exceed $35,950 through the NDBF.

Attached are the agreement and a rendering.

AGREEMENT FOR NEIGHBORHOOD DEVELOPMENT OR REDEVELOPMENT BOND ISSUE FUNDS

THIS 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, pursuant to KRS Chapter 67A (hereinafter "LFUCG"), and Art in Motion, Inc., a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

W I T N E S S E T H:

WHEREAS, LFUCG has approved several projects that would utilize previously issued Neighborhood Development and/or Redevelopment Bond funds; and

WHEREAS, the Art in Motion East End artistic bus shelter to be located at Third Street and Elm Tree Lane has been approved as such a project ("the Project"); and

WHEREAS, Art in Motion has agreed to undertake the completion of the Project.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, LFUCG AND ART IN MOTION AGREE AS FOLLOWS:

(1) Art in Motion shall complete the Project, which shall include, at a minimum, the labor and materials listed on Exhibit "A" hereto, which is attached and incorporated by reference, by no later than June 30, 2009.

(2) In return for the completion of the Project, LFUCG agrees to pay Art in Motion an amount not to exceed $35,950 (the "Funds"). Art in Motion understands and agrees that said amount will not necessarily cover the entire amount of expenditures necessary to complete the Project.

(3) The payment to Art in Motion shall be disbursed upon completion of the Project and sufficient documented evidence of costs, including but not limited to receipts of purchase of materials. The Government shall notify Art in Motion of the appropriate point of contact regarding verification of the completion of the Project and the disbursement of the funds.

(4) Art in Motion shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(5) Art in Motion further agrees that the use of the Funds is specifically limited to the completion of the Project.

(6) LFUCG shall in no way be responsible for the actions or inactions of Art in Motion, its employees, or agents in the performance of the Project. Art in Motion promises and agrees

that it will hold LFUCG harmless from any and all claims, demands, damages, or liability for personal injury, property damage, or loss of life or property, whatsoever, resulting from or in any way connected with the activities carried out pursuant to this Agreement.

(7) Art in Motion is solely responsible for obtaining adequate and appropriate insurance or other necessary coverage.

(8) Art in Motion's sole remedy for a breach of this Agreement by LFUCG shall be limited to the amount of the Funds.

(9) Art in Motion understands and agrees that the Funds are being provided by LFUCG, and not an individual or elected official, and shall make no representation otherwise.

(10) This Agreement may not be modified except by written agreement of LFUCG and Art in Motion. This Agreement shall not inure to the benefit of any other party.

(11) Art in Motion agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the Project.

(12) If, through any cause, Art in Motion shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if Art in Motion shall violate any of the covenants, agreements or stipulations of this Agreement, LFUCG shall thereupon have the right to terminate this Agreement by giving written notice to Art in Motion of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by Art in Motion shall, at the option of LFUCG, become its property and Art in Motion shall be entitled to receive just and equitable compensation for LFUCG's share of any satisfactory work completed pursuant to the Agreement. In no event shall this exceed the amount of the Funds specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, on the above-referenced date:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
JIM NEWBERRY, MAYOR

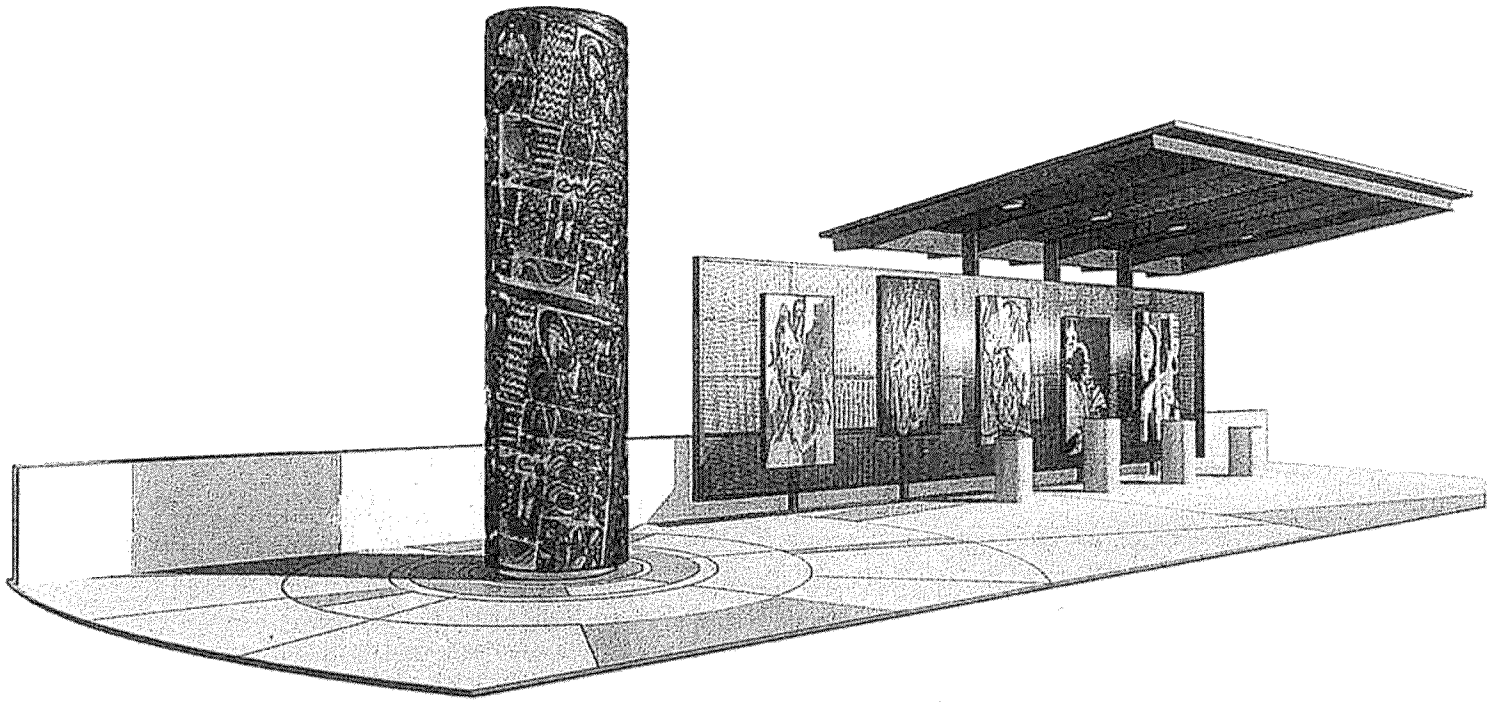
ART IN MOTION, INC.

BY: _____
YVETTE HURT, PRESIDENT

ATTEST:

_____

405-09



EOP

April 28, 2009

3rd And Elm Bus Stop Art Project
EOP Architects
Ben Simmons –Project Associates
Garry R. Bibbs - Artist

First, I am most appreciative that your firm considered me for this project. I am interested mainly because the 3rd and Elm and Midland areas are being historically restored, and I want to be part of this process. 3rd and Elm Street is the Lyric Theater area, and close to Dee Wee Street. All of these areas are where great Lexington, African Americans once lived and performed history-making achievements. Although this project is small is scale and scope, I find it as a project that can play a key role in rebirthing this important historical area. Today, I have prepared a concept presentation to give you, EOP, an opportunity to see what my vision is based on: concept/design, scale, material/technique, time-line, installation and cost. I am prepared for questions, and open for suggestions and changes in order to satisfy the project.

Title: "Lyrical Movement"

Scale: 16ft.(H) x 3-4ft. (w)

Material: (professionally painted) fabricated -mild steel

Concept:

EOP Associate, Ben Simmons informed me that the bus stop would deal with images and forms based on a musical theme. With this in mind, I versioned a very colorful, 16ft metal sculpture with active, abstract forms coming together to depict two dancers gestured in a musical rhyme. "Lyrical Movement" is the title- (A Lyric- means relating to poetry that often has a musical quality and expresses personal emotions of thoughts. A Movement – an act of changing location or position; a collective effort by a large number of people to try to achieve something, especially a political or social reform). These meanings help to define the objectives of the sculpture and how it captures the spirit of this historical area. Music and dance has always played a big part of the African American heritage. Both were used then and today to tell stories, give direct, and restore a sense of hope and faith for a better day. I have prepared two designs to review, discuss, suggest changes etc. I am prepared to make a scaled model at cost if one of the designs are selected.

Timetable- 2 to 3 months- I am prepared to work this summer; I can have sculpture ready to install June-July Months.

406-09 40

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

MEMORANDUM

TO: Mayor Jim Newberry

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

DATE: June 11, 2009

RE: Bridge Posting Requirements

We are requesting that the Mayor and Council authorize the signing of the attached "Statement of Compliance" bridge posting requirements.

Each year the Kentucky Department of Highways informs the LFUCG of our bridge weight limit posting needs. According to the attached memo from Mr. James E. Ballinger, P.E., Chief District Engineer, all substandard bridges in Fayette County were found to be properly posted, and therefore, are in compliance with the "National Bridge Inspection Standards, Bridge Posting Requirement". In order to remain in compliance with and be eligible to receive Federal Bridge Rehabilitation or Replacement funds, we must sign and return the attached form as soon as possible.

As of April, 2009 all bridge posting requirements have been met and were confirmed visually by Traffic Engineering. A copy of LFUCG Division of Traffic Engineering, posting inventory is included for review.

After signing, please return the form to us, and we will get it to the appropriate State personnel. Please call Andrew Grunwald or myself if you need additional information.

MR:AG:NT

Attachment

C: Bob Bayert, P.E.
Andrew Grunwald, P.E.
File

08.1000.116.Bridge Posting Requirements6-11-09.doc

406-09

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Bridge Posting Correlation

Transportation Cabinet #	Limit	Lexington Street	Posted
CR 034-5001-C00001	15	Hume Road	Yes
CR 034-5121-C00009	15	McCall's Mill Road	Yes
CR 034-5122-C00010	3	Grimes Mill Road	Yes
CR 034-9999-C00038	15	Malibu Drive	Yes
CR 034-9999-C00045	15	Beacon Hill	Yes

411-09 42

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry
Mayor

Tim Bennett
Commissioner

Memo

TO: Mayor Jim Newberry
Council Members

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

DATE: June 10, 2009

SUBJECT: Policy and Procedure Manual

The Policy and Procedure Manual for the Detention Center was ratified and adopted by the Council in 2007 by Ordinance No. 219-2007.

This Manual is ready for ratification by the Urban County Council, in accordance with Title 501 of the Kentucky Administrative Regulations

I respectfully ask your ratification and approval of the Manual. A blue sheet is enclosed and there is no budgetary impact.

A copy of the Policy and Procedure Manual was provided to the Department of Law for their examination and review.

Enclosure [blue sheet]

cc: Commissioner Tim Bennett, Public Safety

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Urban County Council

FROM: Department of Law

DATE: June 18, 2009

RE: Purchase of Service Agreement with the Explorium of Lexington

This is a request for approval of a Purchase of Service Agreement with the Explorium of Lexington to provide services to the community, at a cost not to exceed $203,060.00, for one year beginning July 1, 2009. This sum represents the amount proposed by the Mayor and approved by the Committee of the Whole. The agreement will not be signed until the budget is approved.

The attached represents a significant departure from our historical relationship with Explorium. LFUCG has always done the bookkeeping for Explorium and has provided liability, workers compensation and health insurance coverages.

The PSA for FY10 provides that Explorium will conduct its own bookkeeping effective July 1, 2009, and will provide all insurance coverages effective January 1, 2010.

Please adivse if you have questions.

Logan B. Askew
Commissioner, Department of Law

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Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: June 18, 2009

RE: FY 2010 Insurance Renewals
Excess Workers' Compensation, Property and International Package

These coverages must be renewed effective July 1, 2009. Below is a summary of each coverage.

WORKER'S COMPENSATION

We are self insured on this coverage up to $750,000. Our current insurer is New York Marine & General Insurance Company and our FY09 premium is $247,338, which is a rate of $.156/$100 payroll. Last year, we placed this insurance with New York Marine as it was the best quote.

KLC has solicited quotes from 10 different companies some of whom declined to make a proposal. New York Marine has proposed a premium of $258,930. This is based on the same base rate on our projected increased payroll. This is the best quote and represents an increase of approximately $11,500.

Collins & Company ["Collins"] has again proposed Third Party Administrator ["TPA"] and managed care services for a flat fee of $11,600 per month or $139,200 annually, plus 27% of all medical payment savings, which is the same as FY09.

As you know, we recently upgraded our RiskMaster software. As a result, we are in the process of setting up all claims reporting online into our system. Collins will have access to this web based system, and will prepare and mail all checks from our system. In addition, new Medicare/Medicaid reporting rules require reporting of workers' compensation medical bills over $600.00 to the federal government beginning July 2009. This service is being provided by Collins at no charge to LFUCG.

413-09

Given this upgrade of software and change in the claims reporting process, we are recommending that we not change adjusters at this time. Next year, we intend to solicit proposals from insurance adjusting services.

PROPERTY, BOILER & MACHINERY

This coverage protects us in the event that LFUCG property is damaged from an accident, fire, or weather. We now have a general deductible of $250,000, with varying smaller deductibles for certain property. This is based on a total property value of $547,390,224.

Our current property insurance program is placed with the Public Entity Property Insurance Program ["PEPIP"]. The FY 09 premium is $246,000, which is based on a rate of $.04/$100 property and includes $25,000 for claims adjusting through Collins. With the exception of auto damage claims of less than $100,000 handled in-house, Collins handles our property claims.

KLC solicited quotes from 12 insurers many of which declined to make a proposal. PEPIP has proposed the same insurance rate. Due to an independent assessment of all of our property this year (in prior years, this was done in-house), our total property replacement value increased considerably.

Recognizing that we would not replace certain buildings if destroyed, we reduced the values of the buildings itemized in the attached list. In the event of destruction of these buildings, LFUCG would recover the agreed upon value as opposed to the full replacement value up to a total of $500 million per occurrence. With these adjustments, we have scheduled property with a total value of $751,473,940 (an increase of $204,083,716 from FY09).

PEPIP offered the best quote in the amount of $283,031, which is a total increase of approximately $37,000 but an actual increase of $62,000 due to the payment of $25,000 for adjusting services.

For $22,000 less in premium, we can get the same insurance limits by increasing our deductible to $500,000. We think the benefit outweighs the savings and recommend keeping the $250,000 deductible.

We have only had one claim against our property insurer, when we sustained damage to a clarifier at the West Hickman Treatment Plant during heavy rains September 2006. The claim is still open with a current damage estimate of $340,000. We have recovered $60,000 from the insurance policy.

Although Collins adjusting services are available for $30,000, we believe that we can handle all property adjusting in-house given our claims history and propose we do so this year.

INTERNATIONAL PACKAGE

There is no change in the International Package over prior years, $1,000,000 per occurrence limit, $4,060.00 annual insurance premium, provided by Ace USA. This insurance insures all LFUCG officials while traveling outside of the United States for general, auto and employer's liability.

In view of the above, I recommend that you accept these proposals for FY10:

Workers Compensation	New York Marine	$ 258,930
Property Insurance	PEPIP	$ 283,031
International Insurance	ACE	$ 4,060

The funds are included in the proposed FY 2010 budget – General Insurance (1101 – 160902 – 0001 – 73101).

Effective November 1, 2009, we will be renewing our excess liability (auto, general, public officials) coverages. As you recall, we are proposing to have all coverages correspond to the fiscal year. Accordingly, we will be proposing coverage for either 7 months or 19 months.

Please advise if you have any questions.

Logan B. Askew, Commissioner

Enclosures

cc: Leslye Bowman, Director
Thomas Sweeney, Claims Manager

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Lexington-Fayette Urban County Government

Jim Newberry, Mayor

TO: Joseph Kelly, SAM
Urban County Councilmember
Jim Newberry, Mayor

FROM: Shaye Rabold, Chief of Staff

DATE: June 18, 2009

RE: Purchase of Service Agreement with the Roots and Heritage Festival, Inc. for the 2009 Roots and Heritage Festival – FY2010

Request Council approval of the PSA with the Roots and Heritage Festival, Inc. at a cost not to exceed $39,350 for the 2009 Roots and Heritage Festival to be held September 10 though September 30, 2009.

The festival celebrates the cultural heritage and unique history of the African American community with a parade, art exhibits, literary readings, midnight basketball, a golf tournament, film presentations, children's programming, theater, a comedy night, a health fair and ball, a nationally renowned speaker and a street festival.

The PSA and proposed funds are contingent on approval of the FY2010 Budget.

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

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT is made and entered into on or as of the ____ day of _____, 2009, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, and the **ROOTS AND HERITAGE FESTIVAL, INC.**, a Kentucky non-profit organization, (hereinafter "Organization"), P. O. Box 11712, Lexington, Kentucky 40544-1712.

WITNESSETH:

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

1. Government hereby retains Organization for the period beginning on July 1, 2009, and continuing for a period of sixth months from that date, unless within that period Government gives the Organization written notice of termination of this Agreement in which this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of Thirty Nine Thousand Three Hundred Fifty Dollars ($39,350.00) for performance of the services required by this Agreement, said services being more particularly described in the Addendum A which is attached hereto and incorporated herein by reference. In addition to the aforementioned sum, Government shall also provide the in-kind services being more particularly described in Addendum B which is attached hereto and incorporated herein by reference. Partial payments of the aforementioned sum shall be made by the Government to Vendors

within two weeks of receipt of invoices submitted by Organization for materials or services identified as relating to specific services listed in Addendum A or payments may be made to Organization with appropriate invoices or documentation.

3. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required thereunder.

4. Organization shall perform all duties and services included in the Addendum A attached hereto faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all local laws, ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances and regulations are mentioned herein, and shall indemnify and hold harmless Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. Organization represents that it has filed all federal, state and local tax returns as required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all the executed originals of the aforementioned tax returns filed for the most recent tax year for the Organization have been filed with the Government, and the Organization shall not be compensated unless and until such registration has taken place.

6. Organization shall defend, indemnify, and hold harmless Government from any and all claims, losses, demands, actions, costs and charges to which

Government may be subject or to which Government may have to pay by any reason of any injury to any person or property or loss of life or property, resulting from or in any way incidental to or connected with, that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from the Roots and Heritage Festival, unless said injury or loss arises from the negligence of Government or its employees. If Government or any such persons are made a party to any litigation commenced by or against the Organization, the Organization agrees to protect, defend and hold Government and/or any such persons harmless therefrom and to pay all costs and reasonable attorney fees incurred or paid by Government or any such person in connection with such litigation.

7. Organization shall, at its sole cost and expense, procure and continue in force during the Roots and Heritage Festival, including, but not limited to, (i) commercial general liability insurance which shall cover both participants and spectators, including $100,000 fire legal liability with reference to Government's premises, in the principal amount of one million dollars ($1,000,000) per occurrence and two million dollar ($2,000,000) general aggregate for property damage and bodily injury in respect to each occurrence for a minimum of the following [number of days] ( ) days: September , and October , 2009, for all events scheduled on those days, (ii) hired and non-owned automobile coverage for one million dollars ($1,000,000) combined single limit, only if Government vehicles will be utilized for the Festival, and, (iii) liquor liability in the amount of one million dollars ($1,000,000), only if alcohol is to be sold at any event held on Government property. All policies must include, and shall name, the "Lexington Fayette Urban County Government" as an "additional insured" under the terms of the Policy.

8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments, and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters, and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers, and affairs of the Organization at all reasonable times, and, if it desires, it may have the books and papers of the Organization audited and examined by auditors, accountants, or attorneys. Any examination shall be at the expense of the Government.

9. 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 as agent of the Government.

10. Organization will provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, disability or sexual orientation, and shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal opportunity shall apply to every aspect of its employment policies and practices.

11. Organization acknowledges and agrees that its employees or agents are not employees of Government any purpose whatsoever. Organization is an independent contractor at all times during the performance of the services specified.

12. Organization will not assign the performance of its services under this agreement without the prior written approval of Government.

13. The terms of this Agreement shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. Any ambiguity is to be construed in favor of Government. The venue for any litigation related to this Agreement shall be in the court of competent jurisdiction in Fayette County, Kentucky.

14. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or Government.

15. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

16. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

17. With respect to this Agreement, Government and Organization bind themselves, their partners, successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of the other party.

18. This instrument, and the Addendum incorporated herein, 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: _____
JIM NEWBERRY, MAYOR

THE ROOTS AND HERITAGE FESTIVAL, INC.

BY: _____
KIMBERLY HENDERSON BAIRD
CHAIR

ADDENDUM A – 2009

The description of the purpose and services provided by the Roots & Heritage Festival, Inc. is as follows:

The purpose of the Roots & Heritage Festival is to create an atmosphere for the celebration of cultural diversity. By exposing the community to the history and achievements of African-Americans, and by offering a variety of art, educational and cultural activities, the Festival serves as a forum to unite people while promoting cross-cultural communication and understanding.

More specifically, the Roots and Heritage Festival, Inc. will provide the following community events during the months of September and October, 2008:

Thursday, September , 2009
Art Exhibit

Friday, September , 2009
Art Exhibit
Stage #1 Blues in the Street featuring _____
Street Festival

Saturday, September , 2009
Parade
Street Festival
Stage #1 featuring _____

Sunday, September , 2009
Soulful Sunday Gospel Celebration featuring _____
Street Festival

Thursday, September , 2009
Comedy Show featuring _____

Saturday, September , 2009
Concert featuring _____

Saturday, September , 2009
Step Show
Basketball Tournament

Saturday, October , 2009
Heritage Ball

ADDENDUM B - 2009

In addition to payment in the amount of $39,350 the Government also agrees to provide the following services from its department and divisions:

1. **Division of Streets and Roads**
   Services: Labor
   Estimated Costs: $1750 Street Festival (Friday and Saturday only)
   Staff Hours: 4 hours

2. **Division of Solid Waste**
   Services: Labor, Equipment and Porta Johns
   Estimated Costs: $13,111 Street Festival (Friday and Saturday only)
   Staff Hours: 500 hours

3. **Division of Parks and Recreation**
   Services: Labor/Rental/Equipment
   Estimated Costs: $16,400 Street Festival (Friday through Sunday)
   Staff Hours: 3 days

4. **Division of Police**
   Services: Labor (Patrol/Traffic Control)
   Estimated Costs: $34,020 Street Festival (Friday through Sunday)
   Staff Hours: 1266 hours

5. **Public Information Office**
   Services: Photography Costs
   Estimated Costs: $400 Street Festival (Friday and Saturday only)
   Staff Hours: 1 day + 5 hours of compensatory time

6. **Council Office:**
   Services: Labor/Materials
   Estimated Costs: $6,678
   Staff Hours: 300-350

7. **General Services-Mail Room:**
   Services: Mailings, signage, etc. (July through September 2009)
   Estimated Costs: $400-$500
   Staff Hours: NA

8. **Division of Fire & Emergency Services, Emergency Medical Services**
   Services: Street Festival
   Estimated Costs: $6,450 Street Festival (Friday through Sunday)
   Staff Hours: 129 hours

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URBAN COUNTY COUNCIL

PLANNING COMMITTEE SUMMARY

June 16, 2009

The Planning Committee was convened at 1:00 PM. All committee members were present. CM Martin attended as a non voting member.

I. Loudon Ave. Widening Project - James

A written update was included in today's packet. CM James gave some brief comments on the update. CM Gorton asked if she was comfortable with this update being submitted as the final report. James responded no, she would like to be able to provide another follow up. Gorton asked for an approximate timeline, to which James replied hopefully next week.

CM Gorton opened the floor to questions or discussion of this item and there was none.

2. Downtown Master Plan

The packet included status report of 16 recommendations from the plan and a brief overview of "formed based building" guidelines. CM Gorton announced a joint Planning Committee, Planning Commission workshop at 9:00 a.m. on June 30, 2009 at the library. Chris King, Planning to have a presentation. Paul Schoninger, council office staff distributed handouts showing status of each recommendation. He suggested addressing any questions today or have Harold Tate, DDA give a presentation at a later date.

CM James asked why Mr. Tate was not at today's Planning Committee meeting and was told he was unable to attend due to a scheduling conflict.

CM Lawless said she would like to see the council adopt the downtown master plan perhaps via a resolution.

CM Beard asked Lawless about each individual recommendation or if the plan should be adopted in its entirety.

CM James said DDA was an authority referring to article 40 of the Code of Ordinances and did not understand the need for council to adopt its plan.

CM Gorton explained the council has the option of voting on an item referred to a committee.

CM Stinnett said the question was how to implement the list of recommendations. He said we need to review the list and check off issues that may have already been dealt with.

CM McChord talked about some boards being in more of an advisory capacity and he would like to see the full council recognize perhaps a flaw that DDA is an authority. He would like to see more in-depth research of the downtown master plan and does not recommend adopting it across the board.

CM Lawless agreed some of the recommendations are vague but said she was in favor of adopting the master plan as a reference guide on how to move forward.

Motion by Lawless to move forward to the full council a request to adopt the downtown master plan, seconded by Blues

Discussion:

CM Martin said the plan is a visionary concept and not an action plan. He said council should decide to adopt and provide DDA instructions in more of a strategic plan on how to carry out the recommendations. He said at this stage, the plan is more of a frame work.

CM James provided committee members with a copy of article 40 talking about creation of DDA. She asked Mr. King for background on establishment of DDA. He said DDA was created as an agency dedicated specifically to downtown. James questioned the intention of voting to adopt the master plan.

CM Beard said a problem with the plan was it did not reach outside the realm of downtown and said some items proposed were not acceptable and adopting all the recommendations is very finite. He agrees with some recommendations but not all.

CM Blues explained why he seconded the motion on the floor, saying he agrees the council should further review each recommendation. He agreed adoption would provide council with goals and directions and is in favor of moving the plan forward.

CM Lawless said even though DDA spearheaded the study they do not have the ability to carry out the entire plan, she would like to see other entities brought on board to share in implementation.

CM James said she was not against adopting the plan, but rather establishment of power and authority, referring to Article 40 and council's role. She said she wants to ensure DDA has the authority to do what it needs to do.

CM Feigel suggested checking the statue, the authority of DDA, and council's role.

CM Gorton covered each recommendation and what if anything has been done so far on each of them. She asked Mr. King what is his sense on what's happening with them. He agreed with recommendation to review, seeing what's already been done and what remains to be accomplished. Harold Tate was now in chambers. CM Gorton asked him to comment. He told the committee some of the recommendations did not require council approval and have been acted on; however, there are some that require council's help.

Mr. King said the Planning Commission was very supportive of the recommendations but did not agree with all the details of them.

CM James cautioned about assuming what DDA's role is, authority or advisory and about resending portion of article 40 regarding council's role.

CM Martin talked about DDA and his perception regarding its purpose and role. He said it is not necessarily a governmental authority. He explained the need to adopt in order to give direction because council approves spending and has a large stake in the downtown master plan, adding DDA has to come to council for funds to pursue the plan. He reiterated, it's a vision document and encourage the committee to vote to adopt.

CM Blues added the ultimate authority is the council who needs to be aggressively involved in downtown development.

VM Gray commented this action is important and hopes Mr. Tate is an advocate for council support of the plan.

Motion by Lawless to move forward to the full council a request to adopt the downtown master plan, seconded by Blues, passed 8 in favor, 1 nay by CM James

3. Items referred to Committee

Motion to remove Extended Stay Zoning Ordinance Text Amendment, seconded by CM James, passed without dissent.

Motion to adjourn at 2:47 pm