

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



TUESDAY, JANUARY 17, 2012

COUNCIL CHAMBERS

***URBAN COUNTY COUNCIL
WORK SESSION PACKET***

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
JANUARY 16-JANUARY 22, 2012**

Monday, January 16

Martin Luther King, Jr Holiday celebrated-All LFUCG Offices Closed

Tuesday, January 17

Corridors Commission Meeting.....9:00 am
Conference Room-5th Floor Government Center

Social Services & Community Development Committee Meeting.....11:00 am
Council Chambers-2nd Floor Government Center

Committee of the Whole (COW) Economic Development Committee Meeting... 1:00 pm
Council Chambers-2nd Floor Government Center

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

Wednesday, January 18

Keep Lexington Beautiful-Community Financial Support Meeting.....1:00 pm
Conference Room-5th Floor Government Center

Town & Gown Commission Meeting.....4:00 pm
Maxwell St Presbyterian Church, 1801 E Maxwell St

Commission on Youth Development & Public Safety Meeting.....5:30 pm
William Wells Brown Community Center, 555 E Fifth St

Thursday, January 19

Fire & EMS Task Force Meeting.....3:00 pm
Conference Room-8th Floor Government Center

Waste Management Task Force Meeting.....4:00 pm
Conference Room-5th Floor Government Center

Friday, January 20

No Meetings

Monday, January 23

Corridors Commission Meeting.....11:00 am
Conference Room-5th Floor Government Center

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

January 17, 2012

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary –Yes, January 10, 2012 (separate)**
- IV. Budget Amendments –None**
- V. New Business – Yes, pp.4-43**
- VI. Continuing Business / Presentations – Yes**
 - A. NDF Motion, p.44**
 - B. Special Public Safety Committee & Public Safety Committee Updates-CM Lawless, pp.45-51; 52-53**
 - C. Living Arts & Science Center Capital Project-Heather Lyons & Phil Holoubek, pp.54**
 - D. Honoring Archive Month & the Presentation of the 1858 Acts Book-Council Clerk's Office**
- VII. Council Reports**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**
- X. Adjournment**

ADMINISTRATIVE SYNOPSIS

January 17, 2012

New Business Items

- A. Authorization to submit application to Kentucky Office of Homeland Security for funding under the Law Enforcement Protection Program - FY 2012. (L007-12) (Gooding/Mason)
This is a request to submit application to Kentucky Office of Homeland Security for funding in the amount of \$16,500.00 under the Law Enforcement Protection Program for the purchase of 30 body armor vests.**p.4**
- B. Authorization to approve the Rental Agreement with The Lexington Center Corporation for use of the Opera House for the Kiddie Kapers Program. (L033-12) (Hancock/Hamilton)
This is a request to approve the Rental Agreement with The Lexington Center Corporation for use of the Opera House for the Kiddie Kapers Program April 12 - April 15, 2012 at a cost of \$10,000.00. Funds are budgeted.**pp.5-17**
- C. Authorization to approve the Purchase of Service Agreement with the Lexington Humane Society for animal control services provided by Lexington - Fayette Animal Care and Control and the related Lease Agreement. (L036-12) (Mason)
This is a request to approve the Purchase of Service Agreement with the Lexington Humane Society in the amount of \$1,076,690.00 for animal control services provided by Lexington - Fayette Animal Care and Control and the related Lease Agreement. Funds are budgeted.**p.18**
- D. Authorization to execute a Class A Incentive Grant Award Agreement with Friends of Wolf Run Inc. funded by the Water Quality Management Fee. (L042-12) (Martin/Bush)
This is a request to execute a Class A (neighborhood) Incentive Grant Award Agreement with Friends of Wolf Run Inc. in the amount of \$7,200.00 to perform a stormwater quality project. A minimum match in the amount of \$1,800.00 is required by the grant recipient.**pp.19-27**
- E. Authorization to execute a Class A Incentive Grant Award Agreement with Andover Estates Homeowners Association, Inc. funded by the Water Quality Management Fee. (L043-12) (Martin/Bush)
This is a request to execute a Class A (Neighborhood) Incentive Grant Award Agreement with Andover Estates Homeowners Association, Inc. in the amount of \$8,000.00 to perform a stormwater quality project. A minimum match in the amount of \$2,000.00 is required by the grant recipient.**pp.28-39**

- F. Authorization to execute agreements with various nonprofit organizations for participation in the Adopt-A-Spot Roadway Cleanup Program under the Kentucky Pride Grant for FY 2012. (L049-12) (Gooding/Bush)
This is a request to execute 19 agreements with various nonprofit organizations for participation in the Adopt-A-Spot Roadway Cleanup Program for the period of January 1, 2012 through December 31, 2012 under the Kentucky Pride Grant for FY 2012. Funds are budgeted.**p.40**
- G. Authorization to execute a Conditional Offer to lease property located at 913 Georgetown St. to HealthFirst Bluegrass, Inc. for the purpose of operating an outpatient ambulatory health care facility. (L052-12) (Moloney)
This is a request to execute a Conditional Offer to lease property located at 913 Georgetown St. to HealthFirst Bluegrass, Inc. for the purpose of operating an outpatient ambulatory health care facility. There are no budgetary impacts unless and until there is a final lease agreement.**pp.41-43**



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: DECEMBER 14, 2011

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT
APPLICATION TO KENTUCKY OFFICE OF HOMELAND
SECURITY FOR FUNDING UNDER THE LAW ENFORCEMENT
PROTECTION PROGRAM - FY 2012

The Division of Police has prepared a grant application for submission to the Kentucky Office of Homeland Security requesting funds in the amount of \$16,500 from the Law Enforcement Protection Program. If approved, these funds will be used for the purchase of 30 body armor vests for use by Lieutenants to improve safety of police officers.

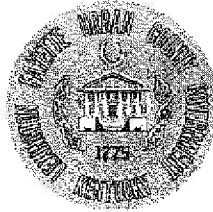
The Law Enforcement Protection Program is a fund established by Kentucky Revised Statutes 16.220 to assist local government police departments and county sheriffs with body armor and other equipment needs. This program is a joint collaboration between the Kentucky Office of Homeland Security and the Kentucky State Police. Matching funds are not required.

Council authorization to submit the application is hereby requested.

Irene Gooding, Director

Xc: Clay Mason, Commissioner of Public Safety

HORSE CAPITAL OF THE WORLD



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

RE: Facility Usage Contract

DATE: January 3, 2012

This is a request for Council approval of a Rental Agreement between the Lexington Center Corporation and the Lexington Fayette Urban County Government.

This Rental Agreement is for the purpose of using the Lexington Center Corporation's Opera House for our Kiddie Kapers program for April 12-April 15, 2012.

Please contact me if there are any questions.

CC: Richard Moloney, CAO

This rental agreement offer is withdrawn and offer is canceled unless executed and returned to the offices of Center no later than November 30, 2011.

#1204020

RENTAL AGREEMENT
FOR THE
LEXINGTON CENTER

THIS RENTAL AGREEMENT, made and entered into at Lexington, Kentucky this the 22nd day of November 2011 by and between LEXINGTON CENTER CORPORATION, a Kentucky corporation, with principal offices at 430 West Vine Street, Lexington, Kentucky 40507 (hereinafter referred to as "Center"), and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT – Department of Parks & Recreation at 545 North Upper Street, Lexington, Kentucky, 40507 (hereinafter referred to as "Lessee").

WITNESSETH:

It is hereby mutually agreed by and between Center and Lessee as follows:

1. The Center hereby leases unto Lessee the following portions, and no other, of the premises known as the Lexington Center in Lexington, Kentucky namely: The Lexington Opera House together with the usual entrances and exits to the same, to be used for the purpose of preparation and performance of Kiddie Kapers on the following date(s) outlined in the following Space Use Schedule:

SPACE USE SCHEDULE

Thursday, April 12, 2012:

Move-in, Rehearsal

Friday, April 13, 2012:

Tech, Rehearsal

Saturday, April 14, 2012:

(3) Public Performances

12:00 p.m. / 3:30 p.m. / 7:00 p.m.

Sunday, April 15, 2012:

(1) Public Performance

1:00 p.m.

Move out follows

Finalized schedule of specific building use to be coordinated by Lessee with the LCC Technical and Event Coordinators to be assigned. The approved, finalized schedule will constitute time of Lessee's exclusive use. All other times become non-exclusive and, subject to a "first right of refusal" by Lessee, are available for sale to other potential Lessees.

2. The Lessee agrees to pay the Center, in consideration for the rental of said facilities, the sum of Eight Thousand One Hundred Dollars (\$8,100.00) in addition to any other sums to be paid to the Center pursuant to subsequent sections of this Agreement. The Lessee, in lieu of deposit shall deliver a Lexington Fayette Urban County Government purchase pledge to Center in the amount of Ten Thousand Dollars (\$10,000.00). All remaining indebtedness is due upon rendition of invoice. Center reserves the right to assess a one percent (1%) penalty per month on accounts that are thirty (30) days in arrears.

3. Center will deliver the premises to Lessee, in a condition appropriate for that day's use, on or before the scheduled time of occupancy for the event(s) outlined in the above Space Use Schedule.

4. SERVICES PROVIDED. Except when prevented by strikes, accidents or other causes beyond the control of Center, Center will provide, at its expense the following:

- a) Heat, ventilation and air conditioning, within normal comfort ranges, as may be provided by existing permanent systems during occupancy by patrons or guests. Ambient conditions are provided during set up & strike.
- b) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas and restrooms as well as cleaning at the conclusion of the lease term will be provided. Removal or clean-up of excessive waste material (animal waste, sawdust, soil or large volume of exhibitor waste, etc.) is not provided and subject to additional charge.

- c) Illumination of the leased area as afforded by permanent fixtures is provided. "Work light" system is provided during setup and strike. Simultaneous use of dual systems is not afforded. The Opera House does not have a standard stage lighting plot.
- d) Spectator seating is provided in normal configurations as dictated by capabilities of existing seating platforms, chair inventory and fire regulations.
- e) Dressing rooms as may be afforded by permanent facilities are provided as change areas for performers, contestants and officials. Use of these facilities for purposes other than indicated may warrant additional charges.
- f) Admission and crowd control equipment is provided as appropriate and available within facility inventory capabilities.
- g) Center's Technical Services Department has the capabilities of providing high quality sound reinforcement systems suitable for most concert and assembly activities. The cost of providing such systems and services varies substantially with the requirements of each activity and is not included as a part of standard lease agreements. Utilization of an Opera House sound reinforcement system requires a sound technician throughout the term of use.
- h) Electrical service for production and staging purposes is provided via electrical disconnect terminals at strategic locations within the Opera House. Distribution of electrical service is at the expense of the attraction.
- i) Lessee agrees to pay to Center a 15% administration fee on all stage labor.

5. ADDITIONAL SERVICES AND CONDITIONS.

- a) Arrangements for procurement and sale of tickets shall be provided by the Center or its designated representatives at such places as the Center deems appropriate. The Center shall have complete and sole supervision of sale and collection of tickets. Ticket sales services as to be provided by the Center include: personnel and facilities required to conduct ticket sales in advance, by phone, mail order, at "the gate", ticket printing, electronic outlet service charges and accounting for ticket sales transactions.
- b) Lessee agrees to pay Center, for ticket services Five Hundred Dollars (\$500.00) versus 3% of gross ticket sales for each attraction, net of taxes, whichever is greater. Additionally, Lessee agrees to reimburse Center 3% of gross ticket sales transactions wherein ticket purchasers utilize bank card accounts as the form of payment.
- c) A \$.50 facility fee will be assessed on each ticket sold. If non ticketed private performances are conducted (i.e. school performances) this fee will be assessed at a flat rate of \$50.00 per performance with attendance of 400 or less, or \$100.00 per performance with attendance greater than 400.

- d) Lessee shall not collect, or cause or permit to be collected, or announce the collection of any money or goods, whether for political purposes, charity, or otherwise on the premises without the prior written consent of Center.
- e) Center will make reconciliation of ticket sales transactions at the settlement appointment on the first business day following the load-out of the attraction. However, it is agreed that all receipts from ticket sales shall be held in escrow by the Center until such time that the Center is satisfied that a complete attraction, as advertised, has or will be presented. Center may withhold any such portion as may be appropriate, (1) in satisfaction of amount due Center under terms of this Agreement, (2) to provide for payment of any unknown expenses or costs, or (3) to repair any damage to the premises resulting from the presentation or holding of the event or any other activities of the Lessee or its employees or agents. Within thirty (30) days after the expiration of the agreement, Center will furnish Lessee a statement showing the application of such receipts, and at that time, Center shall pay Lessee any such monies as may be remaining due Lessee. Lessee agrees to pay Center promptly any amounts which are shown to be due Center on such statements which were not paid out of the application of such receipts.
- f) Lessee, by initialing here _____, indicates Lessee's desire that personal checks be accepted as a form of ticket payment and agrees that Center may withhold, for a period not to exceed (30) days, an amount commensurate with outstanding checks and further agrees to absorb loss from any checks uncollected.
- g) It is agreed that issuance of complimentary tickets in behalf of Lessee is restricted to twenty (20) per public performance. Should Lessee desire to issue complimentary tickets in excess of this restriction, Lessee agrees to pay Center \$.70 per ticket issued in excess of limits so stated; further, it is agreed that Center is authorized to issue ten (10) complimentary tickets per performance covered by this Agreement. Tickets issued by Center will not be considered as issued in behalf of Lessee.
- i) Lessee agrees to afford at least one intermission, of at least twenty (20) minutes duration during each public presentation, or event, and that the center will be notified of the time of said intermission.
- j) Lessee agrees that the duration of each presentation or performance shall not exceed (3) hours and extension of said time can be made only upon payment of additional rent.
- k) Lessee, by initialing here _____, indicates Lessee's desire to utilize Center's Group Sales services. Center is hereby authorized to be the sole group sales provider. Group sales are defined as group purchase of 10 tickets or greater and/or bundled singles to employers with 200 employees or greater (aka: super groups) for the above mentioned service. Center's group sales department shall retain 10% of gross ticket sales, less sales tax and facility fee or a flat fee of \$100.00 – whichever is greater, for all tickets sold through this collective effort.

- l) Lessee agrees to comply with Lexington Opera House Rules and Regulations, and Flame Retardant Guidelines below. Lessee further agrees to require participants and patrons to comply with same.
- 1) All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain fully visible.
 - 2) The Opera House is a non-smoking facility.
 - 3) Attachment of signs, display materials, decorations, etc. to wall surface or drapery is prohibited.
 - 4) Animals are prohibited with the exception of those authorized by Lexington Opera House due to the nature of the event. If an animal is needed for a performance, the Lessee is responsible for any damage or cleanup. Additional fees may be applied if cleanup is required by the Center.
 - 5) The use or distribution of inflatables filled with lighter than air gas is prohibited. (Example: Helium filled balloons). Other common event decorations that require advance authorization include but are not limited to candles, glitter and confetti. Additional fees may be incurred for cleanup of these items.
 - 6) Compressed gas cylinders must be firmly secured in an upright position.
 - 7) The use, display, or storage of flammable liquids, including LP gas, is prohibited except as provided by local and state fire regulations.
 - 8) The use of open flames or smoke generating substances is restricted.
 - 9) Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes. In any case, electrical devices that create a hazard to life or property will not be permitted.
 - 10) All decorations and construction materials must be non-combustible or flameproof.
 - 11) Internal combustion equipment and motor vehicles may be displayed under the following conditions:
 - a. Fuel supply limited to that necessary for installation and removal of equipment.
 - b. Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, then the fuel cap must be locked or sealed.
 - c. Electrical power supply must be disconnected.

- d. Keys must be removed from ignition and retained at display location.
- e. Motor vehicles are prohibited in carpeted areas, unless under the direction of LCC management, to take precautions for protection of LCC property.
- 12) The sale, service, or distribution of food or beverage products is an activity that is restricted to those licensed by the Lexington Center Corporation.
- 13) Use of facilities for trade show or public exhibit purposes requires a detailed floor plan depicting the intended use of area. Floor plan will be submitted to the Lexington Center Corporation for review and approval by the Center and local fire marshal where appropriate. Approval of plans shall be obtained prior to sale or allocation of space to potential exhibitors.
- 14) Detailed plans must be submitted for events that require equipment in excess of 100 lbs. to be suspended from the ceiling. Rigging plans must be submitted for approval.
- 15) Any use of motorized vehicle in Lexington Center is subject to prior approval of Center. Use of motorized vehicles during public occupancy of facility is prohibited.
- 16) Possession and consumption of alcoholic beverages is prohibited except by distribution through LCC.
- 17) The possession of firearms, knives, or other dangerous weapons is strictly prohibited in Lexington Center, except as provided by KRS 527.020 or by event security when approved and/or provided by the Lexington Center Corporation.
- 18) The Short Street Circle is not a public parking lot. Parking is restricted to event personnel, as assigned by Center.

m) FLAME RETARDANT REQUIREMENTS AND GUIDELINES

- 1) Lessees of the Lexington Opera House agree to make all Production Pieces fire resistant pursuant to the National Fire Protection Association Code and any applicable local Fire Department Regulations.
- 2) The Opera House staff and the LFUCG Fire Prevention Bureau reserve the right to perform a Flame Test on any Production Piece to verify flame retardant properties. The Opera House and the LFUCG Fire Prevention Bureau can disallow any production piece that is either not flame retardant or contains material that could be considered unsafe.
- 3) Use of pyro technics may incur additional supervision by LFUCG officials. Lessee agrees to assume all responsibility and costs reflected thereto.

Please contact the Lexington Fire Prevention Bureau if you need further information or clarification. 859-231-5602 (phone) or 859-231-5606 (fax).

Vendors for Fire Retardant Supplies:

Production Advantage	proadv.com	800-424-9991
Rose Brand	rosebrand.com	800-223-1624
Lexington Fire Extinguisher		859-299-4686

By signing this document, the Lessee certifies that all Production Pieces used in their production will be chemically treated as to be fire resistant, prior to the load in or use day at the Lexington Opera House.

6. SALE OF FOOD/BEVERAGE/NOVELTIES.

a) **FOOD & BEVERAGE/CONCESSIONS.** The sale or service of food, beverage or concessions shall be conducted or provided only by the Center or Center's designated representatives. Lessee expressly waives and relinquishes, and the Center reserves to itself the rights to all food, beverage and concession operations during the term of this Agreement. Neither the Lessee nor its agent(s) shall give away or sell any food, beverage or any other article that conflicts with the exclusive contracts made herein without written consent of Center. Center reserves to itself the right to open concessions throughout the building. Specific stations may be opened or closed at Lessee's request with permission granted by Center at least two weeks prior to Lessee's occupancy and with the understanding that additional fees may be assessed should anticipated concession revenue not warrant opening.

b) **NOVELTIES & SOUVENIRS.** For public events, the sale of novelties, souvenirs, recordings, programs or other items will not be permitted unless prior written approval has been granted by the Center.

7. INSURABLE INDEMNITY. Lessee agrees to assume, defend at all times, indemnify, protect, save and hold harmless, the Center against claims or demands arising or resulting from the use by Lessee of the premises, including without limitation the claims of any employee of Lessee, the claims of any person attending the event for which the premises have been leased, and the claims of any other person for damages for bodily injury, sickness, mental anguish or death, and claims for damages to the property of Lessee which is sustained in the use by Lessee of the leased premises. Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Center, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against the claims or damages mentioned hereinabove, and to deliver to Center a certificate of insurance reflecting the coverage

with signed contract. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.

8. STAFFING.

- a) Consideration as stipulated in Paragraph 2 does not include personnel as may be required to staff the premises for the event including but not limited to house manager, floor captains, ushers, security guards, special police, stage hands, first aid and other personnel as Center in its reasonable discretion shall deem necessary.
- b) Center will coordinate an adequate usher staff as determined by the Event Coordinator/Manager, from ninety (90) minutes prior to advertised, public performance curtain time(s) through completion of intermission or as directed by Center's House Manager.

9. CANCELLATION. Should Lessee desire to cancel this Agreement, and give notification of such, in writing, to Center at least one hundred eighty (180) days prior to the date of intended use, the Center shall retain all sums paid prior to such notification and both parties shall be relieved of any further obligations under this Agreement. Should, however, Lessee cancel this Agreement later than the time stipulated above, Lessee will be held responsible for payment of the total consideration as stipulated in Paragraph 2 of this Agreement.

10. PLACE OF FUNCTION. All notices, announcements, advertisements or invitations will refer to the place of activity as The Lexington Opera House.

11. COMPLIANCE WITH RULES AND REGULATIONS. Lessee shall, and shall cause its contractors, agents, employees, patrons, and guests to abide by such reasonable rules and regulations as may, from time to time, be adopted by Center for the safe and effective occupancy and operation of said premises.

12. CAPACITY & EXITS. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity or admit a larger number of persons than can safely and freely move about in the rented areas, and the decision of Center in this respect shall be final. Further, no portion of any

passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

13. HAZARDOUS MATERIALS. Lessee agrees not to bring onto the leased premises, any material, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to any persons on the premises or which is likely to constitute a hazard to property thereon.

14. DEFACEMENT OF FACILITY. Lessee specifically agrees not to nail, screw or tape anything to the premises, except in those areas expressly provided for such use, and shall be responsible for any and all damages to the premises and to the Center's property caused by the acts of the Lessee or Lessee's agents, contractors, employees, patrons, or guests, whether accidental or otherwise. Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, with the exception of ordinary use and wear. A facility walk-through by Event Manager and Lessee before, after, or both may be required.

15. ALTERATIONS. Lessee agrees to accept the leased premises "as is" without any obligation on the Center to alter or make any changes in any of its physical facilities.

16. CONTROL OF FACILITY. In using the premises hereinbefore mentioned, the Center does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of same. Duly authorized representatives of the Center may enter the premises at any time and on any occasion without restrictions whatsoever. The entire facility, including the area which is subject to this Agreement, shall at all times be under the charge and control of the Center.

17. COMMON AREAS. Lessee acknowledges that besides the uses of the premises, as stated in Paragraph 1 of this Agreement, the Center and various parts thereof and areas therein may or will be used for installation, holding, or presentation, and removal of activities, events, and engagements other than the event, as stated in Paragraph 1, and that in order for the Center to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the Center, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas, to be scheduled or shared. Lessee agrees that Center shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and Lessee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Lessee enter or use any area or facility of the Center other than those stated in Paragraph 1 of this Agreement without first obtaining the Center's consent and approval.

18. COPYRIGHTS, RECORDING AND BROADCAST RIGHTS.

- a) Should Lessee present or allow the presentation of any composition work or material covered by copyright, Lessee agrees to indemnify and hold the Center harmless for any loss, damage or expense arising from any claim of infringement of such copyright.
- b) Center reserves all rights and privileges for outgoing television and radio broadcasts originating from Center's facility during the term of this Agreement, except such broadcast or telecast as might be made for news purposes. Should Center grant to Lessee such privilege, Center has the right to require advance payment of any estimated related costs to Center and may also require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

19. COMPLIANCE WITH LAWS. No activities in violation of Federal, State or Local laws shall be permitted on the premises and it shall be the responsibility of the Lessee to enforce this provision. In addition, Lessee agrees to comply with the

requirements of the Americans with Disabilities Act ("ADA") and all relevant federal, state and local laws. The Center believes it is in compliance with current ADA requirements as it relates to the physical premises which includes parking, seating, and common areas such as restrooms and concession areas. Lessee shall be responsible for and shall bear all costs of ensuring that its event or program otherwise complies with the ADA's accessibility requirements. This includes, but is not limited to, the provision of auxiliary aids and service such as sign interpreters, readers, and Braille or large print programs, etc. when such aids are required by the ADA and are requested by a patron. Lessee agrees to assume responsibility for its sole negligence. It is agreed that neither of the parties shall be deemed to have accepted the obligation of the other, whether by reason of loss hereunder or otherwise. It is not intended that Lessee assume protection for negligence on the part of the Center.

20. **PROPERTY OF LESSEE.** Upon the expiration of the Agreement, Lessee agrees to remove from the premises all property of whatever nature brought thereon by Lessee, or any of its agents or employees, and that Center shall in no way be responsible for property not so removed. The Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of the Lessee and that the Center shall not be liable to the Lessee or others, for any loss or damage to any such property.

21. **SUBLET.** Lessee shall not assign this Agreement nor suffer any use of the premises other than herein specified, nor sublet the premises or any part thereof, without the written consent of the Center. For the purpose of this Agreement, tradeshow exhibitors are not considered Sub-Lessees.

22. **LICENSES, PERMITS AND TAXES.** Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any

and all licenses, fees, permits, and taxes required to be issued or paid in connection with the Lessee's use of said premises.

23. TERMINATION. Should the Center be destroyed by fire or other elements, or by mob, riot, war or other civic commotion, or should any part of the Center be made impractical for use by any cause beyond the control of the Center, the Center may, at its discretion, terminate and void this Agreement. If such termination occurs before the lease period begins, Center will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Center in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Center a prorated portion of the consideration plus any expenses incurred by Center to that time in connection with this Agreement. Center will refund any part of the consideration already paid by Lessee which exceeds this amount. In the event of such termination, Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such termination.


24. DEFAULT. Notwithstanding any other provision in this Agreement, if Lessee violates any of the terms, conditions or covenants provided herein, such violations shall work as forfeiture of all monies previously paid to Center, the same to be treated as liquidated damages and no portion thereof shall be returned to Lessee. Center shall have in addition the right in the event of such violation, to terminate this Agreement if it shall elect to do so.

LFUCG

By: _____
Jim Gray
Mayor

Date: _____

LEXINGTON CENTER CORPORATION

By:  _____
William B. Owen
President

Date: 11/29/11



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Gray
Mayor

Clay Mason
Commissioner

TO: Mayor Jim Gray
Members, Urban County Council

FROM: Clay Mason, Commissioner *CW*
Department of Public Safety

DATE: January 4, 2012

RE: Purchase of Service Agreement with
Lexington-Fayette Animal Care and Control, LLC

Attached is the annual Purchase of Service Agreement and related Lease Agreement for animal control services with Lexington-Fayette Animal Care and Control, LLC. The proposed agreement incorporates compensation in the amount of \$1,076,690 to the Humane Society as authorized in the FY 2012 budget.

I recommend approval of these Agreements with the Lexington-Fayette Animal Care and Control, LLC for FY 2012 and the funds are budgeted.

Attachment




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

Jim Gray
Mayor

Susan Bush
Acting Commissioner

To: Mayor Jim Gray
Urban County Council

From: 
Charles H. Martin, P.E., Director

Via: 
Susan C. Bush, Acting Commissioner

Date: January 4, 2012

Re: Requesting authorization to execute an agreement awarding a Class A (Neighborhood) Incentive Grant to Friends of Wolf Run Inc. to perform a stormwater quality project, at a cost not to exceed \$7,200.00.

The grant application of Friends of Wolf Run Inc. was reviewed and recommended by the Water Quality Fees Board at its July 21, 2011 meeting. Funding is provided by revenue from the Water Quality Management Fee and is budgeted and available in the Fund 4051 303204 3373 78112. All Class A grants require a minimum 20% match by the grant recipient. The Grant Award Agreement requires the Mayor's signature.

Grantee: Friends of Wolf Run, Inc.

Incentive Grant Amount: \$7,200.00

Minimum Match Required: \$1,800.00

Target Watershed: Wolf Run

Project Overview: Develop a geospatial model using ArcGIS to identify high priority parcels in the Wolf Run Watershed for installation of stormwater quality and/or runoff reduction facilities. Develop a manual documenting the model and for use in recruiting property owners to install stormwater improvements. Model results will be incorporated into the larger Wolf Run Watershed Plan currently under development by LFUCG in collaboration with Friends of Wolf Run and the Wolf Run Watershed Council.

Questions regarding this agreement should be directed to Susan Plueger, the Incentive Grant Program Administrator, at 859-425-2482.

Attachment

Pc: Susan Bush, Acting Commissioner, Department of Environmental Quality & Public Works
Ed Gardner, Department of Law
Julie Mantrom, Division of Water Quality
Susan Plueger, P.E., Division of Water Quality

GRANT AWARD AGREEMENT
Fiscal Year 2012 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 2012, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **FRIENDS OF WOLF RUN, INC.**, 639 Cardinal Lane, Lexington, Kentucky 40503 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$7,200.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph 5 herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
 - (f) The Government shall release payment of the final 3% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality/quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project.
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph 7 above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the

Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.

- (16) The Grantee understands that the **Grant shown herein in Paragraph 1 is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.
- (25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agree-

ments or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

**FRIENDS OF WOLF RUN, INC.
639 CARDINAL LANE
LEXINGTON, KENTUCKY 40503**

BY: Bruce M. Hutcherson
NAME: Bruce M. Hutcherson
TITLE: President Friends of Wolf Run

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Bruce Hutcherson, as the duly authorized representative for and on behalf of Friends of Wolf Run, Inc., on this the 30th day of Dec, 2012.
My commission expires: Aug 7, 2015

Patricia A. Smith 423489
NOTARY PUBLIC

ATTACHMENT A
To the GRANT AWARD AGREEMENT
Between Lexington-Fayette Urban County Government (LFUCG) and
Friends of Wolf Run Inc.
(BMP Retrofit Planning Project)

GRANT PROGRAM: FY2012 Stormwater Quality Projects Incentive Grant Program
Class A (Neighborhood) Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Organization: Friends of Wolf Run, Inc.
639 Cardinal Lane
Lexington, KY 40503
859-619-2233
KY Organization #: 0612068 *PH*

Organization President: **Bruce Hutcheson**
friend@wolfrunwater.org

**Primary Project Contact
and Project Manager:** **Tim Joice**
859-948-6803
tsjoice@gmail.com

Secondary Project Contact: **Ken Cooke**
Secretary, Friends of Wolf Run
859-276-1253
ken.cooke@canewoods.com

PROJECT PLAN ELEMENTS

This project will serve as a catalyst to help implement Stormwater Best Management Practice, (BMP) retrofits in the Wolf Run Watershed, and will serve as a template for BMP retrofitting in future high priority areas. The project elements include:

1) *DEVELOP ArcGIS GEOSPATIAL MODEL IDENTIFYING RETROFIT SITES:*

A geospatial model, or tool, shall be developed to help identify high priority parcels that need BMP retrofitting for stormwater quality treatment and stormwater runoff reduction using ArcGIS. Development will be based on framework developed by Natural Resources Conservation Service, called the Land Evaluation and Site Assessment system, (LESA). The model will contain attributes, or features, of a site or areas that are desirable for stormwater BMP retrofits. These attributes will be grouped into three categories: environmental, socio-cultural, and infrastructural. Through geospatial analysis and evaluation methods this GIS model will result in maps that convey high priority areas, and will provide parcel-based scores for site prioritization.

2) *DEVELOP STORMWATER BMP WORKBOOK MANUAL:*

A manual will be developed (tentatively titled *Stormwater BMP Workbook for Parcels in Wolf Run Watershed*) which will include:

- detailed summary of geospatial methods utilized in GIS Model. ;
- encyclopedia of stormwater BMPs that are applicable to this region. The specific Encyclopedia has not yet been chosen;
- typology of parcel types in the Wolf Run Watershed and Stormwater BMP retrofits appropriate for various parcel types;
- examples to demonstrate how Stormwater BMPs can be implemented on each parcel, benefits they provide, and their estimated cost;

3) **PROPERTY OWNER CONTACTS ABOUT RETROFIT POTENTIAL:**

The intent of the manual is to provide the Friends of Wolf Run the information they need to approach landowners of high priority parcels and suggest opportunities in which they can have a positive impact on stormwater problems in the Wolf Run watershed through water quality improvements, and share funding opportunities such as the LFUCG Incentive Grant program.

For this project, Friends of Wolf Run shall approach at least 5 "high priority" property owners using the data developed by the model and provide those results to LFUCG in the grant reports.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project: None.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

- All project deliverables will be incorporated (by LFUCG) into the Wolf Run Watershed-Based Plan currently under development by LFUCG;
- LFUCG GIS has agreed to provide the required GIS data sets to Friends of Wolf Run, Inc. at no charge for use on this project;
- The Applicant understands that LFUCG GIS staff will not be available to perform work associated with this project other than delivery of existing data sets;

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES/INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include "Permanent Capital Infrastructure" as defined in the Grant Award Agreement. Attachment B is not required for this Agreement.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution of the Grant Award Agreement by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Incentive Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

Table 1. gives the anticipated project schedule.

TABLE 1. PROJECT SCHEDULE -- BMP Retrofit Planning Project

Activity	Anticipated Date (s)
Approval of Grant Award Agreement and Notice to Proceed (NTP)	NTP to be determined
Acquisition of ArcGIS software & GIS Data Acquisition from LFUCG	Within 1 month of NTP
GIS Data Processing & Model Refining	3-5 months
Map Creation	1-2 months
BMP Workbook Creation	4-5 months
Printing of final products to give to Friends of Wolf Run	December 2012
Project Final Report	January 2013
Payment of 3% Retainage	After receipt of Project Final Report

PROJECT BUDGET -- GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

Table 2. Lists the Eligible Expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's match.

Any work performed on this project prior to grant award by Urban County Council and Notice To Proceed from the LFUCG Grant Manager is NOT an eligible expense and shall not be reimbursed or counted toward the match.

BUDGET TABLE: FRIENDS OF WOLF RUN, INC. - BMP RETROFIT PLANNING PROJECT

Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
Project Element: Grant Management							
Volunteer Hours	Friends of Wolf Run	Grant Management: Meetings, product review, accounting and report submission	\$ 7.25 per hour	10	\$ 72.50	\$ -	\$ 72.50
Project Element: Property Owner Contacts about Retrofit Potential							
Volunteer Hours	Friends of Wolf Run	Approaching landowners - assume 5 contacts for 3 hours each.	\$ 7.25 per hour	15	\$ 108.75	\$ -	\$ 108.75
Project Element: Develop ArcGIS Geospatial Model							
Supplies	Friends of Wolf Run Board	ArcGIS license	\$ 100.00 per copy	2	\$ -	\$ 200.00	\$ 200.00
Consulting Fees & Donated Professional Service Hours	Tim Joice	GIS research and Analysis	\$ 50.00 per hour	104	\$ 2,600.00	\$ 2,600.00	\$ 5,200.00
Consulting Fees & Donated Professional Service Hours	Tim Joice	Hard-copy map creation	\$ 50.00 per hour	16	\$ 400.00	\$ 400.00	\$ 800.00
Consulting Fees & Donated Professional Service Hours	Tim Joice	Digital map creation	\$ 50.00 per hour	8	\$ 200.00	\$ 200.00	\$ 400.00
Consulting Fees & Donated Professional Service Hours	Tim Joice	Table datasets	\$ 50.00 per hour	24	\$ 600.00	\$ 600.00	\$ 1,200.00
Project Element: Prepare Stormwater BMP Workbook Manual							
Consulting Fees & Donated Professional Service Hours	Tim Joice	Development of manual "Stormwater BMP Workbook for Parcels in Wolf Run Watershed"	\$ 50.00 per hour	100	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
Materials	Signs Now	Printing of maps	\$ 30.00 per map	20	\$ -	\$ 600.00	\$ 600.00
Materials	Staples	Printing of table datasets	\$ 0.59 per page	25	\$ -	\$ 14.75	\$ 14.75
Materials	Staples	Printing of manual	\$ 0.59 per page	144	\$ -	\$ 85.25	\$ 85.25
TOTAL PROJECT BUDGET:					\$ 6,481.25	\$ 7,200.00	\$ 13,681.25
					ORGANIZATION SHARE*	GRANT SHARE	
					47.4%	52.6%	

* Organization Match must be at least 20% of total project cost for Class A grants

**L043-12****28**

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

Jim Gray
Mayor

Susan Bush
Acting Commissioner

To: Mayor Jim Gray
Urban County Council

From: 
Charles H. Martin, P.E., Director

Via: 
Susan C. Bush, Acting Commissioner

Date: January 4, 2012

Re: Requesting authorization to execute an agreement awarding a Class A (Neighborhood) Incentive Grant to Andover Estates Homeowners Association, Inc. to perform a stormwater quality project, at a cost not to exceed \$8,000.00.

The grant application of Andover Estates Homeowners Association, Inc. was reviewed and recommended by the Water Quality Fees Board at its July 21, 2011 meeting. Funding is provided by revenue from the Water Quality Management Fee and is budgeted and available in the Fund **4051 303204 3373 78112**. All Class A grants require a minimum 20% match by the grant recipient. The Grant Award Agreement requires the Mayor's signature.

Grantee: Andover Estates Homeowners Association, Inc.

Incentive Grant Amount: \$8,000.00

Minimum Match Required: \$2,000.00

Target Watershed: East Hickman

Project Overview: Design and construct a retrofit to an existing eroding and collapsing riprap channel to eliminate channel instability and erosion on a Gingermill Lane residential property. Provide education to the neighborhood on stormwater related issues through brochures and hosting a seminar on water quality.

Questions regarding this agreement should be directed to Susan Plueger, the Incentive Grant Program Administrator, at 859-425-2482.

Attachment

Pc: Susan Bush, Acting Commissioner, Department of Environmental Quality & Public Works
Ed Gardner, Department of Law
Julie Mantrom, Division of Water Quality
Susan Plueger, P.E., Division of Water Quality

GRANT AWARD AGREEMENT

Fiscal Year 2012 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 2011, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **ANDOVER ESTATES HOMEOWNERS ASSOCIATION, INC., P.O. BOX 54451, Lexington, Kentucky 40555-4451**, (hereinafter "Grantee"), and **ALANN F. KAROW AND KRISTI A. KAROW, 543 Gingermill Lane, Lexington, Kentucky, 40509** (hereinafter "property owner").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of ~~\$8,000.00~~ (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph 5 herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, an *Invoice Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
 - (f) The Government shall release payment of the final 3% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee

further agrees to design the facilities in such a way as not to preclude the potential for future water quality/quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project.
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee has provided in Attachment B, which is incorporated herein by reference as if fully set out herein, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph 7 above. The Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities for Class A Grant Projects" attached hereto as Attachment C and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.

- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **15** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (16) The Grantee understands that the **Grant shown herein in Paragraph 1 is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.

- (25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____

JIM GRAY, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION:

**ANDOVER ESTATES HOMEOWNERS
ASSOCIATION, INC.**

P. O. BOX 54451

LEXINGTON, KENTUCKY 40555-4451

BY: Dexter Patton Jr.

NAME: Dexter Patton Jr.

TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Dexter Patton Jr., as the duly authorized representative for and on behalf of Andover Estates HOA, on this the 2nd day of Dec., 2011.

My commission expires: 4/23/2013

Doelman

NOTARY PUBLIC

PROPERTY OWNER:

ALANN F. AND KRISTI A. KAROW

543 GINGERMILL LANE

LEXINGTON, KENTUCKY 40509

BY: Alann F. Karow & Kristi A. Karow

NAME: Alann F. Karow, Kristi A. Karow

TITLE: PROPERTY OWNER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by ALANN KAROW, as the duly authorized representative for and on behalf of ALANN KAROW, on this the 2nd day of Dec., 2011.

My commission expires: 4/23/2013

L043-12

35

Dee P. Watt

NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Andover Estates Homeowners Association, Inc.

GRANT PROGRAM: FY2012 Stormwater Quality Projects Incentive Grant Program
Class A (Neighborhood) Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Organization: Andover Estates Homeowners Association, Inc.
P. O. Box 54451
Lexington, Kentucky 40555-4451

Organization President: D. J. Patton Jr.
(859) 264-7372; (859) 948-7573 (cell)
djpatton10@aol.com

Primary Project Contact and Project Manager: Alann Karow, Treasurer
543 Gingermill Lane
(859)-264-9919
akarow@insightbb.com

Secondary Project Contact: D. J. Patton Jr., President
859-264-7372; (859) 948-7573 (cell)
djpatton10@aol.com

Engineering Firm: Dave Uckotter, P.E.
CDP Engineers, Inc.
3250 Blazer Parkway
Lexington, KY 40509
(859) 264-7500
daveu@cdpengineers.com

Contractor/Supplier: Phil Fassler
Redi-Rock of Kentuckiana
850 Landis Lane
Mt. Washington, KY 40047
(502) 538-6829; (502) 428-9089 (cell)
kyredirock@yahoo.com

PROJECT PLAN ELEMENTS

1) WATER QUALITY EDUCATIONAL PROGRAM:

The Organization will hold an education program for the residents. An engineer from CDP engineers will present a 1-hour presentation on the importance of water quality and its benefits to the property owners and community. This is especially pertinent as the Homeowners Association is adjacent to Jacobson Park Lake. Three points will be the focus:

- a. Sediment Control
- b. Pesticides
- c. Nutrients

The program will include a series of educational brochures to be provided to the residents.

In addition to this planned event, the residence at 543 Gingermill Lane, where the channel stabilization will be implemented, can be used as an example for the neighborhood on what

practices might be useful to mitigate other erosion problems that are occurring downstream from this site. There are several other locations of bank erosion within the subdivision drainage ways as well as in a large stream and greenway at the back of the residences along Burning Tree Lane. These houses are less than 1000 feet downstream from this project.

2) CHANNEL STABILIZATION DESIGN AND CONSTRUCTION:

This project element includes the design and construction to fix an existing eroding and collapsing riprap channel, eliminating channel instability and erosion at a private residence at 543 Gingermill Lane (PVA # 10051480), in the Andover Estates section of the Lochmere Subdivision. This channel receives runoff from a 36 acre watershed, and conveys it to a 36-inch diameter storm drain in the side yard of this property. A portion of this channel is at a 20% slope, and is unstable for over 25 feet.

This project includes construction of one or more grade control structures utilizing Rêdi-Rock blocks to allow the runoff to safely cascade down the steep slope before entering the storm drain. This will also prevent head-cutting of the stream upstream of this area. The slope restoration will also allow the roots of a 300 year old oak tree, which have been exposed due to erosion, to be covered and protected.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project: None.

PERMANENT FACILITIES/INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include "Permanent Capital Infrastructure" as defined in the Grant Award Agreement. Attachments B and C are not required for this Agreement.

Ownership: The project improvements shall become the property of the property owner of 543 Gingermill Lane.

Monitoring: The Organization agrees to allow LFUCG staff access to the project site to monitor the installed features for compliance with this agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of LFUCG's annual reporting requirement of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase I permit.

MAINTENANCE AGREEMENT

The Organization and property owner agree to maintain the improvements that are constructed with Water Quality Management Fee grant monies as long as they exist and in good working order. Good working order in this case is defined to mean a structurally stable channel, and effective ground cover that prevents erosion and sediment transport off site or into the storm drainage pipe. Any necessary repairs to maintain the system in good working order shall be the shared responsibility of the property owner and the Organization and not LFUCG.

PRIVATE PROPERTY ACCESS

It is expected that all improvements will be placed on the property at 543 Gingermill Lane. The Organization is responsible for obtaining authorization from any other affected property owner(s) allowing access for activities covered by this grant. No permanent feature may be placed upon a property not owned by the Organization without prior signed authorization from the owner. Authorization has been provided by the owner of 543 Gingermill Lane as part of the grant application process.

ADDITIONAL GRANT STIPULATIONS

- As this project includes grading or work within a stream or drainage channel, the Organization is required to submit an application to the Kentucky Division of Water for a "Permit to Construct Across or Along a Stream and/or Water Quality Certification" and obtain any approvals needed prior to start of any disturbance.

- As the project includes movement of soil and/or land disturbance, the Organization understands that it is responsible to ensure its contractor does not discharge any sediment into surface waters of Fayette County, or the street or curb line, storm drainage inlet or pipe. Erosion control methods shall be utilized. In addition, bare soil shall be covered at the end of each work day and prior to rain events to prevent the risk of erosion.
- The Organization understands that any work with a street right-of-way or any utility easement (public or private) shall require approvals and/or encroachment agreements from the effected parties, and these must be obtained prior to start of work.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1. PROJECT SCHEDULE

Activity	Anticipated Date (s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (November 2011)
Meeting with all Project Participants	Within one month of NTP, and monthly thereafter
Advertise for Educational Program	First AEHA Meeting after Project Meeting
Hold Educational Program	Within the first quarter after Project Meeting
Engineering Design	February – April 2012
Apply for Stream Permit	April 2012
Construction	June – September 2012
Provide Final Project Report to LFUCG	30 Days after Project Completion

PROJECT BUDGET -- GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

Table 2. Lists the Eligible Expenses for this project. Table 3. provides more detail on the design consultant services. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's match.

Any work performed on this project prior to grant award by Urban County Council and Notice to Proceed from the LFUCG Grant Manager is NOT an eligible expense and shall not be reimbursed or counted toward the match.

TABLE 2. ELIGIBLE EXPENSES

BUDGET TABLE: ANDOVER ESTATES HOMEOWNER ASSOCIATION, INC.

Type of Expense	Participants	Item	Unit Price	Quantity	* Funded by Organization	Funded by Grant	Total Expense
Project Element: Water Quality Educational Program							
Volunteer Hours	AEHA Board and 37 Homeowners	Volunteer attendance at the Educational Meeting	\$ 7.25 per hour	20	\$ 145.00	\$ -	\$ 145.00
Materials	AEHA Board and 37 Homeowners	5 brochures at .50 each, (250 brochures in total)	\$ 0.50 per brochure	250	\$ -	\$ 125.00	\$ 125.00
Consulting Fees	ODP Engineers	Honorarium for 1 hour presentation	\$ 150.00 lump sum	1 hour	\$ 75.00	\$ 75.00	\$ 150.00
Project Element: Channel Stabilization Design and Construction							
Volunteer Hours	AEHA Board	Pre-construction Meeting. Ensure that contractor, home owner, and Association are in agreement	\$ 7.25 per hour	2	\$ 14.50	\$ -	\$ 14.50
Construction and Supplies	Redi-Rock	Materials, rental, and labor	\$ 7,840.50 lump sum	1	\$ 1,340.50	\$ 6,500.00	\$ 7,840.50
Consulting Fees	ODP Engineers, Inc.	Project development, design, inspection, and report prep	\$ 1,725.00 lump sum	1	\$ 425.00	\$ 1,300.00	\$ 1,725.00
TOTAL PROJECT BUDGET:					\$ 2,000.00	\$ 8,600.00	\$ 10,000.00
					ORGANIZATION SHARE 20.0%	GRANT SHARE 80.0%	

* Organization share at end of project must be \$2,000.00 or greater (i.e. 20% of total)

TABLE 3. DESIGN CONSULTING FEE ESTIMATE

543 Gingermill Lane Stormwater Channel Stabilization Grant - Design Estimate (CDP Engineers)

Site/Civil Related Services WORK ELEMENT	Manhours					Cost
	PROJECT MANAGER	PROJECT ENGINEER/II	PROJECT LANDSCAPE ARCHITECT/II	CADD TECHNICIAN	CLERICAL	
Project Administration						
project coordination	2				1	\$300
project administration total						\$300
Site Construction Documents						
site layout plan	0.5	4				\$488
details and notes	0.5	4				\$488
review mtgs w/PLUG	2					\$250
Cost Estimates and Quantities	0.5	1.4				\$210
Site Construction Total						\$1,426
TOTALS	5.5	9.4	0	0	1	\$1,726
Rate	\$125	\$105	\$105	\$25	\$50	



**L049-12
40**

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: JANUARY 6, 2012

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENTS WITH
VARIOUS NONPROFIT ORGANIZATIONS FOR PARTICIPATION IN THE
ADOPT-A-SPOT ROADWAY CLEANUP PROGRAM UNDER THE KENTUCKY
PRIDE GRANT FOR FY 2012**

On November 17, 2011 (Resolution # 523-2011), the Urban County Council approved acceptance of state funds from the Kentucky Energy and Environment Cabinet providing for litter cleanups on Fayette County roadways. The LFUCG Department of Environmental Quality and Public Works uses a portion of these funds to support the Adopt-a-Spot program. The Adopt-a-Spot program includes the participation of non-profit organizations who conduct litter pickups on designated roadways four times per year. This program, modeled after a successful state adopt-a-spot program, was implemented several years ago in response to a request from citizens who voiced a need for litter pick-up on public roadways. The dollar amounts are based upon mileage and difficulty.

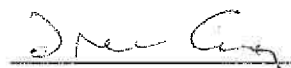
Agreements are proposed with the following organizations that will conduct clean-ups on rural roadways: Christ United Methodist Church, BSA #220 (\$1,304.12); Christ Centered Church, BSA #59 (\$1,567.20); Immanuel Baptist Church, BSA #41 (\$1,231.68); Rosemont Baptist Church, BSA #98 (\$1,157.40); Beaumont Presbyterian, BSA #279 (\$1,038.28); Greater Faith Apostolic Church, BSA #238 (\$1,103.60); First Alliance Church (\$1,265.40); and Bluegrass Chapter Order of Demolay (\$1,332.32).

Agreements are proposed with the following organizations that will conduct clean-ups on inner city roadways: Christian Youth Fellowship (\$1,942.51); Phillips Memorial Church (\$2,191.56); Boy Scout Troop #103 (\$298.85); Boy Scout Troop #13 (\$1,992.32); Boy Scout Troop #186 (\$273.95); Boy Scout Troop #382 (\$448.27); Greater Faith Apostolic Church, BSA #238 (\$522.98); Tates Creek Presbyterian Church BS Troop 226 (\$921.44); Alpha Kappa Alpha-Eta Rho (\$636.12); Lexington Swingers Golf Club Inc. (\$1,616.00); and Alpha Kappa (\$1,023.12).

Funds for these activities for the period of January 1, 2012 through December 31, 2012, are budgeted as follows:

FUND	DEPT ID	Section	ACCT	PROJECT/GRANT	BUD REF	ACTIVITY
3400	303301	0001	71299	KYPRIDE 2012	2012	STA GRANT

Council authorization to execute agreements with various nonprofit organizations is hereby requested.


Irene Gooding, Director

Xc: Susan Bush, Acting Commissioner of Department of Environmental Quality and Public Works

HORSE CAPITAL OF THE WORLD



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: January 9, 2012

RE: Conditional Lease

Council approval is requested to execute a Conditional Offer to Lease property at 913 Georgetown St. to Healthfirst Bluegrass, Inc. for the purpose of operating an outpatient ambulatory health care facility for which at least 51% of patients are at or below the area median income. This offer recognizes the requirements of the Community Development Block Grant (CDBG) used for original purchase of 913 Georgetown St. and allows Healthfirst Bluegrass, Inc. to move forward with a recently awarded Health Resources and Services Administration (HRSA) grant of \$11.749 million. There will be no budget implications to the government unless and until there is a final lease agreement.

Council approval is requested.

DRAFT

CONDITIONAL OFFER TO LEASE

This offer is made this _____ day of January, 2012, by the Lexington Fayette Urban County Government (LFUCG) to Healthfirst Bluegrass, Inc., for a lease agreement at the property owned by LFUCG at 913 Georgetown St., Lexington, KY., 40511 for the purpose of developing and operating an ambulatory outpatient health care facility for the citizens of Fayette County. It is the intention of LFUCG to offer this lease at a cost of one dollar a year for a period of forty years provided certain conditions are met.

The 913 Georgetown St. property was purchased in 1980 with Federal Community Development Block Grant funds (CDBG), to be used by the Community Action Council, Inc. (CAC) to offer services to the low-income citizens of Fayette County. In order to meet the requirements of buildings purchased with CDBG funds, the following conditions must be met in order to execute the lease:

1. The property at 913 Georgetown St. shall be subdivided. Approximately one-third of the main building shall be occupied by CAC in order to support the programs of its Neighborhood Service Center.
2. The separate kitchen building and transportation services located at 913 Georgetown St. shall be retained for use by CAC in order to support its Headstart program and all other transportation services.
3. LFUCG shall provide comparable space in another location to CAC for the ten employees affiliated with Program Support Services.
4. A public hearing shall be held in regard to the change in usage 30 days prior to the execution of the lease.

Healthfirst Bluegrass was awarded a federal Affordable Care Act- Capital Development Grant from HHS Health Resources and Services Administration (HRSA) in the amount of \$11.749 million. The 913 Georgetown St. property will be one of two sites developed with these funds. Healthfirst Bluegrass shall be responsible for the following items under the terms of the proposed lease:

1. Healthfirst Bluegrass must meet the CDBG requirement of benefiting a low-income population: fifty-one percent of patients served must be at or below the Area Median Income.
2. Assume the costs of all renovations to the existing building and surrounding property. This will include site drainage, parking, ingress and egress from the site and any possible expansion to the existing building.
3. Supply all equipment and fixtures required to operate the clinic.
4. Cover the costs of all utilities and facility maintenance and management during the period of the lease.
5. Compliance with all federal regulations under the Community Development Block Grant Program (U.S. Department of Housing and Urban Development) and the Health Resources and Services Administration (Health and Human Services).

This offer is further subject to LFUCG and Healthfirst Bluegrass, Inc., agreeing to the terms of and executing a written lease agreement for the property.

This offer shall become effective on the date of its passage by the Lexington Fayette Urban County Council.

Mayor Jim Gray

**Neighborhood Development Funds
January 17, 2012
Work Session**

Amount	Recipient	Purpose
\$475.00	Kentucky Chinese American Association, Inc. P.O. Box 910186 Lexington, KY 40591 Changzheng Wang	Funding to support the 2012 Chinese New Year Celebration on January 21, 2012.
\$500.00	Robinwood Neighbors Association Inc. 3525 Berwyn Court Lexington, KY 40503 Robin Young	Funding for neighborhood association startup costs and printing of informational materials.

Special Public Safety Meeting
Topic: Best System for Operating Community Corrections
Minutes & Table of Motions

January 10, 2012

The meeting began at 9:10am.

All Committee members were present except for CM Bill Farmer. In addition, CM Steve Kay, CM Tom Blues and VM Gorton, were in attendance as non-voting.

Council Staff Paul Schoninger was called to present.

Mr. Schoninger went over the contents of the committee packet and announced those in the audience who may be able to address the committee members' questions following his presentation.

Mr. Schoninger described the three systems of jail administration options. He stated that his research does not include a recommendation of who should run the jail. He explained that all three systems have their advantages and disadvantages.

Mr. Schoninger referred to the January 3rd memo where he states that if the jail is to be maintained at its current management structure, there are tactical and strategic plans that should be made to deal with some of the current issues.

He also recommends that the jail go through an accreditation process via ACA. He discussed details of accreditation, including potential costs associated with the process.

Using the same memo as reference, Mr. Schoninger explained liability is also addressed. He gave a summary of the exposure since 2006. He pointed out that per the ACA, the current risk management and exposure management could be handled more effectively.

Mr. Schoninger discussed some discrepancies in his report, relating to turnovers. He suspects that numbers were transposed at some point and he is working to get a real number.

Mr. Schoninger discussed the design of the current facility and potential issues with employee stress relating to the design due to the lack of interaction with other employees.

VM Gorton asked Mr. Schoninger about elected jailer versus sheriff option.

Councilmember Crosbie asked for a breakdown of the types of lawsuits. She stated that LFUCG still has the risks regardless of who runs the facility.

Councilmember Myers asked Mr. Schoninger about liability. He wants to separate the two different types of liability. To separate employee lawsuit versus a lawsuit relating to the facility itself is important to consider as Mr. Schoninger brings forward the information requested.

CM Myers acknowledged Sheriff Witt in the audience.

CM Myers asked about a possibility of a purchase of service agreement.

Paul Schoninger commented on the exposure issue, encouraging a discussion between the Sheriff's office and our Law Department. Mr. Schoninger mentioned that KRS 441, in his perspective, rest responsibility to LFUCG. KRS 441 says that even if contracted out, exposure would be limited but not eliminated. He referenced Patrick Johnston, Risk Management, memo which is included in the committee packet.

CM Myers restated the three options for management of the jail.

CM Myers said that he does not believe anyone wants an elected jailer. He made a recommendation to the committee members of discussion of elimination of jailer as an option.

There was a motion made by CM Crosbie to eliminate the option of an elected jailer from the discussion moving forward. There was a second. Discussion ensued.

CM Martin said that he would not support this motion because the task force has not completed their work and he would like to hear from the experts and get more information on this issue before eliminating any options. He believes that it would cut the legs out from under the task force.

CM Myers responded that his understanding is that the task force has no desire to go back to an elected jailer. CM Myers says that it is the Council body that put the legislation in place that determined the current administration at the jail. He stressed that it is the Council that makes the ultimate decision on who runs the jail.

CM Crosbie added that the Council has been working on this issue for months and the task force was appointed by the Mayor. She believes there is work that the committee can do independent of the Mayor's task force.

CM Blues said that this discussion is irrelevant and premature at this time. He believes its best to keep all options open until all work has been done.

CM Martin asked to delay this motion until the end of the meeting. He would like to hear from the experts present.

Based on the discussion, Chair Lawless received agreement to drop this motion, at least until the end of the meeting.

VM Gorton asked Mr. Schoninger about a bid process and whether this would be allowable. Mr. Schoninger said there is not anything he is aware of that would preclude a bid process. VM Gorton asked about outsourcing component of jail operations such as food service, CAP, etc. Mr. Schoninger said there is nothing to preclude that option.

VM Gorton asked about the Criminal Justice Commission and its status. It had been discussed in the transition team. And it was seen as favorable by the transition team to implement.

Mr. Schoninger answered that it is his understanding that the Mayor has already created something very similar to the Criminal Justice Commission.

VM Gorton asked if this would be created by ordinance or through the Mayor's office. VM Gorton asked if they are already meeting and asked who is on the Criminal Justice Commission and when they meet.

Chris Frost, chair of the Public Safety Commission addressed the committee stating that the Public Safety Task Force was formed along the lines of the Criminal Justice Commission. He detailed the composition of the group. He stated that that work has been divided into two work groups; the Detention Center Work Group and the HB 463 Work Group. As far as a relationship with the Public Safety Committee, the Mayor has asked him to look at what the relationship is with the Council's Committee.

Mr. Frost detailed a fourth option of Community Corrections operations, which involves a collaborative effort.

Mr. Frost spoke about the need to answer questions about liability, budgetary obligations, structure of transfer of management, facility ownership, vehicle ownership, training, union status, insurance, litigation defense, risk management and contracts. He spoke about surveying stakeholders to answer the overall question of "is this a good idea?" The Task Force would like some indication from the committee that the proposals that come from the Task Force will be considered. He asked is a switch of leadership going to get LFUCG to accomplish the desired result.

Chair Lawless invited Sheriff Kathy Witt to the microphone to answer committee members' questions.

Chair Lawless asked if Sheriff Witt has had an opportunity to have her insurance people into the facility to get a quote. Sheriff Witt says that her office is fully insured and has been in discussion with various insurance companies about making a quote. Sheriff Witt discussed risk involved with the office of the Sheriff taking over the management of Community Corrections.

Chair Lawless asked Sheriff Witt about Purchase of Service agreement details. Sheriff Witt said she would need to talk with her attorney about what a PSA would look like and

what the funding stream would look like. She mentioned that she had reviewed LFUCG's funding for partner agencies in the FY12 budget.

CM Crosbie invited Patrick Johnston with Risk Management to the microphone. She asked him liability and types of liabilities that would be involved if the Sheriff ran the jail by agreement. He responded that the Sheriff's office would work with our Law Department on the details of the agreement and determine what indemnification the Sheriff's office would accept. Wage and hour would be the Sheriff's, but if we own the building and the liability is against the building, it would be our responsibility.

CM Crosbie asked if Mr. Johnston has a list of liabilities. Mr. Johnston stated that the biggest liabilities death or serious injury, lack of medical care (medical provided at the facility) failure to have appropriate policy & procedure (accreditation would help with this) and excessive force. Mr. Johnston said that these could all be transferred with an agreement.

CM Crosbie said in response to Mr. Frost, and his question about where we are going with this. She stated that the Council wants the best management practice for our jail. She explained that she is hearing that the elected jailer option is not being considered, except for its allowable by law. She believes there are two options; stay with the status quo or go with the Sheriff's office, because those are options that have been discussed. She added that the bid process is newly added to the discussion today. She said that the Council has discussed status quo for months. She said that the committee has not been able to get information from the Sheriff and she is hoping that the Task Force can get the information needed to make a decision for the best option and get back the committee in a timely manner.

CM Martin said he heard more than two options from what Mr. Frost said. He heard that the best practice may be a combination of things that is not just all give to the Sheriff or keep for ourselves. In just dealing with who could options of who can run the jail, we've had an elected jailer in the past, we have an elected sheriff and appointed director that has a permanency beyond the term of a Mayor or a director than can coincide with the Mayor's term, or could be removed by the Mayor if they're not working out. How do you attract and keep good people to run a good operation but also how do you change them when they are not working out. CM Martin is looking forward to what the Task Force comes up with. He acknowledged Chris Frost's expertise. He explained that the current sheriff has high integrity, but what if the next sheriff doesn't. CM Martin said he looks forward to the Task Force bringing forward a hybrid model.

Chair Lawless referred to a list passed around to committee members showing litigation relating to Community Corrections 2006-2011. The Chair asked about a survey that she had requested to be done by Ray Sabbatine and asked if it had been completed. He responded that it had not been done.

Chair Lawless asked Mr. Sabbatine about Bureau Managers at Community Corrections and their role previous to now. She asked about litigations. Mr. Sabbatine said he was

sent to deal with operational, not litigation. Mr. Sabbatine said there have been no litigations under his watch. Chair Lawless commented that some of the lawsuits are pending.

CM Kay commented that it is difficult to figure out what parts of the information is relevant to the issue at hand and how the task force work relates to the work of the Public Safety Committee. He stated that the crucial question, in his mind, is which of the parts of the jail relating to management, which have not been effective, would be affected by a change in the structure of management. A lot of what the committee is looking at has nothing to do with the structure, but instead the efficiency. He believes it would be a mistake to ask the Task Force to look at the full list of those things that Mr. Frost listed. He believes it would be useful for the Task Force to outline what it would take to answer those questions because those would have to be answered to consider a change in management structure. He believes the key question for the Task Force and the Public Safety Committee is what actually needs to be changed in the management of the jail and for any of those would a change in management structure make a difference.

CM Myers invited Sheriff Witt to the microphone and commented that CM Kay's comments were excellent. He said that the reason he wanted to put this into the committee is because the jail is not operating well. He stated that in 49 states, the sheriff runs the jail and he finds that interesting. CM Myers states that he never knew, until now, there was an option for the sheriff to run the jail, but he kept looking at turnover, people leaving because of the lack of advancement opportunity, lawsuits and the cost of training and retraining warrants a look at a change in management structure. In talking with the Sheriff and looking at the research he believes this is the way to go because of the value adds. He compared it to the merger of our government. CM Myers asked the Sheriff about listing value-adds. He refers to the article in the packet (pg. 12) where Mr. Sabbatine discusses the value add of having the sheriff's office take over functions at the jail.

Sheriff Witt talked about value-adds, such as career advancement, same retirement system as community corrections, fully-insured, absorption of director salary, court transportation savings, CAP savings and management style. She spoke on several programs that she states would be value-adds.

CM Beard asked Commissioner Driskell about debt and facility handling.

Commissioner Driskell said that ownership of the facility, as it relates to debt would be a legal issue.

Commissioner Graham said that under KRS 441, LFUCG is the ultimate financier of the inmate care and financier and would retain obligation of the debt. Commissioner Driskell said our credit, our facility.

Commissioner Graham added that collective bargaining agreements have an obligation of good faith in those negotiations. She said that Sheriff Witt's office employees are at-will employees so that should be considered as decisions are being discussed.

CM Beard commented that this is extremely complex and should be done over time. Commissioner Mason says that a new director will be hired and complete collective bargaining at the direction of Council. If there is necessity to go in a different direction, he believes it needs to happen in a unified voice from the Council.

CM Stinnett said that the fundamental question is do we feel like the administration cannot effectively run the jail and correct the issues. If the committee feels that way, then we should consider a proposal from the Sheriff.

Commissioner Mason says that we are moving in positive direction with community corrections similar to the fire department. Transition reports have been reviewed, we have an interim director, we will hire a new director. He states that he is confident that changes can be made to improve conditions at the jail.

CM Stinnett asked if the liability has been reviewed.

Commissioner Graham discussed liability: employee liability would be transferred to Sheriff if the office takes over jail. The issue is how do you transfer if you have collective bargaining and existing contractual obligations. Other liabilities include inmate care, 8th amendment issues, issues involving civil right. If we went to a sheriff model, the council would be the funding mechanism for the jail. Under KRS 441, funding entity would be liable.

CM Stinnett not so much concerned about liability issue because it is debatable. He wants to answer who is best to run the jail. He believes we need to decide what information do we need to have to make the decision of who should run the jail.

CM Ford believes this an administrative function to determine if they can fix it or not. He offered that the employees are assets to the government. He asked that the Council and Administration elevate the impact on the employees with regard to any changes that may occur. He says that because of change of leadership and collective bargaining circumstances, the employees are in a state of limbo.

VM Gorton asked about whether a change from civil service to an appointed position has been considered. It was acknowledged that it has not been. VM Gorton said that it should be.

CM Blues said that who should operate the jail has not been undertaken by the committee and he feels that the Task Force is working on this very major issue. Deliberation can be combined with speed, but deliberation has to be the predominate value. He believes that a lot more evidence and information is necessary before an intelligent decision can be reached.

CM Myers asked Mr. Sabbatine about a white paper created a few years ago that was part of the proposal the sheriff's office submitted to the Mayor. In that report, CM Myers pointed out, Mr. Sabbatine was supportive of the Sheriff's proposal. He asked if Mr. Sabbatine still felt the same way. He responded yes, but clarified that it was components he is supportive.

CM Myers asked Sabbatine if he has consulted others on making their operations like ours. Mr. Sabbatine spoke on the issue of sheriffs running jails around the country. Mr. Sabbatine says that there is no way to speak on absolutes until research is done. He says there are a huge amount of political problems associated with the sheriff taking the jail over.

A motion by CM Crosbie to request the Task Force present at the March meeting of the Public Safety Committee. Presentation with responses from the three entities, and minutes of the meeting emailed as soon as prepared and responses to questions asked during this committee meeting, seconded by CM Ellinger. Passed without dissent.

Motion to adjourn by CM Crosbie, seconded by CM Ellinger, passed without dissent.

Prepared by: Andrea James, Legislative Aide to CM Lawless

Public Safety Committee
January 10, 2012
1:00pm

All members were present.

Chair Lawless called the meeting to order.

Taxi Cab Ordinance

Rick Curtis addressed the committee. He began by reviewing the draft ordinance and explaining rationale for changes to the current ordinance.

CM Lawless explained to the committee that she had been in communication with all of the taxi cab companies regarding the changes. Chair Lawless led committee members through the packet, paying particular attention to the letters from the Lexington Convention & Visitors Bureau and Bluegrass Airport.

CM Martin asked about inspection fees and frequency.

CM Stinnett wanted to know what changes occurred from the last draft. He also asked about drug testing of drivers.

CM Henson commented about drug testing, background checks and asked Rick Curtis about the reference of family members starting taxi companies.

CM Martin asked about Section 17 of the proposed ordinance referring to the zoning ordinance issue.

CM Farmer gave an opportunity for the business owners present to present.

The committee heard from Greg Kujawski and Ray Sjogren, both with Mr. Taxi.

Mr. Taxi representatives passed around a report titled "Benefits of a Full Service Taxicab Company" and referred to it as they spoke to the committee members.

CM Ford asked Rick Curtis to clarify how lower numbers improve public safety.

CM Henson asked questions of Mr. Taxi. She commented on her perspective of the size of the fleet and driver safety.

Bob Babbage spoke to the committee about the draft ordinance. He mentioned drug testing and sex offender registry relating to the drivers.

CM Lawless asked Detective Beavers about cars being taken out of service because of failed inspections.

CM Crosbie asked about tips and the 231-SAFE rides program. United representative answered her questions.

CM Crosbie asked Glenda George with our Law Department about liability for courtesy rides.

The committee heard from Will McGinnis, who runs a taxi service.

CM Farmer asked about timing of this draft.

A motion was made by CM Beard to continue this issue to a future Public Safety Committee meeting. Second by CM Crosbie. The motion passed without dissent.

Emergency Management Long Range Strategic Plan

Pat Dugger presented the Division of Emergency Management's long range plan. Powerpoint available for review.

Motion to adjourn passed without dissent.

Prepared by: Andrea James, Legislative Aide to CM Lawless



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center

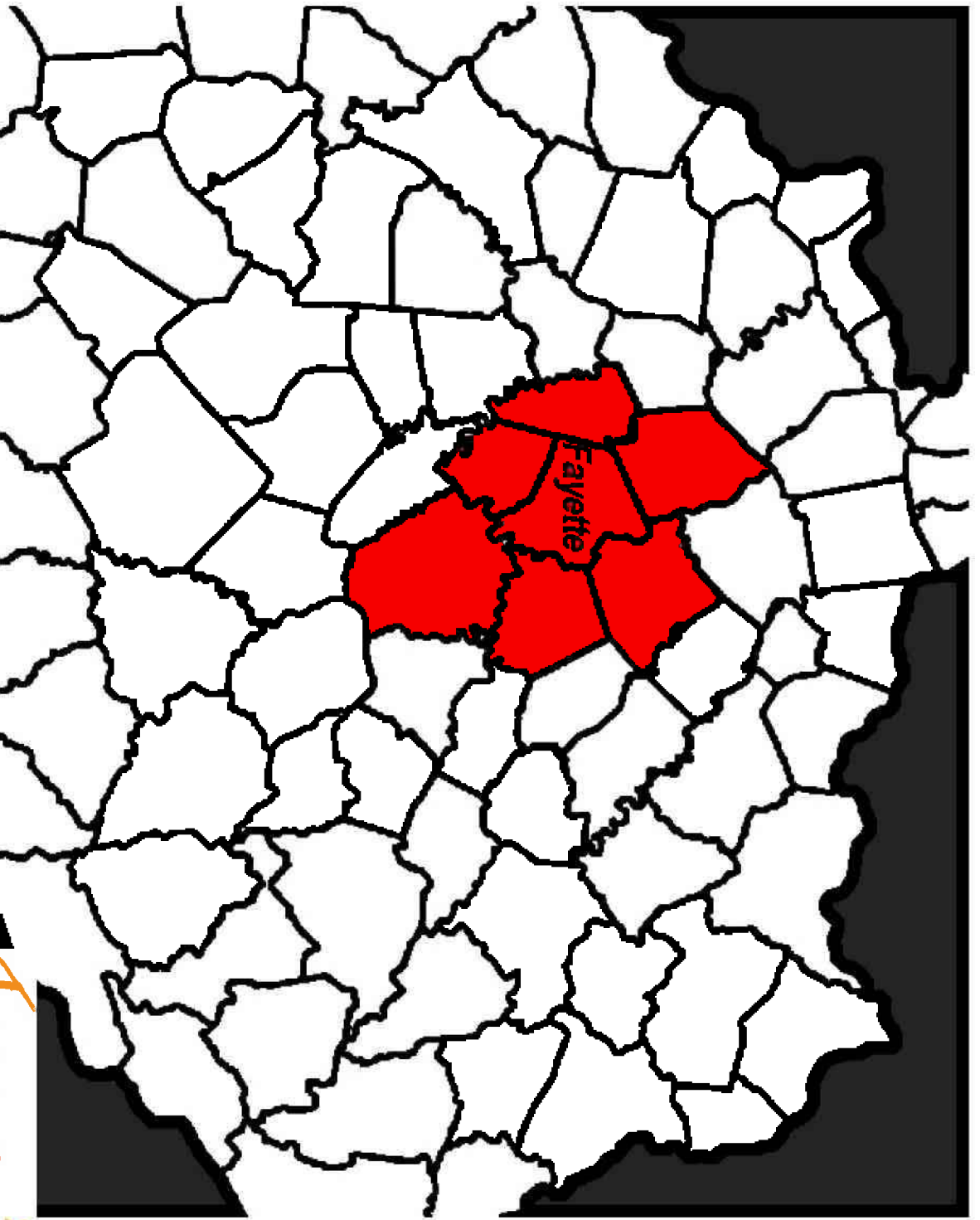


“To be able to offer such a high quality learning experience free to students who otherwise wouldn’t have such an opportunity was exciting. To see its ripples extend beyond the small group involved was even more gratifying.”

—Joanne Rojas, Science Teacher

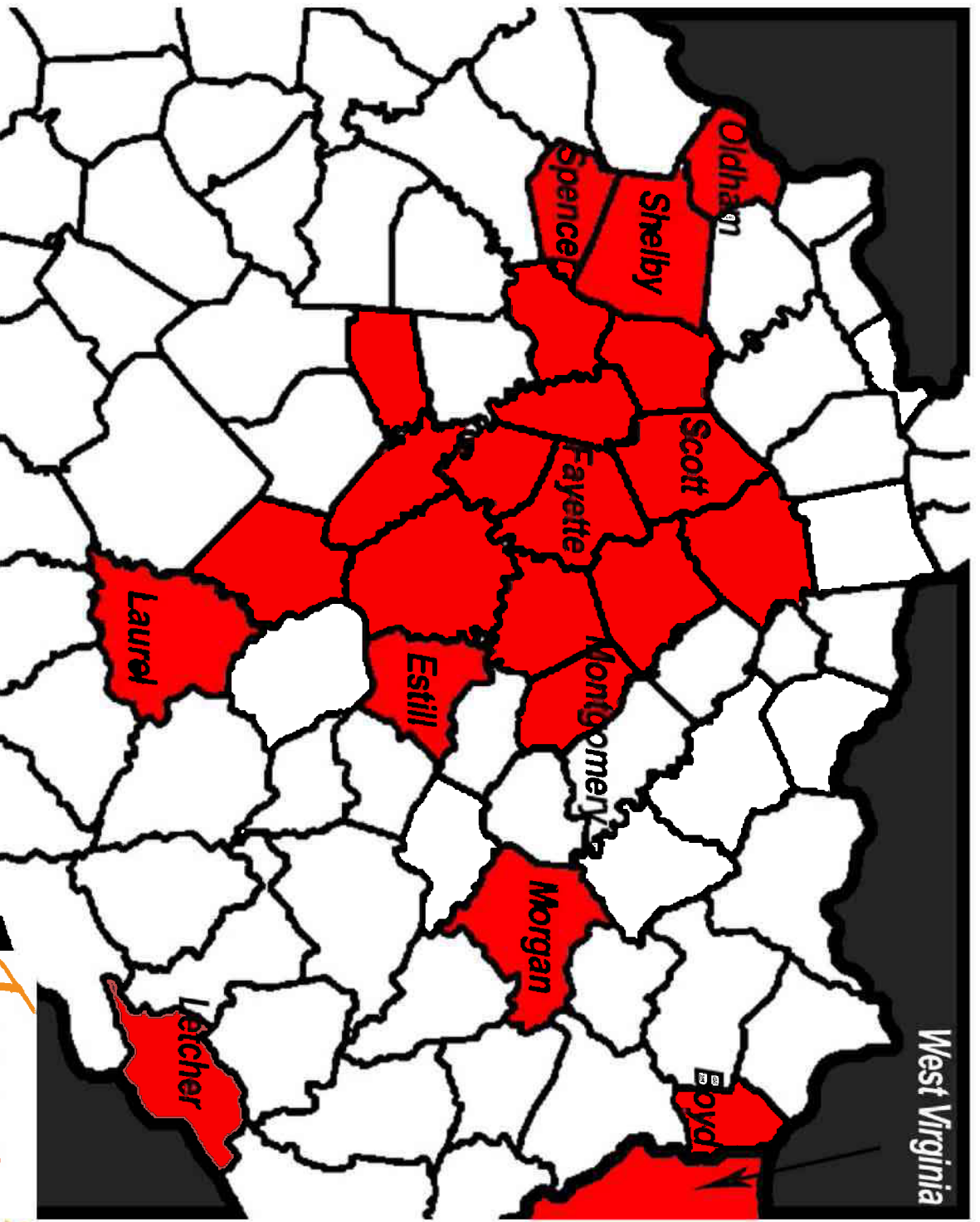
Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Counties Served in 2007

Bourbon, Clark, Fayette, Jessamine, Madison, Scott, and Woodford



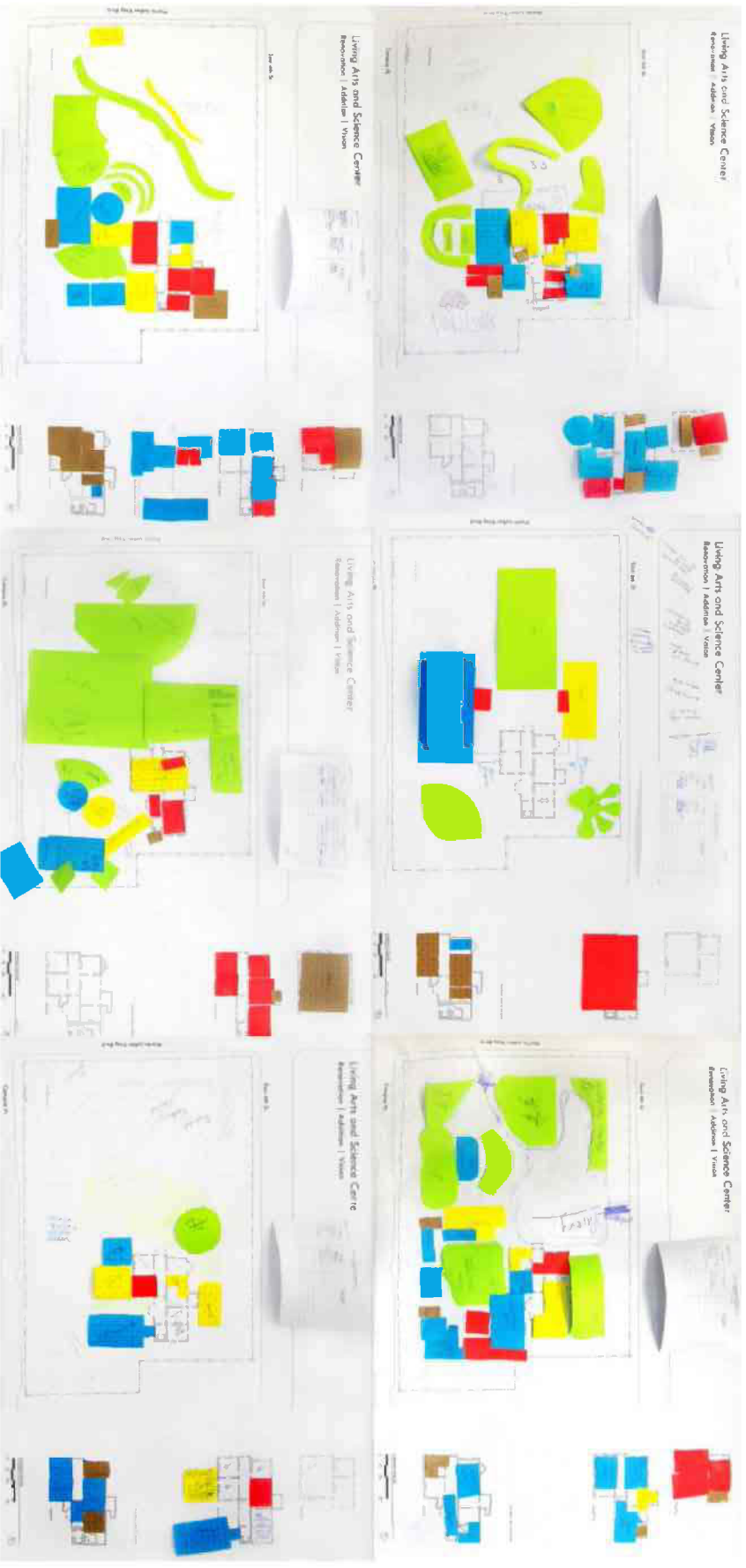
Counties Served in 2011

Anderson, Bourbon, Boyd, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Laurel, Letcher, Madison, Montgomery, Morgan, Oldham, Rockcastle, Scott, Shelby, Spencer, Woodford, and Huntington, West Virginia.



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

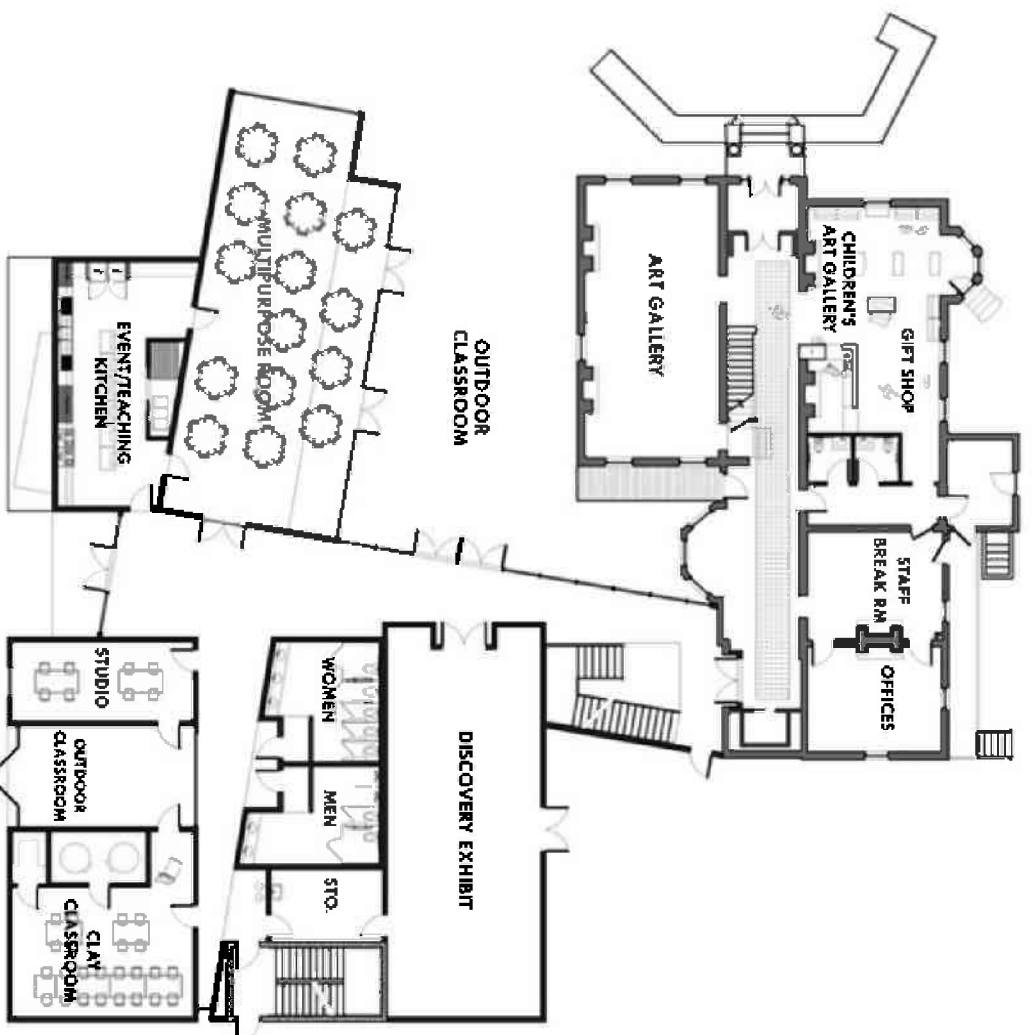
A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center

SCHEMATIC DESIGN
Floor Plans



GROUND FLOOR



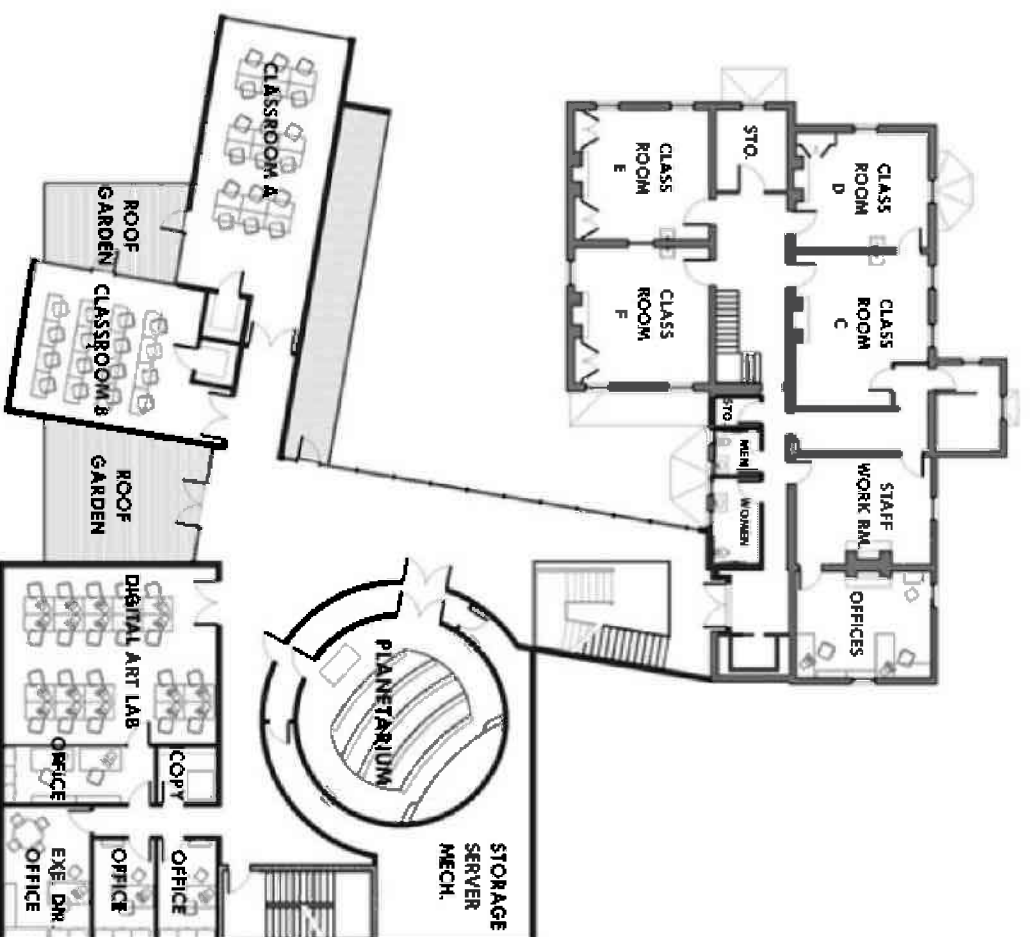
de leon & primmer architecture workshop

Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center

SCHEMATIC DESIGN

Libor Plans



GROUND FLOOR

de leon & primmer architecture workshop

Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center



Imagine
THIS

A CAPITAL CAMPAIGN
for the Living Arts & Science Center