

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
October 31-November 7, 2011**

Monday, October 31

No Meetings

Tuesday, November 1

Planning & Public Works Committee Meeting.....1:00 pm
Council Chambers-2nd Floor Government Center

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

Wednesday, November 2

Itinerant Merchants Task Force Meeting.....10:00 am
Conference Room-5th Floor Government Center

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

Thursday, November 3

Affordable Housing Trust Task Force Meeting.....11:00 am
Conference Room-5th Floor Government Center

Waste Management Task Force Meeting.....3:00 pm
Conference Room-5th Floor Government Center

Council Meeting.....6:00 pm
Council Chambers-2nd Floor Government Center

Friday, November 4

No Meetings

Monday, November 7

No Meetings

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

October 25, 2011

Mayor Gray chaired today's work session meeting, beginning at 3:00 pm. All Council Members were present.

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

A motion by CM Ellinger to place on the docket without a hearing, #4 Ordinance-First Reading-an ordinance changing the zone from a Single Family Residential (R-1D) zone to a Planned Neighborhood Residential (R-3) zone for 5.0 net (5.74 gross) acres, with a conditional use permit, for property located at 564 Asbury Ln. (a portion of), subject to certain use restrictions imposed as conditions of granting the zone change (DMK Development Group, LLC), seconded by CM Myers, passed without dissent.

A motion by CM Ellinger to approve the docket as amended, seconded by VM Gorton, passed without dissent.

- III. Approval of Summary-Yes

A motion by VM Gorton to approve the summary from October 18, 2011, seconded by CM Crosbie, passed without dissent.

- IV. Budget Amendments-Yes

A motion by VM Gorton to approve budget amendments, seconded by CM Myers, passed without dissent.

V. New Business

- A. Authorization to enter into an agreement with Schrader & Robertson Commercial Auctioneers, LLC for the marketing and disposal of surplus property for the Department of General Services. (375-11) (Baradaran/Moloney)
- B. Authorization to approve renewal agreement with Bluegrass PRIDE for recycling, waste management, storm water and sanitary sewer education and outreach services for the Divisions of Waste Management and Environmental Policy for \$562,234. (376-11) (Bush/Taylor)
- C. Authorization to execute memorandum of agreement between various parties regarding the development of the Eastern State Hospital Property for use as the Bluegrass Community Technical College for the Division of Historic Preservation. (377-11) (Kerr/Moloney)
- D. Authorization to amend the FY12 Purchase of Service Agreement with Chrysalis House to reallocate remaining funds. (378-11) (Mills)
- E. Authorization to enter into an agreement with Advertising Vehicles for the production of "Smart911" transit advertisements to be posted in/on LexTran buses. (379-11) (Lucas/Mason)
- F. Authorization to enter into an agreement with Lamar Companies for the production and installation of "Smart911" billboard advertisements. (380-11) (Lucas/Mason)
- G. Authorization to approve fixed price offer for natural gas supplied under Columbia Gas of Kentucky's SVGTS tariff. (381-11) (Bush/Taylor)
- H. Authorization to enter into an agreement with J. Stowe & Company, Inc. to conduct an audit of utility franchise fee revenues from Kentucky Utilities, Columbia Gas of Kentucky and Blue Grass Energy Cooperative for \$45,760. (382-11) (Bush/Taylor)

- I. Authorization to enter into a lease agreement with Nursing Home Ombudsman Agency for space located at 1530 Nicholasville Road, Senior Citizens Center. (383-11) (Baradaran/Moloney)
- J. Authorization to amend Sections 4-12.3(e), 4-21(d) and 4-21.1 of the Code of Ordinances relating to Spay and Neuter Fund and grant program. (384-11) (Mason)

A motion by CM Blues to correct the amount in Item E to read as the FY Impact and Annual Impact totals on the Blue Sheet should actually reflect \$6,535, seconded by VM Gorton, passed without dissent.

A motion by CM Beard to approve New Business, A-J, seconded by CM Ellinger passed without dissent.

VI. Continuing Business / Presentations-Yes

A. 10.11.11 General Government Committee

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

B. 10.18.11 Social Services & Community Development Committee

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

C. 10.18.11 Public Safety Committee

This update was given by Chair CM Lawless. There was one motion to come forward.

A motion by CM Lawless to bring forward to full Council the Fireworks Ordinance, seconded by CM Blues, passed without dissent.

VII. Council Report

CM Beard-A motion by CM Beard to approve the NDF list for October 25, 2011, seconded by CM Ellinger, passed without dissent.

A motion by CM Beard to place on the docket for the October 27, 2011 Council Meeting a Resolution authorizing and directing the Division of Traffic Engineering, pursuant to Code of Ordinances Section 18-66, to install multiway stop controls at Bellefonte Drive and East Lowry Ln, seconded by VM Gorton, passed without dissent.

CM Myers-Asked Dir. of Building Inspection, Dewey Crowe, a question in respect to a daycare in a residential area.

CM Blues-A motion by CM Blues to place on the docket for October 27, 2011 an ordinance amending the Masterson Station Advisory Board from 20 to 19 members and allowing for members to be re-appointed for additional terms, seconded by VM Gorton, passed without dissent.

A motion by CM Blues to place on the docket for the October 27, 2011 Council Meeting an ordinance granting a waiver to the Richmond Road Landscape Plan (Ordinance No. 212-83) for 3043 Richmond Road, seconded by CM Kay, passed without dissent.

VII. Mayor's Report-None

VIII. Public Comment-Issues not on the agenda (including the Redistricting Plan)-Yes

Mayor Gray spoke first and explained the reason behind the administration's unpopular position for the proposed health insurance for the employees for calendar year 2012. Several employees spoke and asked questions. Also, several CMs spoke, asked questions, and gave comments about this issue. Briggs Cochran, answered questions from the consultants, Benefits Insurance Marketing, view. This discussion went on for a couple of hours.

A motion by CM Stinnett to approve a resolution authorizing and directing the mayor and administration to add an additional \$1.9 million to buy down the health insurance rates based on the 2011 platinum rates for all employees (including retirees) (that is changing the health care rates not benefit dollars), seconded by CM McChord, passed without dissent.

CM Lawless cautioned all motorists that a new multiway stop control signal will be installed at Old Park and Central Ave on 10.28.11.

X. Adjournment

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

Work session was adjourned at 6:06 pm.

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

November 1, 2011

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary – Yes, October 25, 2011, pp.1-5**
- IV. Budget Amendments – Yes, p.9**
- V. New Business-Yes, pp.11-61**
- VI. Continuing Business / Presentations**
 - A. 10.25.11 Budget & Finance Committee-CM Ellinger (separate)**
 - B. 2011 Leaf Collection-Tim Clark, Park Maint. Supt., pp. 62-71**
 - C. Bluegrass Economic Advancement Movement (BEAM) Update-Kevin Atkins, Chief Development Officer, pp.72-82**
- VII. Council Reports**
- VIII. Mayor's Report –Yes**
- IX. Public Comment – Issues Not on Agenda**
- X. Adjournment**

ADMINISTRATIVE SYNOPSIS

November 1, 2011

New Business Items

- A. Authorization to amend Section 21-5 of the Code of Ordinances creating one (1) position of Safety Specialist (Grade 115E) and one (1) position of Administrative Specialist Sr. (Grade 112N) in the Division of Waste Management. (385-11) (Jarvis/Taylor)
This is a request to amend Section 21-5 of the Code of Ordinances creating one (1) position of Safety Specialist (Grade 115E) and one (1) position of Administrative Specialist Sr. (Grade 112N) in the Division of Waste Management. The creation of these positions will be funded by the vacant Construction Manager funds with the additional cost of \$1,909.32 coming out of fund balance. A budget amendment is in process.**p.11**
- B. Authorization to execute Facility Usage Agreements with various youth fall baseball leagues for the Division of Parks and Recreation. (390-11) (Hancock/Moloney)
This is a request to authorize the execution of facility usage agreements with various youth fall baseball leagues for the Division of Parks and Recreation.**pp.12-29**
- C. Authorization to execute a Facility Usage Agreement with the Hyatt Regency Lexington on behalf of the Division of Parks and Recreation for the 2012 Bluegrass Invitational Wheelchair Tournament. (393-11) (Hancock/Moloney)
This is a request to execute a facility usage agreement with the Hyatt Regency Lexington on behalf of the Division of Parks and Recreation for the 2012 Bluegrass Invitational Wheelchair Tournament. The total cost for food and banquet services is \$2,500. Funds are budgeted.**p.30**
- D. Authorization to enter into short-term telecommunications franchise agreements. (392-11) (Moloney)
This is a request to execute short-term telecommunications franchise agreements. The current agreements expire in December 2011. In order to allow an appropriate period of time to negotiate longer term franchises, these short-term agreements are requested not to exceed one year.**pp.31-51**
- E. Authorization to execute partial release of Detention Easement on property located at 1700 Leestown Road. (387-11) (Graham)
This is a request to authorize the execution of a partial release of detention easement releasing a portion of a detention easement on property located at 1700 Leestown Road.**pp.52-54**

- F. Authorization to accept Derby Landing into the public right-of-way pursuant to the Private Street Acceptance Policy. (386-11) (Taylor)
This is a request to accept Derby Landing into the public right-of-way pursuant to the Private Street Acceptance Policy. The findings supporting this request have been approved by the Planning Commission.**pp.55-56**
- G. Authorization to execute Change Order No. 2 with Marrillia Design and Construction for the Lexington Streetscape Phase One Vine Street Project in the amount of \$14,711.75. (389-11) (Bush/Taylor)
This is a request to execute Change Order No. 2 with Marrillia Design and Construction for the Lexington Streetscape Phase One Vine Street Project in the amount of \$14,711.75. The new contract total is \$1,764,083.82. The change order adds and deletes units needed for construction. Funds are budgeted.**pp.57-59**
- H. Authorization to accept grant award from Kentucky Department of Military Affairs, Division of Emergency Management for FY2012 Emergency Management Assistance Project in the amount of \$119,108.21. (391-11) (Gooding/Mason)
This is a request to accept grant award from Kentucky Department of Military Affairs, Division of Emergency Management for FY2012 Emergency Management Assistance Project in the amount of \$119,108.21. Funds are used to offset personnel and operating costs in the Division of Emergency Management/911 for the support of emergency preparedness activities in Fayette County. A local match of \$119,108.21 (50%) is required. The match is partially budgeted (\$112,000) in the FY2012 General Fund budget for Division of Emergency Management/911 and a budget amendment is in process for the remaining balance.**p.60**
- I. Authorization to submit grant application to the Kentucky Energy and Environment Cabinet, and to accept award if offered, for the continuation of the Litter Abatement Grant Funding Program in Fayette County- FY2012. (388-11) (Gooding/Taylor)
This is a request to submit a grant application to the Kentucky Energy and Environment Cabinet, and to accept award if offered, for the continuation of the Litter Abatement Grant Funding Program in Fayette County- FY2012. If approved, the state financial assistance will be used to support personnel costs of employees whose jobs include the picking up of roadway litter, the costs of inner-city and rural Adopt-A-Spot programs and educational programs. The FY2012 budget is based on the FY2011 award of \$138,921.33.**p.61**

Budget Amendment Request List

9

| | | | | | |
|----------------|-------|-----------------|---------------------------|--------------------|--------------|
| JOURNAL | 55856 | DIVISION | Government Communications | Fund Name | General Fund |
| | | | | Fund Impact | 960.00 |
| | | | | | 960.00CR |
| | | | | | .00 |

To provide funds for emergency overtime account for GTV3 by decreasing funds for network connectivity and cellphones that are not needed.

| | | | | | |
|----------------|-------|-----------------|-----------------------------------|--------------------|--------------|
| JOURNAL | 55924 | DIVISION | Enhanced 911/Emergency Management | Fund Name | General Fund |
| | | | | Fund Impact | 7,108.21 |
| | | | | | 7,108.21CR |
| | | | | | .00 |

To increase grant match and payroll recovery for Emergency Management - 2012.

| | | | | | |
|----------------|-------|-----------------|------------------|--------------------|-------------|
| JOURNAL | 55920 | DIVISION | Waste Management | Fund Name | Urban Fund |
| | | | | Fund Impact | 202,000.00 |
| | | | | | 70,000.00CR |
| | | | | | 132,000.00 |

To provide funds for one round of leaf collection for FY 2012 by transferring funds for fuel and maintenance expenses from Waste Management and creating budgets for other necessary accounts in Parks and Recreation by decreasing fund balance.

| | | | | | |
|----------------|----------|-----------------|-----------------------------|--------------------|----------------------|
| JOURNAL | 55925-26 | DIVISION | Grants and Special Programs | Fund Name | US Dept Homeland Sec |
| | | | | Fund Impact | 238,216.42 |
| | | | | | 238,216.42CR |
| | | | | | .00 |

To establish grant budget for Emergency Management - 2012.

| | | | | | |
|----------------|----------|-----------------|-----------------------------|--------------------|--------------|
| JOURNAL | 55921-22 | DIVISION | Grants and Special Programs | Fund Name | Grants State |
| | | | | Fund Impact | 3,000.00 |
| | | | | | 3,000.00CR |
| | | | | | .00 |

To rebudget Waste Tire 2012 funding from the Division of Environmental Policy to the Division of Waste Management.

BUDGET AMENDMENT REQUEST SUMMARY

| | | | |
|------|------|------------------------------------|------------|
| Fund | 1101 | General Service District Fund | .00 |
| Fund | 1115 | Urban Service District Fund | 132,000.00 |
| Fund | 3200 | US Department of Homeland Security | .00 |
| Fund | 3400 | Grants - State | .00 |

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS**10**

If the New Business item listed below is on the Agenda, approval 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 |
|----------------------|-------------------|------------------|--|
| 385-11 | RW 0015 | Waste Management | To create one position of Safety Specialist (115E) and one position of Administrative Specialist Sr (112N) in the Division of Waste Management by decreasing funds for one position of Construction Manager and decreasing fund balance. |
| A | | | 1115 3,695.00 1115 1,790.00CR 1,905.00* |

EFFECT ON FUND BALANCES

| | | |
|-----------|-----------|---|
| FUND 1115 | 1,905.00* | DECREASE TO: URBAN SERVICES DISTRICT FUND |
|-----------|-----------|---|



385-11
11

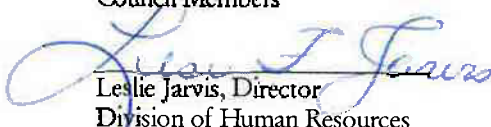
Lexington-Fayette Urban County Government
DIVISION OF HUMAN RESOURCES

Jim Gray
Mayor

Janet Graham
Commissioner

M E M O R A N D U M

TO: Jim Gray, Mayor
Richard Moloney, Chief Administrative Officer
Council Members

FROM: 
Leslie Jarvis, Director
Division of Human Resources

DATE: October 18, 2011

SUBJECT: Create positions – Division of Waste Management

The attached action amends Section 21-5 of the Code of Ordinances creating one (1) position of Safety Specialist (Grade 115E) and one (1) position of Administrative Specialist Sr. (Grade 112N) in the Division of Waste Management, effective upon passage by Council.

The Division of Waste Management has realized a need for the requested positions. The position of Safety Specialist will be responsible to oversee heavy equipment driver training programs for all new and existing Equipment Operator Sr. positions as well as safety orientation on heavy equipment for new refuse collectors. The Administrative Specialist Sr. duties would include administrative support to the Division Director and staff at three (3) locations, payroll processing, attendance for approximately 200 employees, Kronos timekeeping training and some programming, as well as PeopleSoft self service support.

A position of Construction Manager was funded in the adopted FY 12 Urban Services Fund. The creation of these positions will use the Construction Manager funds with the additional cost coming out of fund balance. The fiscal impact for FY 2012 will be a cost of \$1,909.32 (15 pay periods includes benefits) to the Urban Services Fund.

| Name | Position Title | Annual Salary Before | Annual Salary After | Annual Increase/Decrease |
|---|-------------------------------|----------------------|---------------------|--------------------------|
| Funded | Construction Manger | \$81,993.60 | \$0 | \$(81,993.60) |
| Vacant | Safety Specialist | \$0 | \$45,059.30 | \$45,059.30 |
| Vacant | Administrative Specialist Sr. | \$0 | \$34,492.90 | \$34,492.90 |
| Total Annual Impact/ Salary and Benefits \$3,309.48 | | | | |

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

Attachment

Log # 12-0016



390-11
12

Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES
Division of Parks and Recreation

Jim Gray
Mayor

Jerry E. Hancock
Director

MEMORANDUM

To: Jim Gray, Mayor
Urban County Council Members

FROM:


Jerry Hancock

RE: Facility Usage Contract

DATE: October 19, 2011

This is a request for Council approval of a Facility Usage Agreements between the Lexington-Fayette Urban County Government and various youth baseball leagues.

These agreements are for the purpose of providing youth sports for the youth of the community by utilizing Park facilities. The Agreements are for the fall leagues.

Please contact me if there are any questions.

CC: Richard Moloney

JEH/bac

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Bluegrass Girls Fastpitch**

Name of Park(s): **Cardinal Run Park/Gainesway Park/Kirklevington Park**

Name/location of Field # 1: **Gainesway Field**

Name/location of Field # 2: **Cardinal Run Field 7**

Name/location of Field # 3: **Cardinal Run Field 8**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 1, 2011** To **October 15, 2011**

Times (Daily Schedule) Field # 1

| | | |
|-----------|-------------|---------|
| Monday | From 3:00pm | To Dark |
| Tuesday | From 3:00pm | To Dark |
| Wednesday | From 3:00pm | To Dark |
| Thursday | From 3:00pm | To Dark |
| Friday | From 3:00pm | To Dark |
| Saturday | From 8:00am | To Dark |
| Sunday | From 1:00pm | To Dark |

Times (Daily Schedule) Field # 2

| | | |
|-----------|-------------|------------|
| Monday | From 3:00pm | To 11:00pm |
| Tuesday | From 3:00pm | To 11:00pm |
| Wednesday | From 3:00pm | To 11:00pm |
| Thursday | From 3:00pm | To 11:00pm |
| Friday | From 3:00pm | To 11:00pm |
| Saturday | From 8:00am | To 11:00pm |
| Sunday | From 1:00pm | To 11:00pm |

Times (Daily Schedule) Field # 3

| | | |
|-----------|-------------|------------|
| Monday | From 3:00pm | To 11:00pm |
| Tuesday | From 3:00pm | To 11:00pm |
| Wednesday | From 3:00pm | To 11:00pm |
| Thursday | From 3:00pm | To 11:00pm |
| Friday | From 3:00pm | To 11:00pm |
| Saturday | From 8:00am | To 11:00pm |
| Sunday | From 1:00pm | To 11:00pm |

Times (Daily Schedule) Field # 4

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |
| Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ |

Times (Daily Schedule) Field # 5

| | | |
|--------|------------|----------|
| Monday | From _____ | To _____ |
|--------|------------|----------|

Times (Daily Schedule) Field # 6

| | | |
|--------|------------|----------|
| Monday | From _____ | To _____ |
|--------|------------|----------|

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Eastern Little League**

Name of Park(s): **Ecton Park/Lansdowne-Merrick Park**

Name/location of Field # 1: **Ecton Upper Baseball Field (usage stipulations in addendum)**

Name/location of Field # 2: **Ecton Lower Baseball Field (usage stipulations in addendum)**

Name/location of Field # 3: **Lansdowne-Merrick Upper Baseball Field**

Name/location of Field # 4: **Lansdowne-Merrick Lower Baseball Field**

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 22, 2011** To **October 15, 2011**

Times (Daily Schedule) Field # 1*

**see attached addendum for specific usage stipulations*

| | | |
|-----------|---------------|---------|
| Monday | From 3:00pm | To Dark |
| Tuesday | From 3:00pm | To Dark |
| Wednesday | From 3:00pm | To Dark |
| Thursday | From 3:00pm | To Dark |
| Friday | From 3:00pm | To Dark |
| Saturday | From 8:00am** | To Dark |
| Sunday | From 1:00pm | To Dark |

Times (Daily Schedule) Field # 2*

| | | |
|-----------|---------------|---------|
| Monday | From 5:00pm | To Dark |
| Tuesday | From 5:00pm | To Dark |
| Wednesday | From 5:00pm | To Dark |
| Thursday | From 5:00pm | To Dark |
| Friday | From 5:00pm | To Dark |
| Saturday | From 8:00pm** | To Dark |
| Sunday | From 1:00pm | To Dark |

Times (Daily Schedule) Field # 3

| | | |
|-----------|-------------|---------|
| Monday | From 3:00pm | To Dark |
| Tuesday | From 3:00pm | To Dark |
| Wednesday | From 3:00pm | To Dark |
| Thursday | From 3:00pm | To Dark |
| Friday | From 3:00pm | To Dark |
| Saturday | From 8:00am | To Dark |
| Sunday | From 1:00pm | To Dark |

Times (Daily Schedule) Field # 4

| | | |
|-----------|-------------|---------|
| Monday | From 3:00pm | To Dark |
| Tuesday | From 3:00pm | To Dark |
| Wednesday | From 3:00pm | To Dark |
| Thursday | From 3:00pm | To Dark |
| Friday | From 3:00pm | To Dark |
| Saturday | From 8:00am | To Dark |
| Sunday | From 1:00pm | To Dark |

Times (Daily Schedule) Field # 5

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |

Times (Daily Schedule) Field # 6

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |

FACILITY USAGE AGREEMENT
ADDENDUM

Addendum to facility agreement between the Lexington-Fayette Urban County Government, and the Eastern Little League.

1. Eastern Little League agrees to revise original schedule submitted to Athletics to reflect reasonable effort to move from 20% to 30% of fall games from the Ecton Park lower field to the Lansdowne-Merrick field.
2. Eastern Little League will schedule games on the Ecton Park lower field to start no later than 5:00pm.
3. No one is to use the batting cage at Ecton Park until 8:30 am on Saturdays. Signs are to be posted and Eastern Little League is expected to enforce this rule with all its members.
4. Eastern Little League is to keep Parks and Recreation Deputy Director, Chris Cooperrider, informed of all park improvements that are contemplated in advance of any construction or remodeling activity.
5. Eastern Little League executives and team leaders are expected to encourage all league participants and their families to park only in legal, signed parking spaces. Towing will be enforced.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: Lexington Fastpitch Softball

Name of Park(s): **Constitution Park**

Name/location of Field # 1: Constitution Softball Field

Name/location of Field # 2: Mary Todd

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 22, 2011 To October 15, 2011

Times (Daily Schedule) Field # 1

| | | |
|-----------|-----------|---------|
| Monday | From_3pm_ | To_11pm |
| Tuesday | From_3pm | To_11pm |
| Wednesday | From_3pm | To_11pm |
| Thursday | From_3pm | To_11pm |
| Friday | From_3pm | To_11pm |
| Saturday | From_8am | To_11pm |
| Sunday | From_1pm | To_11pm |

Times (Daily Schedule) Field # 2

| | | |
|-----------|-----------|---------|
| Monday | From_3pm | To_Dark |
| Tuesday | From_3pm_ | To_Dark |
| Wednesday | From_____ | To_____ |
| Thursday | From_3pm | To_Dark |
| Friday | From_____ | To_____ |
| Saturday | From_3pm | To_Dark |
| Sunday | From_____ | To_____ |

Times (Daily Schedule) Field # 3

| | | |
|-----------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |
| Wednesday | From_____ | To_____ |
| Thursday | From_____ | To_____ |
| Friday | From_____ | To_____ |
| Saturday | From_____ | To_____ |
| Sunday | From_____ | To_____ |

Times (Daily Schedule) Field # 4

| | | |
|-----------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |
| Wednesday | From_____ | To_____ |
| Thursday | From_____ | To_____ |
| Friday | From_____ | To_____ |
| Saturday | From_____ | To_____ |
| Sunday | From_____ | To_____ |

Times (Daily Schedule) Field # 5

| | | |
|---------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |

Times (Daily Schedule) Field # 6

| | | |
|---------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League:
- Northern Babe Ruth**

Name of Park(s): **Constitution Park**Name/location of Field # 1: **Constitution Babe Ruth Field**

Name/location of Field # 2:

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From
- August 15, 2011**
- To
- October 15, 2011**

Times (Daily Schedule) Field # 1

| | | |
|-----------|--------------|--------------|
| Monday | From_ 3:00pm | To_ 11:00pm |
| Tuesday | From_ 3:00pm | To_ 11:00pm |
| Wednesday | From_ 3:00pm | To_ 11:00pm |
| Thursday | From_ 3:00pm | To_ 11:00pm |
| Friday | From_ 3:00pm | To_ 11:00pm |
| Saturday | From_ 8:00am | To_ 11:00pm* |
| Sunday | From_ 1:00pm | To_ 11:00pm* |

***Effective September 18, 2011**

| | | |
|----------|-------------------|------------|
| Saturday | From_ 2:00am | To_ 6:00pm |
| Sunday | _ not available _ | |

Times (Daily Schedule) Field # 2

| | | |
|-----------|-----------|---------|
| Monday | From_____ | To_____ |
| Monday | From_____ | To_____ |
| Wednesday | From_____ | To_____ |
| Thursday | From_____ | To_____ |
| Friday | From_____ | To_____ |
| Saturday | From_____ | To_____ |
| Sunday | From_____ | To_____ |

Times (Daily Schedule) Field # 3

| | | |
|-----------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |
| Wednesday | From_____ | To_____ |
| Thursday | From_____ | To_____ |
| Friday | From_____ | To_____ |
| Saturday | From_____ | To_____ |
| Sunday | From_____ | To_____ |

Times (Daily Schedule) Field # 4

| | | |
|-----------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |
| Wednesday | From_____ | To_____ |
| Thursday | From_____ | To_____ |
| Friday | From_____ | To_____ |
| Saturday | From_____ | To_____ |
| Sunday | From_____ | To_____ |

Times (Daily Schedule) Field # 5**Please note exception below:**

| | | |
|---------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |

Times (Daily Schedule) Field # 6

| | | |
|---------|-----------|---------|
| Monday | From_____ | To_____ |
| Tuesday | From_____ | To_____ |

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Northern Cal Ripken**

Name of Park(s): **Constitution Park/Kenawood Park/Marlboro Park**

Name/location of Field # 1: **Kenawood Field 1**

Name/location of Field # 2: **Kenawood Field 2**

Name/location of Field # 3: **Kenawood Field 3**

Name/location of Field # 4: **Marlboro Field**

Name/location of Field # 5: **Mary Todd Field**

Name/location of Field # 6:

2. Length of Contract: From **August 20, 2011** To **October 15, 2011**

Times (Daily Schedule) Field # 1

| | | |
|-----------|-------------|------------|
| Monday | From_3:00pm | To_11:00pm |
| Tuesday | From_3:00pm | To_11:00pm |
| Wednesday | From_3:00pm | To_11:00pm |
| Thursday | From_3:00pm | To_11:00pm |
| Friday | From_3:00pm | To_11:00pm |
| Saturday | From_8:00am | To_11:00pm |
| Sunday | From_1:00pm | To_11:00pm |

Times (Daily Schedule) Field # 2

| | | |
|-----------|-------------|---------|
| Monday | From 3:00pm | to Dark |
| Tuesday | From 3:00pm | to Dark |
| Wednesday | From 3:00pm | to Dark |
| Thursday | From 3:00pm | to Dark |
| Friday | From 3:00pm | to Dark |
| Saturday | From 8:00am | to Dark |
| Sunday | From 1:00pm | to Dark |

Times (Daily Schedule) Field # 3

| | | |
|-----------|-------------|---------|
| Monday | From_3:00pm | To_Dark |
| Tuesday | From_3:00pm | To_Dark |
| Wednesday | From_3:00pm | To_Dark |
| Thursday | From_3:00pm | To_Dark |
| Friday | From_3:00pm | To_Dark |
| Saturday | From_8:00am | To_Dark |
| Sunday | From_1:00pm | To_Dark |

Times (Daily Schedule) Field # 4

| | | |
|-----------|-------------|------------|
| Monday | From_3:00pm | To_11:00pm |
| Tuesday | From_3:00pm | To_11:00pm |
| Wednesday | From_3:00pm | To_11:00pm |
| Thursday | From_3:00pm | To_11:00pm |
| Friday | From_3:00pm | To_11:00pm |
| Saturday | From_8:00am | To_11:00pm |
| Sunday | From_1:00pm | To_11:00pm |

Times (Daily Schedule) Field # 5From March 15 through April 15, 2011

| | | |
|-----------|--------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From 5:00pm_ | To_Dark_ |
| Thursday | From _____ | To _____ |
| Friday | From 5:00pm_ | To_Dark_ |
| Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ |

Times (Daily Schedule) Field # 6

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |
| Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ |

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **South Lexington Babe Ruth**

Name of Park(s): **Shillito Park**

Name/location of Field # 1: **Shillito Field "A"**

Name/location of Field # 2: **Shillito Field "B"**

Name/location of Field # 3: **Shillito Field "C"**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 14, 2011** To **September 16, 2011**

Times (Daily Schedule) Field # 1

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>8:00am</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 2

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 3

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>8:00am</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 4

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |
| Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ |

Times (Daily Schedule) Field # 5

| | | |
|---------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |

Times (Daily Schedule) Field # 6

| | | |
|---------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **South Lexington Youth Baseball**

Name of Park(s): **Shillito Park/Southland Park/Meadowbrook Park**

Name/location of Field # 1: **Bambino Field at Shillito Park**

Name/location of Field # 2: **Bambino Field at Shillito Park**

Name/location of Field # 3: **Bambino Field at Shillito Park**

Name/location of Field # 4: **T-Ball Field at Shillito Park/plus T-Ball practice field**

Name/location of Field # 5: **Southland Park Little League Field (Laramie Road)**

Name/location of Field # 6: **Meadowbrook Park Field**

2. Length of Contract: From August 20, 2011 To October 2, 2011

Times (Daily Schedule) Field # 1

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>8:00am</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 2

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>8:00am</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 3

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>8:00am</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 4

| | | |
|-----------|--------------------|----------------|
| Monday | From <u>3:00pm</u> | To <u>Dark</u> |
| Tuesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Wednesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Thursday | From <u>3:00pm</u> | To <u>Dark</u> |
| Friday | From <u>3:00pm</u> | To <u>Dark</u> |
| Saturday | From <u>8:00am</u> | To <u>Dark</u> |
| Sunday | From <u>1:00pm</u> | To <u>Dark</u> |

Times (Daily Schedule) Field # 5

From March 7-April 15, 2011 ONLY

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 6

| | | |
|-----------|--------------------|----------------|
| Monday | From _____ | To _____ |
| Tuesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Wednesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Thursday | From <u>3:00pm</u> | To <u>Dark</u> |

Friday From 3:00pm To 11:00pm
 Saturday From 8:00am To 11:00pm
 Sunday From 1:00pm To 11:00pm

Friday From _____ To _____
 Saturday From _____ To _____
 Sunday From _____ To _____

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Southeastern Babe Ruth**

Name of Park(s): **Veterans Park**

Name/location of Field # 1: **Babe Ruth Game Field**

Name/location of Field # 2: **Babe Ruth Practice Field**

Name/location of Field # 3:

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From August 7, 2011 To October 15, 2011

Times (Daily Schedule) Field # 1

| | | |
|-----------|--------------------|-------------------|
| Monday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Tuesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Wednesday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Thursday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Friday | From <u>3:00pm</u> | To <u>11:00pm</u> |
| Saturday | From <u>8:00am</u> | To <u>11:00pm</u> |
| Sunday | From <u>1:00pm</u> | To <u>11:00pm</u> |

Times (Daily Schedule) Field # 2

| | | |
|-----------|--------------------|----------------|
| Monday | From <u>3:00pm</u> | To <u>Dark</u> |
| Tuesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Wednesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Thursday | From <u>3:00pm</u> | To <u>Dark</u> |
| Friday | From <u>3:00pm</u> | To <u>Dark</u> |
| Saturday | From <u>8:00am</u> | To <u>Dark</u> |
| Sunday | From <u>1:00pm</u> | To <u>Dark</u> |

Times (Daily Schedule) Field # 3

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |
| Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ |

Times (Daily Schedule) Field # 4

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |
| Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ |

Times (Daily Schedule) Field # 5

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |

Times (Daily Schedule) Field # 6

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Southeastern Cal Ripken Baseball**

Name of Park(s): **Veterans Park/Meadowbrook Park/River Hill Park/Johnson Heights**

Name/location of Field # 1: **Bambino Field at Veterans Park**

Name/location of Field # 2: **Bambino Field at Veterans Park**

Name/location of Field # 3: **Bambino Field at Veterans Park**

Name/location of Field # 4: **Bambino Field at Veterans Park**

Name/location of Field # 5: **River Hill Park/Crosby Field (*practice field only-NO GAMES*)**

Name/location of Field # 6: **Meadowbrook Field**

Name/location of Field # 7: **Johnson Heights***

2. Length of Contract: From September 1, 2011 To October 15, 2011

Times (Daily Schedule) Field # 1

| | | | | |
|-----------|------|---------------|----|----------------|
| Monday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Tuesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Wednesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Thursday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Friday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Saturday | From | <u>8:00am</u> | To | <u>11:00pm</u> |
| Sunday | From | <u>1:00pm</u> | To | <u>11:00pm</u> |

Times (Daily Schedule) Field # 2

| | | | | |
|-----------|------|---------------|----|----------------|
| Monday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Tuesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Wednesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Thursday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Friday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Saturday | From | <u>8:00am</u> | To | <u>11:00pm</u> |
| Sunday | From | <u>1:00pm</u> | To | <u>11:00pm</u> |

Times (Daily Schedule) Field # 3

| | | | | |
|-----------|------|---------------|----|----------------|
| Monday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Tuesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Wednesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Thursday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Friday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Saturday | From | <u>8:00am</u> | To | <u>11:00pm</u> |
| Sunday | From | <u>1:00pm</u> | To | <u>11:00pm</u> |

Times (Daily Schedule) Field # 4

| | | | | |
|-----------|------|---------------|----|----------------|
| Monday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Tuesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Wednesday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Thursday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Friday | From | <u>3:00pm</u> | To | <u>11:00pm</u> |
| Saturday | From | <u>8:00am</u> | To | <u>11:00pm</u> |
| Sunday | From | <u>1:00pm</u> | To | <u>11:00pm</u> |

Times (Daily Schedule) Field # 5

(*practice field only-NO GAMES*)

| | | | | |
|---------|------|---------------|----|-------------|
| Monday | From | <u>3:00pm</u> | To | <u>Dark</u> |
| Tuesday | From | <u>3:00pm</u> | To | <u>Dark</u> |

Times (Daily Schedule) Field # 6

| | | | | |
|---------|------|---------------|----|-------------|
| Monday | From | <u>3:00pm</u> | To | <u>Dark</u> |
| Tuesday | From | <u> </u> | To | <u> </u> |

| | | | | | |
|-----------|--------------------|----------------|-----------|--------------------|----------------|
| Wednesday | From <u>3:00pm</u> | To <u>Dark</u> | Wednesday | From <u> </u> | To <u> </u> |
| Thursday | From <u>3:00pm</u> | To <u>Dark</u> | Thursday | From <u> </u> | To <u> </u> |
| Friday | From <u>3:00pm</u> | To <u>Dark</u> | Friday | From <u>3:00pm</u> | To <u>Dark</u> |
| Saturday | From <u> </u> | To <u> </u> | Saturday | From <u>8:00am</u> | To <u>Dark</u> |
| Sunday | From <u>3:00pm</u> | To <u>Dark</u> | Sunday | From <u>1:00pm</u> | To <u>Dark</u> |

***NOTE: Field # 7 (Johnson Heights) – Contract Expires April 18, 2011**

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
3. No coach, manager, player or league official shall use divisional equipment or supplies at any time unless specifically authorized in writing by the division director or his designee.
4. Any permanent improvement(s) the League desires to add, build, etc., must be presented to the Director of the Division in writing (to include plans & specifications, etc.) and must have prior written approval of the Director of Parks and Recreation. All proposed capital improvements exceeding \$10,000 in value must be bonded (letter of credit acceptable) for the total value of the improvement.
5. The Division will no longer provide marking dust and diamond grit to leagues. The maintenance staff will mark and drag fields for games if fields are deemed playable, for the spring season only, and only as the budget allows. If more than 5 bags of diamond grit need to be used for a field, the field will be considered not playable and will not be marked. Additionally, if the league decides to add more infield mixture and play without authorization, the league will be responsible for repairing any damages to the field and hold harmless the LFUCG for any player injuries due to wet conditions.

C. MISCELLANEOUS

1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.
5. The League must submit a schedule of regular season games (to include make up days for rain outs, etc.) to the Division no later than two weeks in advance of the first game. The League must notify the Division of any schedule changes 24 hours in advance.
6. The League must submit a schedule of the teams practice times and field locations to the Division no later than two weeks in advance of the first practice. If a pattern of reserving but not using fields becomes apparent, the Division has the right to cancel this agreement in part or in total.
7. The League President or his/her designee will be the only contact with the Division.

All leagues are required to keep accurate up to date records and will be subject to demonstrate record checks have been done on any volunteer specified by Lexington Fayette Urban County Government.

2. The facility agreement only provides usage of the park facility at the time and location designated herein.
3. No participant may be turned away or excluded from participation. If exceptions arise, permission is to be requested in writing from the Director of Parks and Recreation.
4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Southwest Lexington Pony Baseball, Inc.**

Name of Park(s): **Garden Springs Parks/Cardinal Run Park (as agreed with CR Board)**

Name/location of Field # 1: **Cardinal Run Fields for game use only (as agreed with CR Board)**

Name/location of Field # 2: **Airport Field**

Name/location of Field # 3: **Airport Field**

Name/location of Field # 4:

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **August 29, 2011** To **October 15, 2011**

Times (Daily Schedule) Field # 1

| | |
|-----------|------------------------------|
| Monday | Use of Cardinal Run |
| Tuesday | Fields as agreed with |
| Wednesday | Western Little League |
| Thursday | |
| Friday | |
| Saturday | |
| Sunday | |

Times (Daily Schedule) Field # 2

| | | |
|-----------|--------------------|----------------|
| Monday | From <u>3:00pm</u> | To <u>Dark</u> |
| Tuesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Wednesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Thursday | From <u>3:00pm</u> | To <u>Dark</u> |
| Friday | From <u>3:00pm</u> | To <u>Dark</u> |
| Saturday | From <u>8:00am</u> | To <u>Dark</u> |
| Sunday | From <u>1:00pm</u> | To <u>Dark</u> |

Times (Daily Schedule) Field # 3

| | | |
|-----------|--------------------|----------------|
| Monday | From <u>3:00pm</u> | To <u>Dark</u> |
| Tuesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Wednesday | From <u>3:00pm</u> | To <u>Dark</u> |
| Thursday | From <u>3:00pm</u> | To <u>Dark</u> |
| Friday | From <u>3:00pm</u> | To <u>Dark</u> |
| Saturday | From <u>8:00am</u> | To <u>Dark</u> |
| Sunday | From <u>1:00pm</u> | To <u>Dark</u> |

Times (Daily Schedule) Field # 4

| | | |
|-----------|------------|----------|
| Monday | From _____ | To _____ |
| Tuesday | From _____ | To _____ |
| Wednesday | From _____ | To _____ |
| Thursday | From _____ | To _____ |
| Friday | From _____ | To _____ |
| Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ |

Times (Daily Schedule) Field # 5

Times (Daily Schedule) Field # 6

| | | | | | |
|-----------|--------------------|----------------|-----------|------------|----------|
| Monday | From <u>6:15pm</u> | To <u>Dark</u> | Monday | From _____ | To _____ |
| Tuesday | From <u>6:15pm</u> | To <u>Dark</u> | Tuesday | From _____ | To _____ |
| Wednesday | From <u>6:15pm</u> | To <u>Dark</u> | Wednesday | From _____ | To _____ |
| Thursday | From <u>6:15pm</u> | To <u>Dark</u> | Thursday | From _____ | To _____ |
| Friday | From <u>6:15pm</u> | To <u>Dark</u> | Friday | From _____ | To _____ |
| Saturday | From <u>8:00am</u> | To <u>Dark</u> | Saturday | From _____ | To _____ |
| Sunday | From _____ | To _____ | Sunday | From _____ | To _____ |

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

B. MAINTENANCE AND CONSTRUCTION OF FIELDS AND STRUCTURES

1. The Division reserves the right to add to, repair or make any changes it deems necessary to the facility. Normal maintenance or the maintenance requested by the League will be provided **as the Division's budget would allow.**
2. Any request for pre-season maintenance repairs must be submitted in writing to the Superintendent of Parks Maintenance by October 1 to allow for these projects to be reviewed and/or scheduled into the normal work periods, budget permitting.
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1. The League will be responsible for securing all umpires and scorekeepers to officiate their games.
2. The League will be responsible for inspecting the field before each game and will assume responsibility for any safety problems.
3. The League must submit a certificate of all insurances to the Division before the first use of the facility each season. The Lexington Fayette Urban County Government must be included as an Additional Insured.
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4. The League shall abide by all local, state, and federal laws regarding all activities, including but not limited to employment, labor, revenue, and construction.

A. FACILITY:

1. Name of League: **Western Little League**

Name of Park(s): **Wolf Run Park/Valley Park/Cardinal Run Park (as agreed with CR Board)**

Name/location of Field # 1: **Wolf Run Major League Field**

Name/location of Field # 2: **Wolf Run Minor League Field**

Name/location of Field # 3: **Wolf Run T-Ball Field**

Name/location of Field # 4: **Cardinal Run Fields for game use only (as agreed with CR Board)**

Name/location of Field # 5:

Name/location of Field # 6:

2. Length of Contract: From **September 5, 2011** _ To **October 7, 2011**

Times (Daily Schedule) Field # 1

| | | |
|-----------|-------------|---------|
| Monday | From_3:00pm | To_Dark |
| Tuesday | From_3:00pm | To_Dark |
| Wednesday | From_3:00pm | To_Dark |
| Thursday | From_3:00pm | To_Dark |
| Friday | From_3:00pm | To_Dark |
| Saturday | From_8:00am | To_Dark |
| Sunday | From_1:00pm | To_Dark |

Times (Daily Schedule) Field # 2

| | |
|-----------|---------------------|
| Monday | From 3:00pm To Dark |
| Tuesday | From 3:00pm To Dark |
| Wednesday | From 3:00pm To Dark |
| Thursday | From 3:00pm To Dark |
| Friday | From 3:00pm To Dark |
| Saturday | From 8:00am To Dark |
| Sunday | From 1:00pm To Dark |

Times (Daily Schedule) Field # 3

| | | |
|-----------|-------------|---------|
| Monday | From_3:00pm | To_Dark |
| Tuesday | From_3:00pm | To_Dark |
| Wednesday | From_3:00pm | To_Dark |
| Thursday | From_3:00pm | To_Dark |
| Friday | From_3:00pm | To_Dark |
| Saturday | From_8:00am | To_Dark |
| Sunday | From_1:00pm | To_Dark |

Times (Daily Schedule) Field # 4

| | | |
|-----------|-------|--|
| Monday | From_ | Use of Cardinal Run Fields as agreed with Southwest Lexington Pony Baseball |
| Tuesday | From_ | |
| Wednesday | From_ | |
| Thursday | From_ | |
| Friday | From_ | |
| Saturday | From_ | |
| Sunday | From_ | |

Times (Daily Schedule) Field # 5

Monday From_
 Tuesday From_
 Wednesday From_
 Thursday From_
 Friday From_
 Saturday From_
 Sunday From_

Times (Daily Schedule) Field # 6

Monday
 Tuesday
 Wednesday
 Thursday
 Friday
 Saturday
 Sunday

NOTE: The Lexington-Fayette Urban County Division of Parks and Recreation will have the right to schedule any additional leagues or games that it might deem necessary to its participants, should the need arise, (i.e., T-Ball, Baseball, Softball). If the field is not being used at the above specified times, it will become open to other individuals or groups.

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4. All checks written by the League must require signatures of (2) two League Board members. Board members authorized to sign checks may not be related.



**393-11
30**


Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Gray
Mayor

Richard Moloney
Chief Administrative Officer

MEMORANDUM

To: Jim Gray, Mayor
Urban County Council Members

FROM: 
Jerry Hancock, Director Parks and Recreation

RE: Group Sales Agreement

DATE: October 24, 2011

This is a request for Council approval of a facility agreement between the Hyatt Regency Lexington and the LFUCG Parks and Recreation.

The facility usage agreement provides for a block reservation for 90 sleeping rooms for use during the Bluegrass Invitational Wheelchair Basketball Tournament participants and guests during the 2012 Bluegrass Invitational Wheelchair Tournament. The official Tournament dates are from February 2, 2012 until February 5, 2012. This agreement includes one complimentary suite to be used as the tournament headquarters.

Discounted room rates are paid by the participants and their guests and create no financial impact to the Lexington Fayette Urban County Government. Financial Impact is for Food and Banquet Services.

Please contact me if there are any questions.

CC Richard Moloney

JEH/bac



392-11

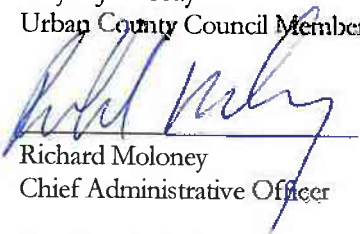
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Lexington-Fayette Urban County Government
CHIEF ADMINISTRATIVE OFFICE

Jim Gray
Mayor

Richard P. Moloney
CAO

TO: Mayor Jim Gray
Urban County Council Members

FROM: 
Richard Moloney
Chief Administrative Officer

DATE: October 25, 2011

RE: Telecommunications Franchise Agreement

Council approval is requested to enter into short-term telecommunications franchise agreements.

The existing telecommunications franchises expire in December 2011. In order to allow an appropriate period of time to negotiate longer term franchises, we seek Council authorization to offer a telecommunications ordinance for a period of time not to exceed one year.

Please contact me or Attorney Senior David Barberie should you have any questions pertaining to this matter.

Thank you.

ORDINANCE NO. ____-2011

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE FOR THE PLACEMENT OF FACILITIES FOR THE GENERATION, TRANSMISSION, DISTRIBUTION AND SALE OF TELECOMMUNICATIONS SERVICES WITHIN THE PUBLIC RIGHTS-OF-WAY OF FAYETTE COUNTY FOR A TWELVE (12) MONTH DURATION, WITH AN ADDITIONAL EXTENSION OF TIME NOT TO EXCEED SIX (6) MONTHS IF A LONG TERM FRANCHISE IS NOT OFFERED PRIOR TO EXPIRATION; AND PROVIDING FOR COMPLIANCE WITH OTHER RELEVANT LAWS, REGULATIONS, STANDARDS, AND ORDINANCES; DEFINITIONS; WORK, MATERIALS, AND CONSTRUCTION STANDARDS; WIRE MOVING AND TREE TRIMMING; PERFORMANCE BONDS; INDEMNIFICATION; INSURANCE; ACCESS TO PROPERTY AND INSPECTIONS; NOTICE OF FILINGS WITH THE PUBLIC SERVICE COMMISSION; NO VESTED RIGHTS; LIMITED ASSIGNMENT; NOTICE OF FORECLOSURE AND BANKRUPTCY; CANCELLATION OR TERMINATION; VIOLATIONS AND PENALTIES; PERMITTING AND INSPECTION FEES; ADDITIONAL PERMITTING AND OTHER REQUIRMENTS FOR SUBSTANTIAL NEW CONSTRUCTION; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

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

Section 1 – There is hereby created a non-exclusive franchise granting to the purchaser thereof whose bid may be accepted, the discretionary right to construct, erect, operate and maintain upon, through, along, under and over the streets, alleys, avenues, public roads, highways, bridges, viaducts, sidewalks and other public ways of Fayette County, a telecommunications system embracing underground conduits, manholes, telephone poles, cables, boxes, wires, fixtures, fiber, electrical conductors and other apparatus, equipment and facilities necessary, essential, used or useful to and in the operation of a telecommunications system, including telephone exchange service (as defined by 47 USC §153(47)) and exchange access (as defined by 47 USC §153 (16)), subject to all of the provisions of this Ordinance. This franchise does not excuse the franchisee from complying with any and all applicable existing and future local laws and ordinances, as may be adopted or amended in the future, and their pursuant regulations.

Section 2 - The Lexington-Fayette Urban County Government has already adopted legislation and regulations pertaining to, and including but not limited to, permitting, construction, street project and other related activities by franchisees and others in its Rights-of-way. Therefore, the following are incorporated herein by reference, and shall apply as if fully set forth herein:

- (a) The terms and provisions of Section 253 of the Telecommunications Act of 1996, and as it may be amended in the future;
- (b) The terms and provisions of KRS 136.600, et seq. (the "Telecommunications Tax Act"), and as it may be amended in the future;
- (c) The terms and provisions of Chapter 17, of the Code of Ordinances, Lexington-Fayette Urban County Government (the "Code"), and as it may be amended in the future, pertaining to utilities or Right-of-way construction;
- (d) The terms and provisions of Chapters 17B and 17C of the Code, and as they may be amended in the future; and
- (e) The terms and provisions of the Lexington-Fayette Urban County Government Zoning Ordinance (the "Zoning Ordinance"), and as it may be amended in the future.

Section 3 – The person, firm, or corporation which shall become the purchaser of said franchise, or any successor or assignee of such person, shall hereinafter be referred to as the "Company", and the Lexington-Fayette Urban County Government shall hereinafter be referred to as the "Government". The definitions and terminology contained in the applicable provisions of the Code are hereby incorporated herein by reference.

Section 4 – The Company shall have the non-exclusive right and privilege of constructing, erecting, operating and maintaining a telecommunications system for the purpose of providing telecommunications or telecommunications services, upon, through, along, under

and over the Rights-of-way within Fayette County as they now exist or may hereafter be extended; subject to the provisions hereof and to all powers (including police power) inherent in, conferred upon or reserved to the Government, including but not limited to those contained in the Code. Telecommunications or Telecommunications Services includes the providing or offering for rent, sale or lease, whether for money or other value, of plant, equipment, Facilities, or other property for the transmittal of voice, data, image, graphics, and other communications between or among points by wire, fiber optics, or other similar Facilities; and includes telephone exchange service (as defined by 47 USC §153(47)) and exchange access (as defined by 47 USC §153 (16); "telecommunications service", or "enhanced service" as such terms are now, or may in the future be, defined under federal law; services connecting interexchange carriers or competitive carriers for the purpose of voice or data transmission; services connecting interexchange carriers to any entity, other than another interexchange carrier, or telephone or telecommunications company providing local exchange services, for the purpose of voice or data transmission; services providing private line point to point service for end users of voice and data transmission; nonentertainment video, videoconferencing, or point to point private line service; or any other intrastate or interstate telecommunication services which the Kentucky Public Service Commission or the FCC has authorized. This franchise does not include the right or privilege to provide cable service (as defined by 47 USC §522 (6)) or open video service (as defined by 47 CFR 76.1500 (a)), which shall be subject to separate franchising requirements, and also does not apply to the provision of any wireless service as defined by law, unless the providers of such services have Facilities located within the Rights-of-way.

Section 5 - In addition to complying with other applicable law, the Company agrees that:

(a) All working Facilities and conditions used during construction, installation and maintenance of Facilities (including clearance of wires and cables above the Rights-of-way and

placement of any underground facilities) shall comply with the standards of the Occupational Safety and Health Administration, the National Electric Safety Code, and the National Electric Code. In the operation of system, the Company shall conform to all standards required by applicable state or federal law or regulation;

(b) All materials and equipment used or installed in construction shall be of first class quality, and any defect in the work, materials or equipment, whether latent or patent, will be remedied by the Company at its cost;

(c) Construction, reconstruction, maintenance, or removal of any Facilities, shall be performed with due regard for the rights of the Government and others, and shall not unnecessarily interfere with, or in any way injure the property of the Government or others under, on, or above the ground, or otherwise unduly interfere with the public use of the Rights-of-way;

(d) Placement of lights, danger signals or warning signs shall be undertaken by the Company in compliance with applicable law; and

(e) Unless exempted by the Government, Facilities shall be installed underground at any location where all other utilities' Facilities that are used to provide customer service are then being installed underground, or when otherwise required under the Code, and shall be in conformance with the applicable requirements of this Ordinance and those set forth in the Code, the Zoning Ordinance, or any other applicable local law or regulation. The Company assumes all responsibility for damage or injury resulting from its placement or maintenance of any above-ground Facilities.

Section 6 - (a) The Company shall, at the request of any person holding a moving permit issued by the Government, temporarily raise or lower its wires to permit the moving of buildings or other structures. The expense of such temporary removal or raising or lowering of

wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than five (5) days advance notice to arrange for such temporary wire changes.

(b) The Company shall have the authority to trim trees upon the overhanging Rights-of-way so as to prevent the branches of such trees from coming in contact with the wires or cables of the Company. Any trimming, removal or other disturbance of trees shall conform to all applicable law or regulation.

Section 7 - In addition to any performance bond(s) required pursuant to Section 17C-23 of the Code, the Company may, with respect to aspects of those significant projects in excess of one hundred thousand dollars (\$100,000.00) which are not addressed in Section 17C-23 but which do involve the Rights-of-way, be required to post an additional project performance bond(s). This bond (or bonds) shall be set in an amount and duration to be determined by the Government upon discussing and verifying the scope of such a project with the Company, and shall be in favor of the Government to be issued by an entity subject to jurisdiction and venue in Fayette County, Kentucky. In no event shall the total cumulative amount of such bonds exceed two hundred thousand dollars (\$200,000.00) per year, and as an alternative, the Company may choose to post one such bond to cover all of its projects on an ongoing basis.

Section 8 - The Company shall defend, indemnify, and hold harmless the Government consistent with the indemnification and hold harmless provisions as set forth in Section 17C-17 of the Code, and as it may be amended in the future.

Section 9 - The Company shall maintain in full force and effect a commercial general liability insurance policy consistent with the insurance provisions set forth in Section 17C-16 of the Code, and as it may be amended in the future.

Section 10 - The Company shall comply with all applicable federal, state or local non-discrimination and affirmative action requirements of any laws, regulations and executive directives, and shall not discriminate in its employment practices against any employee or applicant for employment because of race, color, religion, national origin, sex, age or physical handicap.

Section 11 - In the event that the Company files for a transfer of control of the Company, or a general rate case with the Kentucky Public Service Commission it will furnish the Mayor or his designee with timely notice of such filing.

Section 12 - (a) The franchise hereby created is being offered to allow the Government to negotiate a longer-term franchise to be offered for bid, and shall be for a period of twelve (12) months from the date of acceptance by the Urban County Council, with the option on the part of the Government to extend the period of time up to an additional six (6) months as necessary in order to accommodate the above. Any franchise agreement entered into pursuant to this ordinance will automatically expire upon the offering and acceptance of a longer-term franchise of the same nature. This franchise is not exclusive and the Government reserves the right to grant similar franchises to more than one Company. All franchises awarded pursuant to this Ordinance are intended to terminate at the same time. Therefore any Company awarded a franchise pursuant to this Ordinance shall only be awarded a franchise that is equal in duration to the remaining term of the initial franchise(s).

(b) This franchise creates no vested rights in the Company other than those provided by this franchise or at law, and any installation or emplacement of Facilities by the Company in the Rights-of-way is at the Company's risk.

(c) The Company is hereby given the right to assign the franchise created by this Ordinance to any person, firm or corporation able, ready and willing to carry out the terms of this

franchise, but shall, prior to such assignment, provide at least sixty (60) days advance written notice to the Government and obtain its consent, which consent shall not be unreasonably withheld. This provision is not intended to apply to assignments to a parent, subsidiary or affiliate of the Company, or in those instances in which the Company has filed for a transfer of control before the Public Service Commission. Such inter-corporate transfers or transfers subject to the jurisdiction of the Public Service Commission shall require notice to the Government upon closing or approval, or as otherwise provided herein.

Section 13 - (a) If, after the Company is provided the opportunity to appear and present evidence before the Government's Commissioner of Public Works and Development or his designee, the Government finds that the Company has violated any of the following provisions of this Ordinance, the following penalties shall be recoverable. The decision of the Commissioner shall be the final administrative decision and shall be in writing and provide the basis for the decision. The decision may be appealed to a court of competent jurisdiction.

(1) For failure to complete or remove any construction project by no later than the ending term of any franchise awarded pursuant to this Ordinance or any extension thereof, the Company shall forfeit five hundred dollars (\$500.00) per day or part thereof that the violation continues; in lieu of a penalty, the Company may post a performance bond, letter of credit or other surety acceptable to the Government in an amount sufficient to complete such construction projects. This section shall not apply to any projects for which performance bonds or other surety is already pledged.

(2) For failure to provide data and reports requested by the Government and as required by this Ordinance the Company shall forfeit one hundred dollars (\$100.00) per day or part thereof that the violation continues.

(3) For failure to pay a permit fee when due pursuant to local law, the Company shall forfeit one hundred dollars (\$100.00) per day or part thereof that the violation continues.

(b) If the Company fails to comply within thirty (30) days of any Council resolution directing compliance with any other provisions of this Ordinance, the Company shall forfeit one hundred dollars (\$100.00) per day or part thereof that the violation continues. The decision of the Council may be appealed to a court of competent jurisdiction.

(c) The Company shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of the Government, upon any one or more occasions, to insist upon the Company's performance or to seek the Company's compliance with any one or more of such terms or conditions. Payment of penalties shall not excuse non-performance under this Ordinance. The right of the Government to seek and collect penalties as set forth in this section is in addition to its right to terminate and cancel as set forth in Section 15 of this Ordinance.

Section 14 - The Company shall maintain its System in reasonable operating condition at all normal times during the term of this Franchise. An exception to this is automatically in effect when service furnished by the Company is interrupted, impaired or prevented by fires, strikes, riots or other occurrences beyond the control of the Company, or by storms, floods or other casualties, in any of which events the Company shall do all things reasonably within its power to restore normal service within a reasonable period of time. If applicable, the Company will maintain normal business hours at its headquarters located in Lexington, Kentucky, to receive customer inquiries in accordance with any relevant Kentucky Public Service Commission order(s).

Section 15 - (a) In addition to all other rights and powers pertaining to the Government by virtue of the franchise or otherwise, the Government, by and through its Council,

reserves the right to terminate and cancel the franchise and all rights and privileges of the Company hereunder in the event that the Company:

(1) Willfully violates any provision of the franchise or any material rule, order, or determination of the Government made pursuant to the franchise, except where such violation is without fault or through excusable neglect or due to a force majeure act;

(2) Willfully attempts to evade any provision of the franchise or practices any fraud or deceit upon the Government;

(3) Fails to begin or complete construction as provided under the franchise;

(4) Knowingly makes a material misrepresentation of any fact in the application, proposal for renewal, or negotiation of the franchise; or

(5) Entry of a final and non-appealable order by the Public Service Commission of Kentucky which revokes any authority of the Company to provide service in Fayette County, Kentucky.

(b) The Government may make a written demand that the Company do or comply with any such provision, rule, order or determination. The Company will be provided the opportunity to appear and present evidence before the Government's Commissioner of Public Works and Development or his designee, whose decision shall be the final administrative decision, and shall be in writing and provide the basis for the decision. If the violation by the Company continues for a period of thirty (30) days following such a decision by the Commissioner without written proof that the corrective action has been taken or is being actively and expeditiously pursued by the Company, the Government may place its request for termination of the franchise as early as the next regular Council meeting agenda. The Government shall cause to be served upon Company, at least ten (10) days prior to the date of

such Council meeting, a written notice of intent to request such termination and the time and place of the meeting and shall publicly notice the same.

(1) It shall be a defense to any attempt to terminate and cancel the franchise that the Company was relying on federal law, state law, or a valid tariff in acting or not acting on the issue in dispute.

(2) The Council shall consider the request of the Government and shall hear any person interested therein, and shall determine in its discretion, whether or not any violation by the Company was with just cause.

(3) If such violation by the Company is found to have been with just cause, the Council shall direct the Company to comply therewith within such time and manner and upon such terms and conditions as are just and reasonable within the Government's lawful authority.

(4) If the Council determines such violation by the Company was without just cause, then the Council may, by resolution, declare that the franchise of the Company shall be terminated and forfeited unless there is compliance by the Company within such reasonable period as the Council may fix. Any such determination by the Council is a final appealable action to a court of competent jurisdiction.

Section 16 - The Company shall provide the Government, in the form and manner required by the appropriate court or judicial body, at least thirty (30) days advance written notice, if at all possible, of the foreclosure or other judicial sale of all or a substantial part of the Company's Facilities within Fayette County, or upon the termination of any lease covering all or a substantial part of its Facilities, and such notification shall be treated as a notification that a transfer or assignment of the franchise has taken place.

Section 17 - The Council shall have the right to cancel this franchise thirty (30) days after the appointment of a receiver, or trustee, to take over and conduct the business of the

Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

(a) Within thirty (30) days after his election of appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and,

(b) Such receiver or trustee, within said thirty (30) days shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the franchise granted to the Company.

Section 18 - It shall be the duty of the Mayor or his designee to offer the terms of this Ordinance to the public. In the event that additional interested bidders are identified or express an interest in obtaining a franchise after this initial offering, the additional offering and advertisement to accommodate such bidders is hereby authorized. Said franchise and privilege shall be sold to the highest and best bidder or bidders at a time and place fixed by the Mayor or his designee after due notice thereof by advertisement or publication as required by law.

Section 19 - Bids and proposals for the purchase and acquisition of the franchise hereby created shall be in writing and shall be delivered to the Mayor or his designee upon the date(s) and at the time(s) fixed by him or her in said advertisement(s) for receiving same. Thereafter, the Mayor shall report and submit to the Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval. The Council reserves the right, for and on behalf of the Government, to reject any and all bids for said franchise; and, in case the bids reported by the Mayor shall be rejected by the Council, it may direct said franchise and privilege to be again offered for sale, from time to time, until a satisfactory bid therefore shall be received and

approved. Each bid made by a corporation or person not already owning Facilities within the territorial limits of Fayette County sufficient to render the service required by this Ordinance, shall be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient performance bond in favor of the Government in a sum equal to one-fourth ($1/4$) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the Company should fail, within one hundred eighty (180) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Upon rendering the initial service, this bond may be replaced by the performance bond required by Section 22(b), if applicable. Bids shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the system required to render the service and compliance with all applicable state, federal and local statutes, ordinances and regulations. The Government reserves the right to review any of bidder's supporting documentation which justify bidder's determination of the estimated cost and compliance with laws and regulations. In addition, each bid shall be accompanied by a non-refundable payment to the Government in the amount of five hundred dollars (\$500.00) to cover the Government's cost of advertising and other administrative expenses incurred. In the event that the total amount submitted by all bidders exceeds the Government's actual costs, it will refund the overcharge to each Company on a pro rata basis within thirty (30) days.

Section 20 - The Government and Company acknowledge that pursuant to the Telecommunications Tax Act, the Commonwealth of Kentucky collects a tax in lieu of a traditional franchise fee assessment by the local government, and that the Government is

precluded from the collection of additional fees that are not directly related to the advertisement of this franchise or the management, inspection or permitting of construction in the Rights-of-way. Therefore, in the event that the Telecommunications Tax Act, or the portion thereof pertaining to the collection of franchise fees by a local government, is found unlawful by a court of competent jurisdiction, the Company and the Government shall negotiate in good faith to establish a new franchise fee.

(a) Notwithstanding the above, the Company shall be required to pay the Government an amount intended to adequately compensate it for its permitting and inspection of the Company's construction activities in the Rights-of-way pursuant to Chapter 17C of the Code as required by said ordinance. The Company may seek tariff approval from the Kentucky Public Service Commission for the recovery of such payment, and may elect to pay for its permit fees upon application for each respective permit, if approved by the Government. These permitting fees are subject to change during the term of the franchise based upon an audit of the actual cost of permitting for the Government or a change in the amount of the respective permitting fees found in Section 17C-22 of the Code, as may be amended. In the event of such a change, the Company shall be provided at least sixty (60) days advance written notice.

(b) Upon the execution of this Franchise Agreement, the Company and the Government agree to enter into good faith negotiations on a pole attachment agreement.

Section 21 - In addition to all other requirements, and except to the extent prohibited by law, any Company not already owning Facilities within the Rights-of-way sufficient to render Telecommunications Services within Fayette County, or any Company that is required pursuant to law to file for a certificate of convenience and necessity from the Kentucky Public Service Commission in order to replace or significantly upgrade or expand a substantial portion of its existing Facilities within the Rights-of-way, shall also be required to perform the following

requirements during the construction, replacement, upgrade or expansion of its network system unless the Council determines that any or all of such requirements are not necessary to adequately protect the interests of the Government:

(a) In addition to obtaining any and all permits required pursuant to the Code, the Company shall submit for the Government's approval a comprehensive schedule of construction of its Facilities system network no later than one (1) month after the Government's acceptance of the Company's bid. The schedule shall include sufficient detail for Government to determine the time and locations of construction activities and shall also depict the anticipated time frame of identifiable tasks required for construction purposes, as delineated by the Government. No construction related activities may be conducted in the Rights-of-way until the schedule is approved by the Government. In addition, at thirty (30) day intervals during construction, the Company shall provide the Government with a plan of construction activities setting forth a general description of the activities to be undertaken during the following thirty (30) days and designating the geographical area of Fayette County that will be affected. Approval by the Government of these plans shall constitute a condition which must be met prior to undertaking any construction activities.

(b) The Company shall furnish traffic control plans, including site-specific hours of construction, to the Government no later than seven (7) days prior to the commencement of any construction activities. Such plans are subject to approval or modification by the Government. No construction related activities may be conducted in the Rights-of-way without an approved traffic control plan.

(c) The Company shall provide the Government a local telephone contact number, staffed twenty-four (24) hours per day, to enable the Government to report any concerns regarding construction of the system network. In the event that the Government reports any

concerns to the Company, the Company shall respond within a reasonable time as specified by Government or as specified elsewhere in this Ordinance. The Company shall perform the required repair or correct any adverse impact to Government's use or operations or the use or operations of a third party caused by the Company's construction activities in the Rights-of-way at no cost to the Government.

(d) Fourteen (14) days prior to commencement of construction, and every thirty (30) days thereafter during construction the Company shall publish, at its sole cost, a notice containing a map depicting where construction will occur in the Lexington Herald-Leader. Additionally, such notice shall provide a general description of construction activities and a telephone number to be called by citizens with questions concerning construction activities. A copy of said notice(s) shall be provided to the Government.

(e) The Company shall provide at least fourteen (14) days notice to other utilities in Fayette County of its interest in seeking construction permits to open the street before it applies for any street cut permit. The Government shall provide the Company with a listing of all such utilities and their points of contact upon request. Such notice shall inform the other utility companies of the Company's intent to undertake construction in the affected areas and state that the other utility companies must notify the Government and the Company within seven (7) days of receipt of such notice of their desire to simultaneously lay conduit, or other Facilities, in any trench opened by the Company.

(f) Failure to comply with the above provisions, or the Code may, in the sole discretion of the Government:

(1) Be the basis for the Government to reasonably require that the Company perform more extensive restoration work than otherwise anticipated by a permit; and

(2) May result in the Company being assessed an additional premium on any permit fee to recoup any additional costs or expenses reasonably associated with the Company's failure.

(g) Unless otherwise provided an extension by the Council, the Company must make telecommunications services available within Fayette County within one hundred eighty (180) days from the date of the award of the franchise. This requirement shall not apply to a Company that does not provide, or has no intention of providing, any services to Fayette County subscribers.

(h) The Company shall maintain accurate network design drawings, maps and improvement plans of the network system, in a form acceptable to the Government, in a manner consistent with industry construction standards. The Company shall furnish the Government, without charge, with a complete set of "as-built" drawings within sixty (60) days of completion of construction of the network system. Such maps and improvement plans shall also be furnished to Government in digital form and shall be provided pursuant to a lawful protective agreement.

Section 22 - In addition to all other requirements, and except to the extent prohibited by law, any Company not already owning Facilities within the Rights-of-way sufficient to render Telecommunications Services within Fayette County, shall also be required to perform the following requirements during the construction of its network system unless the Council determines that any or all of such requirements are not necessary to adequately protect the interest of the Government:

(a) Within ten (10) days after the award of this franchise, the Company shall deposit with the Government's Division of Revenue a one-year irrevocable renewable letter of credit from a Fayette County financial institution in the amount of fifty thousand dollars (\$50,000.00). The form and content of such letter of credit shall be approved by the Government. The letter of credit shall be used to insure the faithful performance by the Company of all provisions of this franchise; and

compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the Government having jurisdiction over its acts or defaults under this franchise, and the payment by the Company of any claims, liens and taxes due the Government which arise by reason of the construction, operation or maintenance of the system network.

(1) The letter of credit shall be maintained at fifty thousand dollars (\$50,000.00) during the entire term of this franchise, even if amounts have to be withdrawn pursuant to this section.

(2) If the Company fails to pay to the Government any compensation within the time fixed herein; or, fails, after ten (10) days notice to pay to the Government any taxes due and unpaid; or, fails to repay the Government, within such ten (10) days, any damages, costs or expenses which the Government is compelled to pay by reason of any act or default of the Company in connection with this franchise; or, fails, after three (3) days notice of such failure by the Government to comply with any provision of this franchise which the Government reasonably determines can be remedied by demand on the letter of credit, the Government may immediately request payment of the amount thereof, with interest and any penalties, from the letter of credit. Upon such request for payment, the Government shall notify the Company of the amount and date thereof.

(3) The rights reserved to the Government with respect to the letter of credit are in addition to all other rights of the Government and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other right the Government may have.

(4) The letter of credit shall contain the following endorsement:

"It is hereby understood and agreed that this letter of credit may not be cancelled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the Government, by registered mail, a written notice of such intention to cancel or not to renew."

(b) If necessary, after the initial service requirement is met and the bond required by Section 19 of this Ordinance no longer protects the Government, the Government may require the Company to file with the Government a Performance Bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) in favor of the Government. This bond shall be maintained throughout the construction period. In lieu of the above-mentioned performance bond, the Company may deposit with the Government's Department of Revenue an irrevocable letter of credit from a Fayette County financial institution in the amount of Five Hundred Thousand Dollars (\$500,000.00). The form and content of such letter shall be approved by the Government.

(1) In the event the Company fails to comply with the Code or any law, Ordinance or regulation governing the franchise, or fails to well and truly observe, fulfill and perform each term and condition of the franchise, including the Company's proposal which is incorporated herein by reference, there shall be immediately recoverable, jointly and severally, from the principal and surety of the bond or the letter of credit, any damages or loss suffered by the Government as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Company, plus a reasonable allowance for attorney's fees, including the Government legal staff, and costs, up to the full amount of the bond.

(2) Upon completion of construction the Company's initial service area the requirement of this additional performance bond shall be waived.

(3) The bond or letter of credit shall contain the following endorsement:

"It is hereby understood and agreed that this bond [letter of credit] may not be cancelled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the Government, registered mail, a written notice of such intent to cancel or not to renew."

(4) The rights reserved to the Government with respect to the performance bond or letter of credit are in addition to all other rights of the Government, and no action, proceeding or exercise of a right with respect to such performance bond or letter of credit shall affect any other right the Government may have.

Section 23 - Bids offered for purchase of this franchise shall state the bidder's acceptance of the conditions set forth in this Ordinance. If any bid shall include an offer of payment over and above the terms of the franchise, then a certified check for said amount, payable to the Lexington-Fayette Urban County Government, shall be deposited with the Government. This amount shall be in addition to the provision for any payments contained in Sections 19 and/or 20 of this Ordinance. Any check deposited pursuant to this section by an unsuccessful bidder shall be returned when the Council shall have accepted the bid or bids which in its judgment is or are the highest and best.

Section 24 - Any violation by the Company or successor or authorized Company representative of the provisions of this franchise or any material portions thereof, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this franchise and all rights hereunder after written notice to the Company and continuation of such violations, failure or default, as set forth herein.

Section 25 - This Ordinance and any franchise awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Ordinance or any franchise shall be in the court of competent jurisdiction in Fayette County, Kentucky.

Section 26 - This Ordinance and any franchise awarded pursuant to it does not create a contractual relationship with or right of action in favor of a third party against either the Government or the Company.

Section 27 - If any section, sentence, clause or phrase of the Ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the Ordinance.

Section 28 - The franchise created by this Ordinance shall become effective when the bid for it is accepted by the Council.

Section 29 - This Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

DJB:X:\Cases\MAYOR\10CC1860\CONT\00320478.DOC



387-11
52

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Gray
Mayor

Janet M. Graham
Commissioner

TO: Jim Gray, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: October 20, 2011

RE: Release of Easement
1700 Leestown Road

This memo is to request a Resolution authorizing the Mayor to sign a Partial Release of Detention Easement releasing a portion of a detention easement on property located at 1700 Leestown Road.

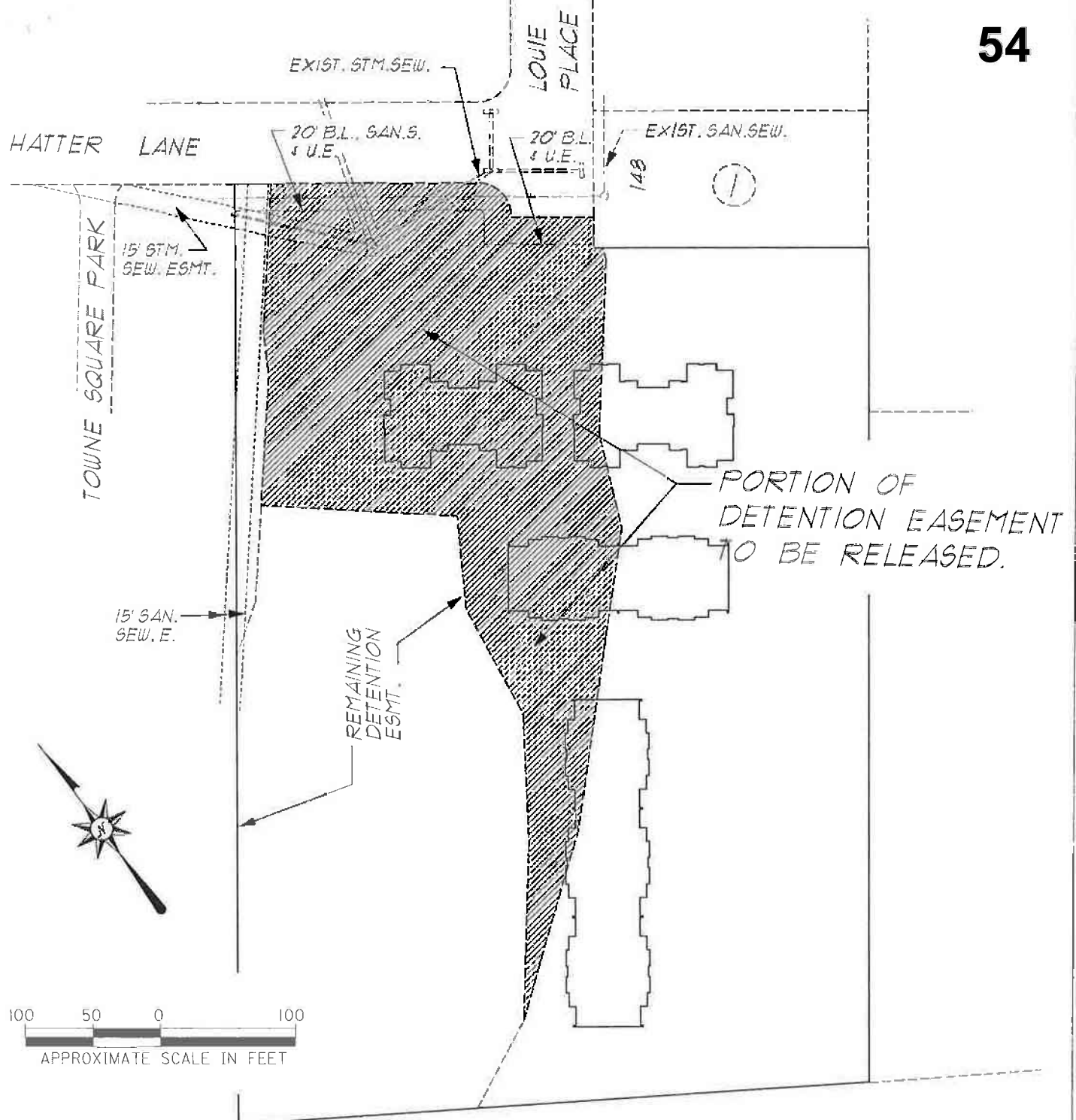
The proposed Release has been reviewed and approved by the Divisions of Engineering, Water Quality, and Traffic Engineering and the Department of Law. This action has no budgetary implication for LFUCG.

Edward W. Gardner
Attorney Sr.

Enclosure

cc: Richard Moloney, CAO
Council Office

X:\Cases\WATER-AIR\11-CCU081\COM\00319848.DOC



PARENT DOCUMENT: P.C. N, SL. 305

E& Partners, PLLC

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
 311 WALL STREET
 LEXINGTON, KENTUCKY 40513
 PHONE (859) 296-2899
 FACSIMILE (859) 296-2881

\\j0102\unit4\working\revised plans\exhibit-essml-release.dgn

EXHIBIT

PARTIAL RELEASE OF
 DETENTION EASEMENT
 SHARKEY PROPERTY,
 UNIT 4, SECTION 2
 PORTION OF
 1700 LEESTOWN ROAD
 LEXINGTON, KY
 MARCH 2011



386-11

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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray
Mayor

Cheryl Taylor
Commissioner

MEMORANDUM

To: Mayor Jim Gray
Richard Maloney, CAO
Cheryl Taylor, Commissioner
Urban County Council

From: Kevin Wente, Administrative Officer *KW*

Date: October 18, 2011

RE: Recommendation to accept Derby Landing into the Public Right-of-Way, Pursuant to the Private Street Acceptance Policy

This memorandum is to request the Council authorization for the acceptance of Derby Landing into the public right-of-way, in accordance with the established LFUCG policy. Enclosures for your consideration include the findings of fact that were presented to and approved by the Planning Commission and a map of the general location. LFUCG Division Directors have responded with comments and consented to this request. Should you have any questions regarding this request please feel free to contact me at 258-3400.

PHILIP SCALE
60 120 180 240

(IN FEET)
Inch = 60 Ft.

COUNTED BY:

COUNTED BY:

STATIONERY COMPANY
PRINTING & REPRODUCTION
LITHOGRAPHY AND SCREENING
2000 W. 17TH ST.
CHICAGO, IL 60619-1173

PAID \$25.00 IC FAX
JAN 27 1992
DONALD W BLEVINS
FAYETTE COUNTY CLERK
BY *[Signature]*

ORDERED TO RECORD
\$25.00
JAN 27 1992
DONALD W BLEVINS
FAYETTE COUNTY CLERK
BY *[Signature]*

RECORDING CERTIFICATE

200601190368

11/30/08



389-11
57

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray
Mayor

Cheryl A. Taylor
Commissioner

**TO: JIM GRAY, MAYOR
URBAN COUNTY COUNCIL**

**FROM: GEORGE S. MILLIGAN, CONSTRUCTION SUPERVISOR
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS**

DATE: SEPTEMBER 26, 2011

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2
WITH MARRILLIA DESIGN AND CONSTRUCTION IN THE AMOUNT OF
\$14,711.75 FOR THE LEXINGTON STREETScape PHASE ONE VINE STREET
PROJECT**

The Department of Environmental Quality and Public Works is recommending the execution of change order No. 2 for \$14,711.75 with Marrillia Design and Construction for construction of the Lexington Streetscape Phase One Vine Street Project. The new contract total is \$1,764,083.82.

The change order adds units that were not included in the original contract but were needed for construction. In addition this change order removes items that were included in the original contract that were not needed for construction.

Sufficient funds are budgeted in the following account.

| FUND | DEPT ID | SECTION | ACCOUNT | PROJECT | BUD REF | ACTIVITY | AMOUNT |
|------|---------|---------|---------|-----------|---------|----------|-------------|
| 2600 | 303301 | 0001 | 91714 | VINESTSCP | 2010 | SIDEWALK | \$14,711.75 |

Council authorization to execute Change Order No. 2 to the agreement with Marrillia Design and Construction in the amount of \$14,711.75 is hereby requested.


George S. Milligan, Construction Supervisor

Cc: Cheryl A. Taylor, Commissioner of the Department of Environmental Quality and Public Works

Change Order No. 2

(Mayor or CAO) _____ Date _____

CONTRACT HISTORY FORMContractor: Marrillia Design and ConstructionProject Name: Lexington Streetscape Phase One - Vine StreetContract Number and Date: 144--2010 03/26/2010Responsible LFUCG Division: Enviromental Quality & Public Works**CHANGE ORDER DETAILS****Summary of Previous Change Orders To Date****Dollar Amount****Percent Change to Original Contract**

| | | |
|--|------------------------|------------------------------------|
| A. Original Contract Amount: | \$ <u>1,639,925.81</u> | |
| B. Cumulative Amount of Previous Change Orders: | \$ <u>124,158.01</u> | <u>8%</u> % (Line B / Line A) |
| C. Total Contract Amount Prior to this Change Order: | \$ <u>1,764,083.82</u> | |
| <u>Current Change Order</u> | | |
| D. Amount of This Change Order: | \$ <u>14,771.75</u> | <u>1%</u> % (Line D / Line A) |
| E. New Contract Amount Including this Change Order: | \$ <u>1,778,855.57</u> | <u>108%</u> % (Line E / Line A) |

SIGNATURE LINESProject Manager:  Date: 9/26/2011Reviewed by:  Date: 9/27/2011Commissioner:  Date: 10-24-11



391-11⁶⁰

Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Grants and Special Programs

TO: JIM GRAY, MAYOR
URBAN COUNTY COUNCIL

FROM: IRENE GOODING, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: OCTOBER 24, 2011

SUBJECT: AUTHORIZATION TO ACCEPT AWARD FROM KENTUCKY
DEPARTMENT OF MILITARY AFFAIRS, DIVISION OF EMERGENCY
MANAGEMENT FOR FY 2012 EMERGENCY MANAGEMENT
ASSISTANCE PROJECT

The Kentucky Department of Military Affairs/Division of Emergency Management has offered the Lexington-Fayette Urban County Government federal funds in the amount of \$119,108.21 for the support of emergency preparedness activities in Fayette County. Funds are used to offset personnel and operating costs in the Division of Emergency Management/911. The source of federal funds is the Department of Homeland Security/Federal Emergency Management Agency.

A local match of \$119,108.21 (50%) is required. This match is partially budgeted (\$112,000) in the FY 2012 general fund budget for Division of Emergency Management/911. Budget amendment for remaining match and remaining personnel recovery is in process.

Council authorization to accept the award is hereby requested.



Irene Gooding, Director

Xc: Clay Mason, Commissioner of the Department of Public Safety

HORSE CAPITAL OF THE WORLD



388-11

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Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Grants and Special Programs

**TO: JIM GRAY, MAYOR
URBAN COUNTY COUNCIL**

**FROM: IRENE GOODING, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

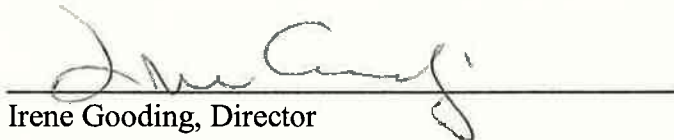
DATE: OCTOBER 24, 2011

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT
APPLICATION TO THE KENTUCKY ENERGY AND
ENVIRONMENT CABINET, AND ACCEPT AWARD IF
OFFERED, FOR THE CONTINUATION OF THE LITTER
ABATEMENT GRANT FUNDING PROGRAM IN FAYETTE
COUNTY—FY 2012**

The 2002 Kentucky General Assembly enacted legislation (House Bill 174) providing for litter cleanups to be conducted two times each year on city streets as part of each county's solid waste management plan. The bill created a source of revenue for eligible cities and counties to address roadside litter. The revenue to each county is based upon a formula using the county's miles of public roads, the county's rural population, and the county's total population as a proportion of the state's total miles of public roads, rural population, and total population.

The Kentucky Energy and Environment Cabinet has not provided Fayette County with an estimated award for 2012 Litter Abatement Grant Funding. The amount of \$138,921.33 is the amount awarded in 2011. If approved, the state financial assistance will be used to support personnel costs of employees whose jobs include the picking up of roadway litter (Division of Waste Management), the costs of inner-city and rural Adopt-A-Spot programs, and educational programs. The application is due November 1.

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


Irene Gooding, Director

Xc: Cheryl Taylor, Commissioner, Department of Environmental Quality

HORSE CAPITAL OF THE WORLD

Division of Parks & Recreation

Vacuum Leaf Collection

November 2011

What is vacuum leaf collection service?

- Parks and Recreation crews collect leaves that have been raked to the curb.



Who receives this service?

- All citizens in the Urban Service Area who receive Urban County Government waste collection services (approximately 90,000 residential addresses).
- Citizens can look up this information on the government website - <http://www.lexingtonky.gov>

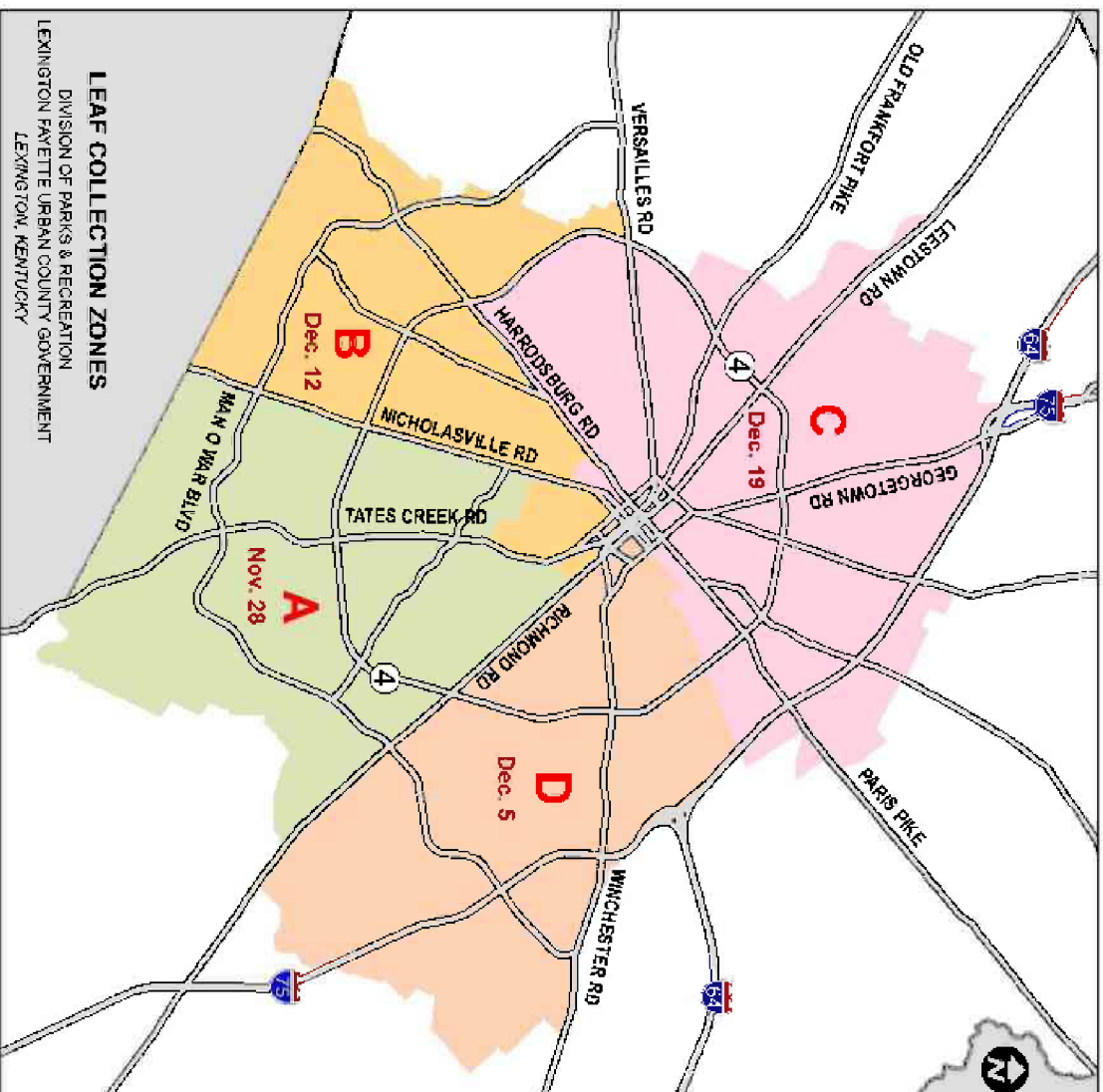


When does it begin?

- Starts Monday, November 28, 2011. Plan is to complete by the end of the year.
- Service area is divided into 4 separate zones and each zone is assigned one week of leaf pick up.



2011 Collection Zone Start Dates



What do citizens need to do?

- Put their leaves in piles between the sidewalk and the curb.
- DO NOT PUT THE LEAVES IN THE STREET.
- Do not rake limbs or rocks into the piles.

What other options do citizens have?

- ❑ “Lenny” yard waste container
- ❑ Paper yard waste bags
- ❑ Mulch leaves when mowing
- ❑ Home compost operation
- ❑ Residents can take leaves directly to Haley Pike landfill

How is this information communicated?

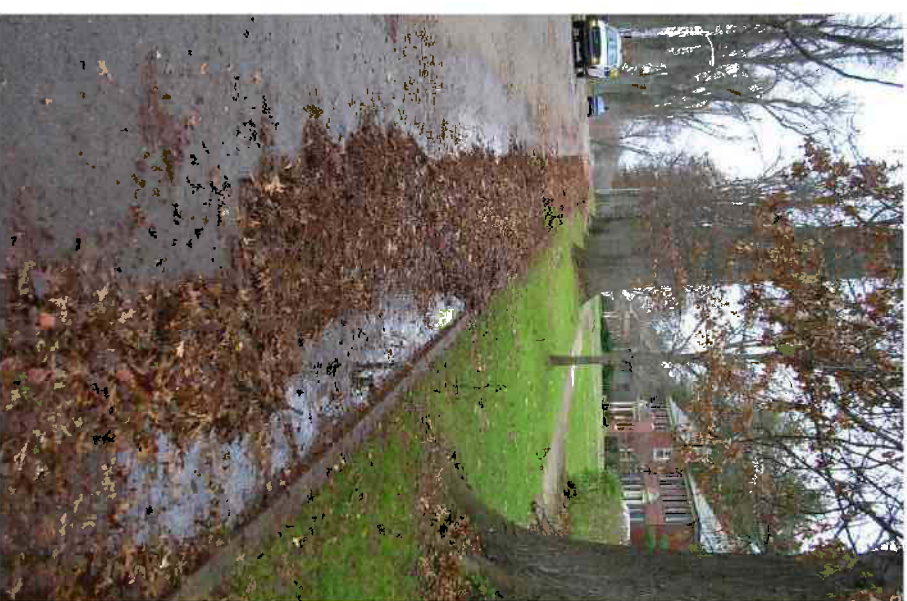
Vacuum leaf collection is advertised to the community:

- ❑ Government Communications news releases
- ❑ GTV3 (Lexington Now, Parks Minute & bulletin board)
- ❑ LFUCG Website - <http://www.lexingtonky.gov/leaves> and Parks and Recreation website
- ❑ Information is sent to all local media (radio, print, and TV)
- ❑ Council Members (Neighborhood Association meetings, council newsletters & publications)
- ❑ Citizens can call LexCall at 311 or the Division of Parks & Recreation at 425-2801
- ❑ Division of Waste Management's WasteNot Newsletter

What changes were made?

- ❑ Only one round of collection for each zone.
- ❑ Scheduled to work Saturdays, not just five day week.
- ❑ Exploring a possible alternate dump site, reducing travel and down time.

Vacuum leaf collection questions?



Bluegrass Economic Advancement Movement

BE
AM



What is BEAM?



The Bluegrass Economic Advancement Movement is an innovative economic development partnership initiated by the Mayors of Lexington and Louisville to develop a regional business plan focused on advanced manufacturing.

Goals of BEAM



- Create high-quality jobs for Kentuckians
- Increase export activity by positioning Kentucky as a global center of excellence in advanced manufacturing

Partnership with Brookings Institute



- Brings expertise and connections
- Utilizes its 'Metropolitan Business Plan' Model
 - Northern Ohio
 - Minneapolis/St. Paul
 - Puget Sound

Super-Region Concept

- 55% of Kentucky's population now lives in an urban area
- Combined, the Louisville and Lexington MSA's total 2.1 million; represent 44.2% of the state's GDP
- 60 cents of every tax dollar that goes to the state is generated in Louisville and Lexington



Why Advanced Manufacturing?

- Authentic strength for the region
 - Ford
 - GE
 - Lexmark
 - Toyota
 - Raytheon
 - Lockheed Martin
- Currently employs more than 95,000 in the region
- Direct and indirect economic impact
 - Supply Chain
 - Retail and Commercial Development
 - Housing



Project Footprint

- Lexington MSA + Madison Co.
- Louisville MSA + Hardin Co.
- I-64 Corridor – Franklin Co.



*However, the project will benefit every
family*

in every county in the state

Partners – Working Group

- Jim Host, Chair
- Paul Costel – Chase, CEO, Advisory Board Chair
- Commerce Lexington and Greater Louisville Inc.
- KentuckianaWorks & Bluegrass Area Development District
- Kentucky Association of Manufacturers



BEAM Board of Directors



- To be announced in December
- Will include:
 - Educational Leaders
 - Manufacturing Leaders
 - Business Leaders
 - Community Leaders

Timeline

- Developing plan over next 18 months - completion by end of 2012
- Identify the region's authentic assets
 - Existing center excellence
 - Central location
 - Quality workforce
- Identify challenges and move to correct
 - Education system changes
 - Infrastructure needs
 - Tax and regulatory reform



How can you contribute?

- Financially – directly to the initiative or by supplying capital to new ventures
- Be a champion for the project and help spread the word
- Support regulatory/statutory changes needed to improve environment for advanced manufacturing
- Share your ideas

