

**Urban County Council
Schedule of Meetings
October 1, 2007 through October 8, 2007**

MONDAY, OCTOBER 1

Rural Land Management Board Meeting 3:00 pm
Conference Room-5th Floor Government Center

TUESDAY, OCTOBER 2

Central Kentucky Housing & Homeless Initiative (CKHHI) 10 year Plan Meeting . . 11:00 am
Conference Room-5th Floor Government Center

City Employees Pension Fund Board Meeting 12:45 pm
Conference Room-12th Floor Government Center

Services Committee Meeting 1:00 pm
Council Chambers-2nd Floor Government Center

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

Mayor's Youth Council Meeting 5:30 pm
Conference Room-5th Floor Government Center

Dog Task Force Community Forum 6:00 pm
Council Chambers-2nd Floor Government Center

WEDNESDAY, OCTOBER 3

Don't Borrow Trouble Meeting 10:00 am
Conference Room-5th Floor Government Center

THURSDAY, OCTOBER 4

Ethics Commission Meeting 6:00 pm
Conference Room-Lexington Convention & Visitor's Bureau, 301 E. Vine St

Council Meeting 7:00 pm
Council Chambers-2nd Floor Government Center

FRIDAY, OCTOBER 5

No Meetings

MONDAY, OCTOBER 8

No Meetings

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

October 2, 2007

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary, Yes: September 25, 2007, pp.4-7**
- IV. Budget Amendments – Yes, pp.8-16**
- V. New Business, pp.19-57**
- VI. Continuing Business / Presentations**
 - A. Budget & Finance Committee Update, pp.58-62**
 - B. Bluegrass Domestic Violence Presentation**
 - C. Downtown Entertainment Task Force**
 - D. Community Vision Exercise**
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**
- X. Closed Session – Pending Litigation**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of a Facility Usage Contract with the Fayette County Board of Education on behalf of the Division of Parks and Recreation for use of Winburn Middle School. (503-07) (Cole)
This request will authorize a Facility Usage Contract with the Fayette County Board of Education on behalf of the Division of Parks and Recreation for the use of Winburn Middle School for facilities, grounds, and/or equipment for noncommercial activities during non-instructional time either before or after the school day for the 2007 – 2008 school year for \$23,467. Funds are budgeted.**p.19**
- B. Authorization of a Purchase of Service Agreement (PSA) with the Lexington Humane Society on behalf of the Department of Public Safety for the Spay and Neuter Grant Fund Program. (504-07) (Bennett)
This request will authorize a PSA with the Lexington Humane Society on behalf of the Department of Public Safety for the Spay and Neuter Grant Fund program. Funds will be used to determine eligibility to spay or neuter applicant's dog or cat. Funds are budgeted.**pp.20-29**
- C. Authorization of a Purchase of Service Agreement (PSA) with the Lexington-Fayette Animal Care and Control, LLC. (505-07) (Bennett)
This request will authorize a PSA with the Lexington-Fayette Animal Care and Control, LLC, for animal control services for compensation of \$830,680 to the Humane Society. This agreement also lease up to nine (9) vehicles and up to ten (10) mini-Digital Video Device (DVD) video recorders. Funds are budgeted.**pp.30-42**
- D. Authorization of an Amendment to Resolution No. 287-2007 regarding Arts Power, Inc. (507-07) (Langston)
This request will authorize an amendment to Resolution No. 287-2007 to void and delete the Neighborhood Development Fund allocation of \$150 to Arts Power, Inc. This program no longer requires funding.**pp.43-45**
- E. Authorization of a Voting Membership Agreement with the National White Collar Crime Center (NW3C) on behalf of the Division of Police. (506-07) (Bennett)
This request will authorize a Voting Membership Agreement with NW3C to allow the Division of Police to become a voting member agency of the NW3C. There is no budgetary impact.**pp.46-48**
- F. Authorization of an Amendment to Resolution No. 411-2007 with Jane Brake, Ph.D. (508-07) (Helm)

This request will authorize an amendment to Resolution No. 411-2007 with Jane Brake, PhD to increase allotted funds from \$1,000 to \$2,500. Dr. Brake provides mental health services to clients served by the Division of Youth Services. Funds are budgeted.**pp.49-50**

- G. Authorization to Amend Section 23-5 of the Code of Ordinances for the Division of Police. (509-07) (Allen/Bennett)
This request will authorize an amendment to Section 23-5 of the Code of Ordinances to create twenty-five (25) sworn Police Officers in the Division of Police effective December 10, 2007. This request was included in the FY2008 budget. Funds are budgeted.**p.51**
- H. Authorization to Accept Federal Funds from the Kentucky Transportation Cabinet (KYTC), Department of Highways, for the Design of a Bike Lane on Rose Street. (510-07) (King/D. Kelly)
This request will authorize the acceptance of \$12,800 in federal funds from the KYTC, Department of Highways, for the design of a bike lane on Rose Street. The source of federal funds is the Surface Transportation Lexington (SLX) Program. A 20% (\$3,200) match is required and will come from the Municipal Aid Program. Total project cost is \$16,000.
pp.52-55
- I. Authorization of the Approval of Documents Relating to the Community Development Block Grant (CDBG) Sanitary Sewer Financial Assistance Program for Unsewered Areas. (511-07) (King/Koch)
This request will authorize of the approval of documents relating to the CDBG Sanitary Financial Assistance program, providing for a five-year deferred mortgage loan for owner-occupied residence for the construction of private lateral service lines to connect to public sanitary sewer collector lines in previously unsewered area. The loan amount can be up to 100% of the cost for families less then 50% of median income (currently \$30,900 for a family of 4) or up to 50% for families less then 80% of median income (currently \$49,450 for a family of 4) depending on family size. This request will authorize the Mayor to execute all required documents in regards to closing of the loans with the property owners. The maximum award would be \$10,000. It is anticipated the average award will be \$5,000. This Sanitary Sewer Financial Assistance Program was established for \$100,000 by Ordinance No. 104-2005 dated April 25, 2005.**p.56**
- J. Authorization to Amend Section 22-5 of the Code of Ordinances to Create the Senior Advisor Position for the Office of Policy and Budget. (455-07) (Allen/Koch)
This request will authorize an amendment to Section 22-5 of the Code of Ordinances to create one (1) unclassified civil service position of Senior Advisor (Grade 212) for a fiscal impact of 109,919.47 for FY2008. Funding will originate from fund balance.**p.57**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

September 25, 2007

Vice Mayor Gray chaired the meeting, calling it to order at 3:00 pm. All Council Members were present, except CM Stinnett.

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

A motion by CM Beard to approve the docket, seconded by CM DeCamp, passed unanimously.

- III. Approval of Summary – Yes

A motion by CM Stevens to approve summary from September 18, 2007 was seconded by CM Ellinger, passed unanimously.

- IV. Budget Amendments-Yes

A motion by CM Gorton to remove Budget Amendment Journal Entries 13105, 13106, and 13107, seconded by CM Beard, passed unanimously.

A motion by CM Stevens to approve budget amendments as amended, seconded by CM Gorton, passed unanimously.

- V. New Business

- A. Authorization of a Site Specific Agreement with the Jessamine South Elkhorn Water District and Ashtree Properties, LLC to Provide Sanitary Sewer Service to Ashtree Subdivision Unit 2 in Jessamine County. (495-07) (D. Kelly)
- B. Authorization to Amend Section 3 of Ordinance No. 186-2007 to Correct a Typographical Error. (492-07) (Allen/Koch)
- C. Authorization to Amend Section 1 of Ordinance No. 357-2006 to Correct a Typographical Error. (491-07) (Allen/Koch)

- D. Authorization of Amendment No. 5 with the Kentucky Transportation Cabinet (KYTC) Regarding the Newtown Pike Extension – Small Area Plan. (496-07) (King/D. Kelly)
- E. Authorization to Approve an Agreement with Software Development, Inc. (SDI) for the Billing, Accounting and Collecting of Emergency Medical Service (EMS) Fees. (498-07) (Koch)
- F. Authorization to Accept Award from the US Department of Justice, Office of Violence Against Women for Continuation of the Safe Havens Project – FY2007. (497-07) (King/Heim)
- G. Authorization of an Amendment No. 2 to Health Services Agreement with Correctional Medical Services, Inc. on behalf of the Division of Community Corrections. (500-07) (Bennett)
- H. Authorization of a Memorandum of Agreement (MOA) with the Madison County Emergency Management Agency (MCEMA) on behalf of the Division of Environmental & Emergency Management (DEEM). (502-07) (Bennett)
- I. Authorization to Accept a \$1,000 Donation from McDonald's for the Division of Police Safety City Program. (473-07) (Bennett)
- J. Authorization of a Resolution for Reimbursement of Approved Projects for Bonding in the 2008 Budget. (499-07) (Koch)

A motion by CM Beard to approve new business items A-J, seconded by CM Gorton, passed unanimously.

VI. Continuing Business / Presentations

A. Planning Committee Update

This update was given by Chair CM Gorton. There were no motions to be brought forward to full Council. CM Gorton stated that there will be a meeting between Louisville Water Co. and the State on October 15th to discuss whether there can be a pipeline along I-64 corridor and also the hearing in front of the PSC has been postponed until Nov. 26th.

B. Community Corrections Attrition Update

This update was given by Director Ron Bishop. Several CMs asked questions on this issue.

C. Manchester Town Branch Hazardous Waste Spill Update

This update was given by Charles Martin, Director of Div. of Air & Water Quality. Several CMs asked questions and gave their suggestions.

D. Lyric Theatre Update

This update was given by Charlie Boland from the Mayor's Office. Mr. Boland told of the timeline that is attached to this project. Several CMs asked questions and told of their concerns.

E. Fayette County Neighborhood Council-was unable to attend meeting.

F. Elizabeth Street Trash

This presentation was given by a concerned citizen, Dave Cooper. Several CMs spoke on this issue.

A motion by CM Stevens to refer to the Planning Committee the issue of student home permits, plus a friendly amendment by CM Moloney to include all housing issues, seconded by CM DeCamp, passed by a 13-1 vote.

VII. Council Report

CM Gorton-A motion by CM Gorton to approve the NDF list, seconded by CM McChord passed unanimously.

CM Gorton announced that Mayor Newberry had just returned from Indianapolis where Parks had just been accredited by Commission for Accreditation of Park & Recreation Agencies; asked about term limits on boards and commission-answered by Arty Greene.

A motion by CM Gorton to request representatives from the Public Service Commission & Attorney General's Office make a brief presentation at Oct. 2nd Work Session about the process of hearing the Louisville Water Co & the KY American Water Co proposals for water supply, seconded by CM Crosbie, passed unanimously.

Mayor Newberry also stated that on last Friday, Lexington was given a Bike Friendly Award at the Bike Summit at UK.

CM Ellinger-Asked Mr. Greene to place on agenda for Oct. 9th work session a bike presentation.

CM McChord-Sent congratulations to all who helped put the Bike Summit together, especially Kenzie Gleason of Planning; also congrats to the Urban

Life & Style Tour this past weekend; announced for CM Stinnett, who was absent due to celebration of his wedding anniversary, the Dog Task Force Public Hearing on next Tuesday (10/2/07) at 6 pm in Council Chambers; announced the Fire Parade on Thursday Oct. 8th at 7 pm; also announced there will be a Neighborhood Summit through the Mayor's Office on Saturday Oct 6th from 8-1 pm in the Conference Room on the 5th Floor of the Government Center; lastly, congratulated Bill Carman of Parks on his retirement this week.

CM Blues-Announced the Winburn Book Fair on Sept 29th at the MLK Park Shelter from 10am-6 pm; also at 11 am at First Baptist Church Bracktown there will be a gang awareness seminar.

CM Crosbie-Asked for clarification on board/commission terms; Mayor Newberry clarified.

CM Lane-Congratulated Harold Tate for the Downtown Urban Life Style Tour over the past weekend.

VIII. Mayor's Report-Yes

A motion by CM Crosbie to approve the Mayor's Report, seconded by CM Lane, passed unanimously.

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

Robert Dalton, 520 Douglas Ave, spoke about the Fayette County Neighborhood Council.

A motion by CM Ellinger to adjourn, seconded by CM Lane, passed unanimously.

Work Session was adjourned at 6:15 pm.

BUDGET AMENDMENT REQUEST LIST

JOURNAL	KC00000011	DIVISION	Engineering/ Water and Air Quality	Fund Name	General Fund
				Fund Impact	1,125,610.00
					1,125,610.00CR
					.00

To provide funds for stormwater section employees in the proper department ID/accounts. Employees in this section were included in the Division of Engineering but should have been moved to the Division of Water and Air Quality as a result of the reorganization effective with the FY 2008 budget but were incorrectly left in their original department.

JOURNAL	13268	DIVISION	Parks and Recreation	Fund Name	Extended School
				Fund Impact	10,000.00
					10,000.00

To provide funds for Booker T. Washington school through honorariums for programs offered in after-school activities for elementary and middle school children in Fayette County. These funds will come from ESP fund balance.

JOURNAL	13269	DIVISION	Community Development	Fund Name	Department of Trans.
				Fund Impact	8,947.00
					8,947.00CR
					.00

To correct the budget for the FY 2007 Traffic Safety Grant to provide for the purchase of both PBT's (Preliminary Breath Testers) and radar detectors out of the Equipment Less than \$5000 not a capital account.

JOURNAL	13347	DIVISION	Traffic Engineering	Fund Name	General Fund
				Fund Impact	46,000.00
					46,000.00CR
					.00

To provide funds for enhanced street name signs in the proper account by decreasing funds for these signs in a capital account.

JOURNAL	13348	DIVISION	Traffic Engineering	Fund Name	General Fund
				Fund Impact	20,000.00
					20,000.00CR
					.00

To provide for Traffic Control equipment on State roads per Maintenance and Operations Agreement (Resolution 222-2007) by deleting funds for a temporary position that will not be filled.

JOURNAL	13349	DIVISION	Streets, Roads and Forestry/ Traffic Engineering	Fund Name	2008 Bond Fund
				Fund Impact	45,000.00
					45,000.00CR
					.00

To allocate a portion of the bonded resurfacing funds from Streets, Roads, and Forestry to Traffic Engineering. The funds are needed to replace the traffic control devices in the resurfaced areas.

JOURNAL	13350	DIVISION	Building Maint/ Family Services	Fund Name	General Fund
				Fund Impact	1,252.00
					1,252.00CR
					.00

To provide funds for operating supplies for cleaning of the Family Home Network by decreasing funds in Building Maintenance for contract cleaning. The Division of Building Maintenance will no longer support this function out of their budget.

JOURNAL	13356-57	DIVISION	Police	Fund Name	General Fund
				Fund Impact	2,000.00
					2,000.00CR
					.00

To provide funds for operating supplies by recognizing revenues from fingerprints, all within Central Records.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Services District – General Fund	.00
Fund	2517	2008 Bond Projects Fund	.00
Fund	4202	Extended School Program Fund	10,000.00
Fund	3160	US Department of Transportation	.00



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number KC00000011 **Budget Amendment Date** 9-21-07

Requesting Division Budgeting for Engineering/Water and Air Quality

Fund Name General Fund

Fund Number 1101

Contact for Additional Information Kay Craft, Budgeting, 258-3061

Description

Ordinance 132-2007 of June 21, 2007, reallocated the authorized Storm Water section positions and incumbents from the Division of Engineering to the Division of Water and Air Quality effective with the FY 2008 budget. The personnel budget for these positions remained in the Division of Engineering, however, in the adopted FY 2008 budget. This budget journal corrects the error by reallocating the personnel budget for Storm Water section positions from Engineering to the Division of Water and Air Quality.



Mayor Jim Newberry
LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT
Division of Budgeting

Budget Journal Number 13268 **Budget Amendment Date** 09/20/07
Requesting Division Parks and Recreation - ESP
Fund Name Extended School Program
Fund Number 4202
Contact for Additional Information Sue Mays - Parks and Recreation

Description

To provide Funds for Booker T. Washington through honorariums for programs offered in after-school activities for elementary and middle school children in Fayette County. These funds also offer high quality, licensed elementary and middle-school age child care, summer camps and a variety of recreational and leisure activities to needy families. ESP is funded by fees paid from participation in these many programs.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 13269 **Budget Amendment Date** 9-21-2007
Requesting Division Division of Community Development/Division of Police
Fund Name Grant Funds
Fund Number 3160
Contact for Additional Information Irene Gooding – Community Development
 LeAnn Arnold - Police

Description

This budget amendment moves funds in the amount of \$300 from a Capital Vehicle Equipment Account to an operating account (Equipment Less Than \$5,000). The budgeted vehicle cost \$300 less than anticipated. The \$300 will be used toward the purchase of additional Preliminary Breath Testers (PBT's).

This budget amendment also moves funds in the amount of \$8,647 from a Capital account. These funds for the purchase of radar units were incorrectly budgeted as capital. Budget amendment corrects this by moving funds to an operating account (Equipment Less Than \$5,000).

A total of seven radar units and a total of 35 PBT's are being purchased with revenue from this project.



Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 13347 **Budget Amendment Date** 9/21/07
Requesting Division Division of Traffic Engineering
Fund Name General Fund
Fund Number 1101
Contact for Additional Information Kimberly Ammeter, Division of Traffic Engineering
 Ron Herrington, Division of Traffic Engineering

Description

To provide funds for enhanced street name signs in the proper account by decreasing funds for these signs in a capital account.

These funds were appropriated by Council for FY 2008 for Enhanced Street Name Sign Installation. Funds were allocated to the wrong account.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 13348 **Budget Amendment Date** 9/26/07

Requesting Division Division of Traffic Engineering

Fund Name	General Fund
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Fund Number 1101

Contact for Additional Information Kimberly Ammeter, Division of Traffic Engineering
Ron Herrington, Division of Traffic Engineering

Description

To provide for Traffic Control equipment on State roads per Maintenance and Operations Agreement (Resolution 222-2007) by decreasing funds for temporary positions. The division desires to purchase additional traffic signal controllers for installation along arterial roadways.



Mayor Jim Newberry

(continued)

Budget Journal Number	<u>13349</u>	Budget Amendment Date	<u>09-26-2007</u>
Requesting Division	<u>Budgeting for Streets, Roads, and Forestry/Traffic Engineering</u>		
Fund Name	<u>FY 2008 Bond Fund</u>		
Fund Number	<u>2517</u>		
Contact for Additional Information	<u>Connie Underwood</u>		
Description			

The FY 2008 Original Budget included \$3 million in bond funds for street resurfacing. This was a late item to the budget and we failed to allocate 1½ percent of the total to Traffic Engineering for replacement of the traffic control devices that are removed in the resurfacing process.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 13350 **Budget Amendment Date** 9/14/07
Requesting Division Building Maintenance and Construction
Fund Name General Fund
Fund Number 1101
Contact for Additional Information Sandra Lopez

Description

Family Care Center has requested to be responsible for the custodial cleaning at Family Home Network. This change transfers funds to cover FY08 expenses that were budgeted under BMC's professional services account.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

17

October 2, 2007 Work Session

If the item listed below is on the Agenda, approval of the listed Item includes approval of the attached Budget Amendment. These Budget Amendments are not voted upon as part of section IV on the Agenda and are for information only.

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST	
455-07	KC 0005	Office of Policy and Budget	To provide funds for one new position of Senior Advisor for the Office of Policy and Budget.	
J			1101	150,530
			1101	40,610CR
				109,920*
510-07	BA 1017	Community Development	To establish grant budget for the design of the Rose Street Bike Lane Project – FY 2008.	
H			3160	16,000
			3160	16,000CR
				0*
510-07	BA 1018	Community Development	To establish grant match for the design of the Rose Street Bike Lane Project - FY 2008.	
H			1136	3,200
			1136	3,200CR
				0*

EFFECT ON FUND BALANCES

FUND 1101	109,920*	DECREASE TO:	GENERAL SERVICES DISTRICT – GENERAL FUND
FUND 1136	0*	NO EFFECT ON:	MUNICIPAL AID PROGRAM
FUND 3160	0*	NO EFFECT ON:	US DEPT OF TRANSPORTATION

Budget Information for New Business Items

October 2, 2007 Work Session

Item	Number	Amount	Fund	Name / Description
A	503-07	23,467	1101	General Services District Fund
B	504-07	10	1134	Spay & Neuter Fund
C	505-07	830,680	1101	General Services District Fund
D	507-07	150	1101	General Services District Fund
E	506-07	NA		
F	508-07	2,500	1101	General Services District Fund
G	509-07	778,019	1101	General Services District Fund
H	510-07	16,000	3160 1136	US Dept Of Transportation Municipal Aid Program Budget Amendments
I	511-07	100,000	3120	US Dept Of Housing & Urban Dev
J	455-07	109,919	1101	General Services District Fund Budget Amendment




503-07

Mayor Jim Newberry

FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks and Recreation

TO: Mayor Jim Newberry
Urban County Council Members

FROM:


Jerry Hancock, Director
Parks and Recreation

RECEIVED
SEP 12 2007
GENERAL SERVICES
COMMISSIONER'S OFFICE

SUBJECT: Facility Usage Contract

DATE: September 7, 2007

This is a request for Council's approval of a Facility Usage Contract between the Fayette County Board of Education and the LFUCG Parks and Recreation. This contract is for the purpose of using FCPS facilities - Winburn Middle School. This contract covers the 2007-2008 school year.

Please contact me if there are any questions.

Cc: Kimra Cole, Commissioner of General Services

JH:msm

HORSE CAPITAL OF THE WORLD



504-07

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Public Safety
Office of the Commissioner

TO: Mayor Jim Newberry
Members, Urban County Council

FROM: Timothy E. Bennett, *TJB* Commissioner
Department of Public Safety

DATE: September 18, 2007

RE: Purchase of Service Agreement with
Lexington Humane Society

Attached is a Purchase of Service Agreement with the Lexington Humane Society to **administer the Spay and Neuter Grant Fund Program** for and with the oversight of the Urban County Government. This Grant Fund Program shall be used to determine eligibility for grant money to spay or neuter the applicant's dog or cat.

This Program will have no budgetary impact on the Lexington-Fayette Urban County Government.

Attachment

HORSE CAPITAL OF THE WORLD

200 East Main Street, Room 320

Lexington, KY 40507

(859) 258-3280

Fax (859) 258-3103

504 - 07

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT is made and entered into on the ____ day of _____, 2007, 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 Department of Public Safety (hereinafter "Sponsor"), and the **LEXINGTON HUMANE SOCIETY**, a Kentucky non-profit corporation (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky 40504;

WITNESSETH:

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

1. Government hereby employs Organization for the period beginning on July 1, 2007, and continuing for a period of twelve (12) months from that date.
2. Government shall pay Organization the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference.
3. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein.
4. Organization shall keep itself informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of

this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the violations of any such laws, ordinances or regulations.

5. Organization represents that it has filed federal, state and local income tax returns required by law in the legally prescribed time and manner. Upon request, Organization will provide copies of all of the executed originals of the aforementioned tax returns filed for Organization's most recent or current tax year.

6. Organization shall, at the end of each month and by no later than the tenth (10th) working day of the succeeding month, on such forms as the Sponsor shall provide, **submit to Sponsor: a report containing, for each of the services enumerated in the Addendum attached hereto, which were provided in the preceding month, (a) a description of the services provided, including the quantity and quality of the services provided, and (b) any monies collected or distributed for or on behalf of the Urban County Government with an invoice requesting payment.**

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

papers of Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by Organization. Government shall have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

9. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, and shall promote equal opportunity in employment through a positive, continuing program of equal opportunity employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure that provides for a confidential investigation of all complaints. The policy shall be given to all employees and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the Commissioner of the Department of Public Safety (the "Commissioner") for review within thirty (30) days of the execution of this Agreement.

11. Unless either party, not less than ninety (90) days prior to June 30, ²⁰⁰⁸~~2007~~, gives the other party notice in writing that this Agreement shall not be extended, the

BIK
GPS

504 - 07

Agreement shall automatically be extended for successive periods of three (3) months each upon the expiration of each period, upon the same terms and conditions as are contained herein, unless either party shall, not less than ninety (90) days next preceding the termination of any period, give the other party notice in writing that this Agreement shall not be so extended.

12. This instrument and the Addendum incorporated herein contain the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

13. Organization agrees that it shall apply all funds received by it from Government in accordance with the following investment policy guidelines:

- A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.
- B. Investment Funds Management--The governing board may elect to either:

- (1) manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

- (2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S.

504 - 07

Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

LEXINGTON HUMANE SOCIETY

BY:

JIM NEWBERRY, MAYOR

BY:

GREG SCHAAF, PRESIDENT

ATTEST:

504-07

CLERK OF URBAN COUNTY COUNCIL

BY: *L. Bert Hawkins*
 L. BERT HAWKINS, EXECUTIVE
 DIRECTOR/CEO

COMMONWEALTH OF KENTUCKY)
)
 COUNTY OF FAYETTE)

The foregoing Purchase of Service Agreement was acknowledged before me on this the 18 day of July, 2007, by *L. Bert Hawkins* Executive Director/CEO as President of the Lexington Humane Society, for and on behalf of the Humane Society.

My commission expires: 7-18-2010

Karen B Cobb-Skateat-farge
 NOTARY PUBLIC, KY, STATE-AT-LARGE

COMMONWEALTH OF KENTUCKY)
)
 COUNTY OF FAYETTE)

The foregoing Purchase of Service Agreement was acknowledged before me on this the 21st day of July, 2007, by *Greg Schatt* President of Board as *L. Bert Hawkins* Executive Director/CEO of the Lexington Humane Society, for and on behalf of the Humane Society.

My commission expires: September 27, 2009

Babara A. Land
 NOTARY PUBLIC, KY, STATE-AT-LARGE

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ADDENDUM

504 - 07

1. Organization shall administer the Government's Spay and Neuter Grant Fund and Program (the "Program"), which was established and is governed by Lexington-Fayette Urban County Government Code of Ordinances Sections 4-12.3(e), 4-21(d), 4-21.1 and 4-21.2.

2. Organization shall employ sufficient personnel to operate the Program and shall maintain an office at least six hours per day, five days per week, exclusive of legally declared urban county government holidays, for the purpose of providing the general public with a reasonable opportunity to obtain and process information, applications, documents, and other assistance related to the Program and to otherwise participate in the Program.

3. Organization shall create, maintain and distribute all forms and documents required to administer the Program. Prior to implementation, Organization shall submit all written forms, policies, procedures and guidelines for the Program to the Commissioner for his review and approval. The Commissioner may, in his sole discretion, reimburse the Organization for the reasonable cost of any form or application, which is necessary for implementation of the Program, from the Spay and Neuter Grant Fund (the "Grant Fund").

4. Organization shall accept and process applications for the Program. It shall determine whether applicants are eligible to receive grants under the Program, including: whether the applicant is a Qualified or Partially Qualified Animal Owner; whether the applicant has satisfied the Assets Test; and, what is the "reasonable cost" of spaying or neutering the applicant's unaltered dog or cat. The Commissioner shall resolve any disputes regarding the Program and the Organization shall inform the applicant of the

right to request dispute resolution by the Commissioner.

504 - 07

5. Organization shall maintain detailed records indicating, at a minimum, the number of applications received, the disposition of such applications including those granted and denied, the amount of grant funds paid, the identity of the applicants and licensed veterinarians to whom grant proceeds are paid, and the amount of grant funds paid to the Organization or its subsidiary entities as reimbursement for services rendered or monies advanced by the Organization in anticipation of reimbursement from the Grant Fund.

6. On or before the tenth (10th) day of each month, Organization shall submit a written request to the Commissioner for payment of monies from the Grant Fund to or for qualified applicants. The request shall be accompanied by sufficient documentation to **substantiate the requested payment.**

7. Organization may choose to pay, issue or expend monies from Organization's separate funds, including monies available in its "No More Homeless Animal Initiative," to or for qualified applicants in anticipation of a reimbursement request; provided, however, that Organization acknowledges that it makes such advance payment at its risk, subject to the possibility that all or part of a reimbursement request may not be qualified or may be denied for any or no reason, specifically including the risk that sufficient funds may not be available in the Grant Fund to satisfy all or part of a reimbursement request.

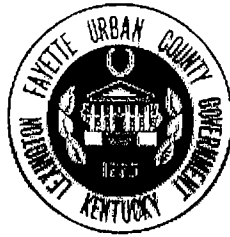
8. **As provided in Code of Ordinances Section 4-21(d), if an unaltered animal, which has been impounded pursuant to Code Section 4-21, is spayed or neutered by a licensed veterinarian provided by the Organization, the maximum cost of such procedure**

and the maximum allowable reimbursement to the Organization or its subsidiary entities from the Grant Fund shall be the sum of Fifty Dollars (\$50.00).

9. No later than sixty (60) days of the end of the term of this Agreement, Organization shall submit to the Commissioner a detailed annual report summarizing all services provided by the Organization during the term of the Agreement and including the information that the Organization is required to maintain by paragraph 5 above.

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505 -07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of Public Safety
Office of the Commissioner

TO: Mayor Jim Newberry
Members, Urban County Council

FROM: Timothy E. Bennett, *TJB* Commissioner
Department of Public Safety

DATE: September 18, 2007

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 \$830,680 to the Humane Society as authorized in the FY 2008 budget.**

I recommend approval of these Agreements with the Lexington-Fayette Animal Care and Control, LLC for FY 2008 and the funds are budgeted.

Attachment

HORSE CAPITAL OF THE WORLD

200 East Main Street, Room 320

Lexington, KY 40507

(859) 258-3280

Fax (859) 258-3103

505 - 07

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, is made and entered into on the ____ day of _____, 2007, 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 Department of Public Safety (hereinafter "Sponsor"), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a Kentucky limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky 40504;

W I T N E S S E T H:

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

1. Government hereby employs Organization for the period beginning on July 1, 2007, and continuing for a period of twelve (12) months from that date.
2. Government shall pay Organization the sum of Eight Hundred Thirty Thousand Six Hundred and Eighty Dollars (\$830,680.00) for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-twelfth (1/12) of which shall be payable on or before the last day of each month, July to June, inclusive.
3. Government shall lease up to nine (9) vehicles and up to ten (10) mini-Digital Video Device (DVD) video recorders, with which the vehicles are to be equipped, to Organization as further consideration for the services required by this Agreement. Said vehicles and video equipment shall only be used for purposes of animal control, shall be

leased to Organization for use during the term and for the purposes authorized by this Agreement and shall be subject to the additional terms of a lease agreement between the parties.

4. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein.

5. Organization shall keep itself informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the violations of any such laws, ordinances or regulations.

6. Organization represents that it has filed federal, state and local income tax returns required by law in the legally prescribed time and manner. Upon request, Organization will provide copies of all of the executed originals of the aforementioned tax returns filed for Organization's most recent or current tax year.

7. Organization shall, at the end of each month and by no later than the tenth (10th) working day of the succeeding month, on such forms as the Sponsor shall provide, submit to Sponsor: a report containing, for each of the services enumerated in the Addendum attached hereto, which were provided in the preceding month, (a) a description of the services provided, including the quantity and quality of the services provided, and (b) any monies collected on behalf of the Urban County Government with

505 - 07

an invoice requesting payment. Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization for each month of the Agreement shall not be paid unless and until Organization submits the monthly report and invoice required hereunder.

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

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by Organization. Government shall have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, and shall promote equal opportunity in employment through a positive, continuing program of equal

opportunity employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure that provides for a confidential investigation of all complaints. The policy shall be given to all employees and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the Commissioner of the Department of Public Safety for review within thirty (30) days of the execution of this Agreement.

12. Unless either party, not less than ninety (90) days prior to June 30, 2008, gives the other party notice in writing that this Agreement shall not be extended, the **Agreement shall automatically be extended for successive periods of three (3) months** each upon the expiration of each period, upon the same terms and conditions as are contained herein, unless either party shall, not less than ninety (90) days next preceding the termination of any period, give the other party notice in writing that this Agreement shall not be so extended.

13. This instrument and the Addendum incorporated herein contain the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

14. Organization agrees that it shall apply all funds received by it from Government in accordance with the following investment policy guidelines:

- A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.
- B. Investment Funds Management--The governing board may elect to either:

(1) manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

- (2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

- C. Investment Policies--Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment

objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

LEXINGTON-FAYETTE ANIMAL CARE
AND CONTROL, LLC

BY: _____
JIM NEWBERRY, MAYOR

BY: LEXINGTON HUMANE SOCIETY,
ITS MEMBER

ATTEST:

BY: _____
GREG SCHAAF, PRESIDENT

URBAN COUNTY COUNCIL CLERK

BY: _____
L. BERT HAWKINS, EXECUTIVE
DIRECTOR/CEO

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Purchase of Service Agreement was acknowledged before me on this the 13 day of August, 2007, by Greg Schaaf, as President of the Lexington Humane Society, for and on behalf of the Humane Society, acting as the sole member of Lexington-Fayette Animal Care and Control, LLC, for and on behalf of the company.

My commission expires: 7-18-2010

NOTARY PUBLIC, KY, STATE-AT-LARGE

505 - 07

COMMONWEALTH OF KENTUCKY)
)
 COUNTY OF FAYETTE)

The foregoing Purchase of Service Agreement was acknowledged before me on this the 13 day of August, 2007, by Greg Schaaf, as President of the Lexington Humane Society, for and on behalf of the Humane Society, acting as the sole member of Lexington-Fayette Animal Care and Control, LLC, for and on behalf of the company.

My commission expires: 7-18-2010

Karen B. Gibb - State at Large
 NOTARY PUBLIC, KY, STATE-AT-LARGE

COMMONWEALTH OF KENTUCKY)
)
 COUNTY OF FAYETTE)

The foregoing Purchase of Service Agreement was acknowledged before me on this the 13 day of August, 2007, by L. Bert Hawkins, as Executive Director/CEO of the Lexington Humane Society, for and on behalf of the Humane Society, acting as the sole member of Lexington-Fayette Animal Care and Control, LLC, for and on behalf of the company.

My commission expires: 7-18-2010

Karen B. Gibb - State at Large
 NOTARY PUBLIC, KY, STATE-AT-LARGE

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505 - 07

EXHIBIT "A"
(As of July 1, 2007)

MOTOR VEHICLES:

- (A) One (1) 1998 Ford F-150 H-D truck cab and chassis:
VIN # 1FTRF1761WNA68955 (Unit Number 01677)
- (B) One (1) 1998 Crown Victoria automobile,
VIN # 2FAFP71W6WX169148 (Unit Number 0570)
- (C) One (1) 1997 Ford F-350 H-D truck cab and chassis with
canine body unit attached
VIN # 1FDHF35H4VEC31216 (Unit Number 09032)
- (D) One (1) 2002 Ford F-250 H-D truck cab and chassis
VIN # 1FDNF20L42EC80274 (Unit Number 09036)
- (E) One (1) 1998 Ford Crown Victoria Automobile
VIN # 2FAFP71W9WX169144 (Unit Number 0591)
- (F) One (1) 1998 Ford Ranger F-350 truck cab and chassis with SWAB ARF.94
Fiberglass Animal Transport Unit
VIN # 1FTYR1OC4WUC02592 (Unit Number 09033)
- (G) One (1) 1998 Ford Ranger F-350 truck cab and chassis with SWAB ARF.94
Fiberglass Animal Transport Unit
VIN # 1FTYR1OC7WUD05943 (Unit Number 09034)
- (H) One (1) 2000 GMC 3500 truck cab and chassis with SWAB ARF.95
Animal Transport Unit
VIN # 1GDJC34J9YF476512 (Unit Number 09035)
- (I) One (1) 1998 Ford Crown Victoria Automobile
VIN # 2FAFP71W9WX169127 (Unit Number 0589)

DVD EQUIPMENT (CAMERAS):

01	Serial #2103602	06	Serial #2100899
02	Serial #2103587	#07	Serial #2102376
03	Serial #2100708	#08	Serial #2102182
04	Serial #2103517	#09	Serial #2102377
05	Serial #2103727	#10	Serial #2100867

505 - 07

ADDENDUM

1. Organization shall operate the Urban County Government's animal care and control program.

2. Pursuant to Lexington-Fayette Urban County Government Code of Ordinances (the "Code") Section 4-22(a), Organization shall provide and maintain an animal shelter as the urban-county animal shelter and designated licensing facility for Government's use. The animal shelter and designated licensing facility shall comply with all applicable federal, state and local laws.

3. In compliance with all applicable federal, state and local laws, Organization shall employ and maintain a staff of animal control officers for the pick-up and handling of animals within Fayette County in accordance with Code Sections 4-2 through 4-9, 4-11.1 **(to the extent facilities and qualified staff are available for enforcement of Section 4-11.1),** 4-12.2, 4-12.3, 4-12.4, 4-12.5, 4-14, 4-16 through 4-22 (excluding the provisions in Section 4-21.1 and 4-21.2 related to the implementation of the Spay and Neuter Grant Program, but including the enforcement provisions thereof), and Article III of Chapter 4 as it relates to the mistreatment of horses. The staff shall include a minimum of six (6) individuals with animal control authority at all times. Exceptions to the minimum staff requirement are authorized for reasonable periods to accommodate normal employee turnover.

4. Due to the nature of the duties involved and possibility of conflict between Organization's employees and the general public, Organization shall make every reasonable effort to train and counsel its employees so that they are able to conduct themselves in a courteous and professional manner while carrying out their duties.

505 - 07

5. Organization shall employ sufficient personnel to respond to requests for services during regular business hours and after-hours in response to emergency calls. Emergency calls are defined as calls involving injured animals when the location and type of animal involved is provided, police or fire assistance with animals or animal bite cases when police or fire personnel remain on the scene with the animal until the Organization responds, and livestock running at-large. Organization shall not be required to respond to citizen requests after 11:00 p.m. on Monday through Saturday and after 8:00 p.m. on Sunday.

6. Organization shall provide for response to emergency calls from the Government's Division of Police and Division of Fire and Emergency Services on a 24-hour daily basis, including weekends and holidays.

7. Organization shall maintain an office at least six hours per day, six days per week, exclusive of legally declared urban county government holidays, for the purpose of returning to owners animals picked up or received by Organization, collecting fees, and issuing licenses.

8. Under normal circumstances and when determined by Organization to be necessary and feasible, Organization shall provide for patrols to seek out and capture animals running at-large within the county. Organization shall establish the routes of said patrols in an effort to provide more frequent coverage of those areas that prove to be problem areas.

9. Organization shall make a reasonable effort to notify the owner of any properly tagged animal that it picks up or receives prior to the sale, adoption, or destruction of the animal.

10. Organization shall, in addition to other duties enumerated herein, assist the public in capturing loose small and large animals, capture and impound quarantined animals which have bitten someone, and inspect animal-related facilities as required by the Code. Organization's duty to assist the public in capturing loose animals extends only to assistance serving a public purpose, not a private purpose. For example, Organization is required to assist the public in capturing loose cattle or other livestock on a public road or other public location, not on private property. Accordingly, Organization is not required to assist the public in capturing wildlife (as defined by KRS 150.010(41), including animals such as chickens, ducks, geese, squirrels, skunks, raccoons or opossums) that is a private nuisance or inconvenience and does not pose a risk to public health or safety.

11. Organization shall collect and remit to the Urban County Government twenty dollars (\$20.00) of the pick-up fee set forth in Section 4-21(c) of the Code and shall maintain records indicating the number of and type of animal picked up, the disposition of said animals, and the amount received therefore.

12. Organization shall collect and remit to the Urban County Government the redemption fee set forth in Section 4-21(d) of the Code for impounded dogs and cats, twenty-five dollars (\$25.00) of which shall be paid into the general fund and the balance of which shall be paid into the Spay and Neuter Fund.

13. Organization shall collect and remit to the Urban County Government, for deposit into the Spay and Neuter Fund, twenty-five dollars (\$25.00) of the license fee for each unaltered dog or cat license issued by Organization (or its agent) as set forth in Section 4-12.3(d) of the Code of Ordinances.

14. Organization shall act as Government's agent for the issuance of animal

505 -07

licenses and may retain six dollars (\$6.00) of the fee for each altered dog or cat license and ten dollars (\$10.00) for each unaltered dog or cat license that it (or its agent) issues pursuant to Section 4-12.3(e) of the Code.

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LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

Memorandum

507-07

TO: Rebecca Langston
Council Administrator

FROM: Vicki Steele
NDF Council Office NDF Coordinator

DATE: 9-24-07

SUBJECT: Neighborhood Development Fund
Arts Power, Inc.

Please amend resolution number 287-2007 by voiding the NDF allocation of \$150.00 to Arts Power, Inc.

The organization no longer requires the funding originally requested for their program and have returned the check to Lexington-Fayette County Urban Government.

Thank you,

Vicki
Vicki

RESOLUTION NO. 287-2007

507-07

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS WITH BLUE GRASS COMMUNITY FOUNDATION, INC. (\$925.00), KENTUCKY HUMANITIES COUNCIL, INC. (\$500.00), COMMUNITY RELATIONS BOARD OF FEDERAL CORRECTIONAL INSTITUTION LEXINGTON, INC. (\$500.00), LEXINGTON SISTER CITIES PROGRAM, INC. (\$1,500.00), PRALLTOWN NEIGHBORHOOD ASSOC., INC. (\$100.00), NORTHEAST LEXINGTON INITIATIVE, INC. (\$2,500.00), WEST END EMPOWERMENT PROJECT OF LEXINGTON, INC. (\$150.00), ~~ARTS POWER, INC. (\$1,000.00)~~, LEXLINC, INC. (\$50.00), LEXLINC, INC. (\$200.00), MARTIN LUTHER KING NEIGHBORHOOD ASSOCIATION, INC. (\$550.00), VOLUNTEERS OF AMERICA OF KENTUCKY, INC. (\$25.00), MCCONNELL'S TRACE NEIGHBORHOOD ASSOC. INC. (\$250.00), NEIGHBORS OF MONTCLAIR, INC. (\$725.00), UNIVERSITY OF KENTUCKY HUMANITIES FOUNDATION, INC. (\$1,000.00), BLUEGRASS COMMUNITY FOUNDATION INC. (\$3,350.00), GROSVENOR WOOLFOLK NEIGHBORHOOD ASSOCIATION, INC. (\$1,000.00), ZANDALE NEIGHBORHOOD ASSOCIATION, INC. (\$1,000.00), CHEVY CHASE NEIGHBORHOOD ASSOC. INC. (\$2,225.00), THE COTTAGES OF LIBERTY WOODS NEIGHBORHOOD ASSOC. INC. (\$300.00), BRYAN STATION TRADITIONAL MAGNET SCHOOL PTSA, INC. (\$800.00), BLUEGRASS FRATERNAL ORDER OF POLICE, BLUE GRASS LODGE NUMBER IV, INC. (\$3,400.00), WOODHILL NEIGHBORHOOD ASSOCIATION, INC. (\$3,000.00), CENTER FOR WOMEN, CHILDREN & FAMILIES, INC. (\$3,000.00), EAST LAKE NEIGHBORHOOD ASSOCIATION, INC. (\$2,050.00), TATESBROOK NEIGHBORHOOD ASSOCIATION, INC. (\$2,500.00), GAINESWAY NEIGHBORHOOD ASSOCIATION, INC. (\$1,000.00), BLUEGRASS TOMORROW, INC. (\$3,000.00), WELLINGTON HOMEOWNER'S ASSOCIATION (\$600.00), PORT ROYAL NEIGHBORHOOD ASSOCIATION, INC. (\$2,000.00), FAYETTE COUNTY 4-H COUNCIL, INC. (\$4,000.00), THE WOODFIELD HOMES ASSOCIATION, INC. (\$1,500.00), PRALL TOWN NEIGHBORHOOD ASSOC. INC. (\$100.00), RADCLIFF/MARLBORO NEIGHBORHOOD ASSOC. INC. (\$250.00), LEXLINC, INC. (\$350.00), LEXLINC, INC. (\$150.00), HISTORIC WESTERN SUBURB NEIGHBORHOOD ASSOC. INC. (\$850.00), HIGHLANDS NEIGHBORHOOD ASSOC. INC. (\$400.00), AND BRYAN STATION VOLLEYBALL BOOSTER CLUB, INC. (\$700.00) FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUMS STATED.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreements, which are attached hereto and incorporated herein by reference, with Blue Grass Community Foundation, Inc., Kentucky Humanities Council, Inc., Community Relations Board of Federal Correctional Institution Lexington, Inc., Lexington Sister Cities Program, Inc., Pralltown Neighborhood Assoc., Inc., Northeast Lexington Initiative, Inc., West End Empowerment Project of Lexington, Inc., Arts Power, Inc., Lexlinc, Inc., Lexlinc, Inc., Martin Luther King Neighborhood Association, Inc., Volunteers of America of Kentucky, Inc., McConnell's Trace Neighborhood Assoc. Inc., Neighbors of Montclair, Inc., University of Kentucky Humanities Foundation, Inc., Bluegrass Community Foundation Inc., Grosvenor Woolfolk Neighborhood Association, Inc., Zandale Neighborhood Association,

Inc., Chevy Chase Neighborhood Assoc. Inc., the Cottages of Liberty Woods Neighborhood Assoc. Inc., Bryan Station Traditional Magnet School PTSA, Inc., Bluegrass Fraternal Order of Police, Blue Grass Lodge Number IV, Inc., Woodhill Neighborhood Association, Inc., Center For Women, Children & Families, Inc., East Lake Neighborhood Association, Inc., Tatesbrook Neighborhood Association, Inc., Gainesway Neighborhood Association, Inc., Bluegrass Tomorrow, Inc., Wellington Homeowner's Association, Port Royal Neighborhood Association, Inc., Fayette County 4-H Council, Inc., the Woodfield Homes Association, Inc., Prall Town Neighborhood Assoc. Inc., Radcliff/Marlboro Neighborhood Assoc. Inc., Lexlinc, Inc., Lexlinc, Inc., Historic Western Suburb Neighborhood Assoc. Inc., Highlands Neighborhood Assoc. Inc., and Bryan Station Volleyball Booster Club, Inc., for various community services, for the Office of the Urban County Council.

Section 2 - That an amount, not to exceed the sums stated, be and hereby is approved for payment to Blue Grass Community Foundation, Inc. (\$925.00), Kentucky Humanities Council, Inc. (\$500.00), Community Relations Board of Federal Correctional Institution Lexington, Inc. (\$500.00), Lexington Sister Cities Program, Inc. (\$1,500.00), Pralltown Neighborhood Assoc., Inc. (\$100.00), Northeast Lexington Initiative, Inc. (\$2,500.00), West End Empowerment Project of Lexington, Inc. (\$150.00), Arts Power, Inc. (\$150.00), Lexlinc, Inc. (\$50.00), Lexlinc, Inc. (\$200.00), Martin Luther King Neighborhood Association, Inc. (\$550.00), Volunteers of America of Kentucky, Inc. (\$25.00), McConnell's Trace Neighborhood Assoc. Inc. (\$250.00), Neighbors of Montclair, Inc. (\$725.00), University of Kentucky Humanities Foundation, Inc. (\$1,000.00), Bluegrass Community Foundation Inc. (\$3,350.00), Grosvenor Woolfolk Neighborhood Association, Inc. (\$1,000.00), Zandale Neighborhood Association, Inc. (\$1,000.00), Chevy Chase Neighborhood Assoc. Inc. (\$2,225.00), the Cottages of Liberty Woods Neighborhood Assoc. Inc. (\$300.00), Bryan Station Traditional Magnet School PTSA, Inc. (\$800.00), Bluegrass Fraternal Order of Police, Blue Grass Lodge Number IV, Inc. (\$3,400.00), Woodhill Neighborhood Association, Inc. (\$3,000.00), Center For Women, Children & Families, Inc. (\$3,000.00), East Lake Neighborhood Association, Inc. (\$2,050.00), Tatesbrook Neighborhood Association, Inc. (\$2,500.00), Gainesway Neighborhood Association, Inc. (\$1,000.00), Bluegrass Tomorrow, Inc. (\$3,000.00),



Lexington-Fayette Urban County
Division of Police
MEMORANDUM
Lexington, Kentucky

DATE OF ISSUE

September 14, 2007

EFFECTIVE DATE

506-07

NUMBER

COP:
07/0928

46

To:

Jim Newberry, Mayor
Urban County Council

SUBJECT:


Request for Council Action (Blue Sheet)
National White Collar Crime Center
(NW3C) Agreement

From:

Anthony Beatty
Chief of Police

Please find attached documentation and blue sheet requesting approval of the agreement between the Lexington-Fayette Urban County Government and the National White Collar Crime Center (NW3C). The attached agreement would allow the Division of Police to become a voting member agency of the National White Collar Crime Center. The attached agreement requires the Mayor's signature.

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


Anthony Beatty
Chief of Police

AB/rmh

Attachment

cc: Tim Bennett, Commissioner

506-07



VOTING MEMBERSHIP AGREEMENT

The Lexington- Fayette Urban County Government on behalf of the Div. of Police
(Full agency name with NO abbreviations)

agrees to the following as of the date signed by NW3C Director.

WHEREAS, NW3C and the Agency recognize the serious problems posed by the continuing presence and growth of organized criminal activities in our society; and

WHEREAS, the Agency recognizes that its enabling statutes and regulations impose upon it the legal and equitable obligation to investigate this criminal activity for the purpose of preventing future criminal activity and/or seeing proven offenders brought to justice; and

WHEREAS, the Agency recognizes that the nature of this criminal activity necessitates the structured cooperation of the Agency and NW3C in order for the Agency to meet its legal and equitable obligations.

In consideration of the Agency's agreement to the terms of Voting Membership, NW3C agrees to accept the Agency as a Voting Member of NW3C.

Therefore, it is agreed that:

- FIRST:** The Agency will contribute information pertaining to economic, white collar, and high tech criminal activity to NW3C.
- SECOND:** The Agency will cooperate with other member agencies in activities undertaken to further the goals and objectives of NW3C when the Agency is reasonably called upon to do so by a decision of the Board of Directors.
- THIRD:** The Agency will participate in NW3C's law enforcement focused training programs.
- FOURTH:** When appropriate, the Agency will make recommendations to governmental bodies for remedial and reform legislation based upon its investigative findings and experiences.
- FIFTH:** The Agency will comply with the decisions of NW3C's Board of Directors, as determined by vote of the Board in accordance with NW3C's Bylaws.
- SIXTH:** The Agency agrees to comply with NW3C's current Bylaws, and as the Bylaws are amended in the future.
- SEVENTH:** The Agency agrees to comply with Title 28 C.F.R. Part 23 of the United States Federal Criminal Intelligence Systems Operating Policies and NW3C policies and procedures relating to participation in NW3C's information sharing system.
- EIGHTH:** The Agency and NW3C agree that all information submitted to NW3C's Information Sharing System shall remain the property of the Agency.
- NINTH:** NW3C and its Board of Directors shall not be liable for damages resulting from the acts of agents or employees of the Voting Member.
- TENTH:** Notwithstanding any other provision of this Agreement, the Agency is not required to take any action which is contrary to any applicable statute, law or regulation, or contrary to the best interests and priorities of the Agency, as determined by the Agency's administrative head.
- ELEVENTH:** The Lexington- Fayette Urban County Government on behalf of the Div. of Police
(Full agency name with NO abbreviations)
hereby certifies that the Agency has law enforcement and criminal investigation authority required for a participating agency as defined in Title 28 C.F.R. Part 23 and may submit and receive criminal intelligence information on individuals or organizations reasonably suspected of involvement in a definable criminal activity or enterprise through NW3C's Criminal Information Pointer Database.

Please provide the legal or statute citation to the state law authorizing the requesting agency access to criminal intelligence, not just criminal investigative information:

Statute

Citation: _____
(Not a requirement for police or sheriff agencies.)

In instances where the law enforcement of criminal investigation authority of the participating agency may be unclear, a competent agency, such as the Attorney General in the agency's state, may make this determination and provide a certification.

The complete text for the Title 28 C.F.R. Part 23 guideline and text of a policy clarification may be located on the web at: <http://www.iir.com/28cfr/guideline.htm>

How did you hear about NW3C? Please specify on the line provided.

☐ From Current Member Agency _____ ☒ NW3C Training/Event ISEE Course 2/27/07
☐ Publication _____ ☐ Other _____

Has your agency been suspended or expelled from membership in any association or structured investigative body?

☐ Yes ☒ No

If yes, please explain: _____

This agreement will remain in full force and effect until such time as it is terminated in accordance with the provisions of NW3C's Bylaws or upon thirty (30) days prior written notice to the other party.

Lexington- Fayette Urban County Government on behalf of the Div. of Police
(Full agency name with NO abbreviations)

BY Anthony Beatty
Signature of Agency Head

Chief of Police
Title of Agency Head

Anthony Beatty
Print Name of Agency Head

9-17-07
Date

CHECKLIST - DID YOU REMEMBER THE FOLLOWING?

- Enter full agency name (NO abbreviations) in all required fields.
- Complete all fields.
- Membership Application must be signed by agency/administrative head.
- Membership Agreement must be signed by agency/administrative head.
- Attach a copy of your agency's organizational chart.
- See bottom of page 2 for mailing instructions.

NW3C, Inc., d/b/a the National White Collar Crime Center Membership Approved:

MAYOR, LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

NW3C Director

DATE

Date



RECEIVED

SEP 11

508-07

49

Mayor Jim Newberry
Division of Youth Services

MEMORANDUM

TO: Mayor Jim Newberry
Joe Kelly, SAM
Urban County Council

THRU: Marlene Helm
Marlene Helm, Commissioner
Department of Social Services

FROM: William Kendrick 9/11/07
William Kendrick, Director
Division of Youth Services

DATE: September 11, 2007

RE: Amend Resolution No. 411-2007

This memorandum requests approval to amend Resolution No. 411-2007 to increase the allotted funds from \$1,000 to \$2,500. This service agreement is with Jane Brake, Ph. D. to provide mental health services to children and families served by the Division of Youth Services.

Thank you for your assistance.

"Mission First – People Always"

cc: File

508-07

RESOLUTION NO. 411-2007

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH JANE F. BRAKE, PH.D., FOR THE PROVISION OF MENTAL HEALTH SERVICES TO CHILDREN AND FAMILIES SERVED BY THE DIVISION OF YOUTH SERVICES, AT A COST NOT TO EXCEED \$1,000.00.

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

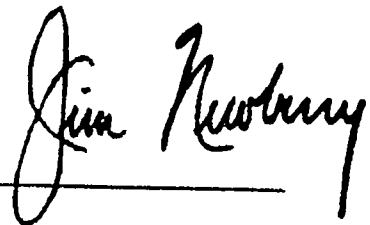
Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Jane F. Brake, Ph.D., for the provision of mental health services to children and families served by the Division of Youth Services.

Section 2 - That an amount, not to exceed the sum of \$1,000.00, be and hereby is approved for payment to Jane F. Brake, Ph.D., from account #1101-606502-71200, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 23, 2007

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: August 29, 2007-1t



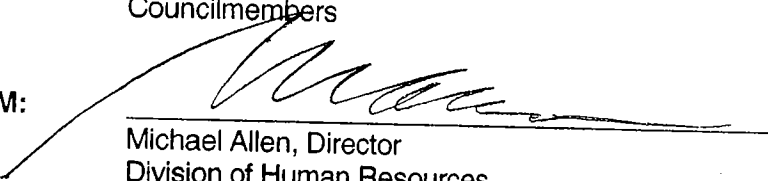
509-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources

M E M O R A N D U M

TO: Mayor Jim Newberry
Senior Advisor Joe Kelly
Councilmembers

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: September 24, 2007

SUBJECT: Create Positions—Division of Police

The attached action amends Section 23-5 of the Code of Ordinances, creating twenty-five (25) sworn Police Officers in the Division of Police, effective December 10, 2007.

The Division of Police requests this action to fill an academy and put 25 more officers on patrol in Lexington. The fiscal impact for these positions is a cost of \$778,019. (14 pay periods) and was included in the Mayors FY 2008 budget.

If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

Attachment

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

Log # 08-0039



510-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

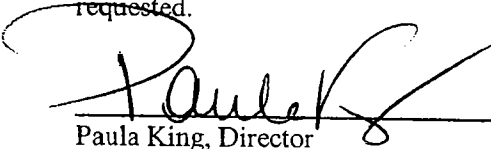
FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: SEPTEMBER 25, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT FEDERAL FUNDS FROM THE KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS FOR DESIGN OF BIKE LANE ON ROSE STREET

In accordance with the Lexington Metropolitan Planning Organization Transportation Improvement Program, the Kentucky Transportation Cabinet (KYTC), Department of Highways has offered the LFUCG federal funds in the amount of \$12,800 for the design of a bike lane on Rose Street from Rose Lane to Euclid Avenue. The source of federal funds for this project is Surface Transportation Lexington (SLX) program. A required 20% local match in the amount of \$3,200 will come from the Municipal Aid Program (Fund 1136). The total amount for the project is \$16,000.

Council authorization to accept award and approving the execution of the Agreement is hereby requested.


Paula King, Director

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



510-07

FAYETTE COUNTY
ROSE STREET BIKE LANES
FROM ROSE LANE TO EUCLID AVENUE
\$12,800 - SLX FUNDS

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the "**Department**", and the Lexington Fayette Urban County Government, 200 East Main, Lexington, KY 40507, hereinafter referred to as the "**LFUCG**".

WITNESSETH:

WHEREAS, the parties hereto desire to provide for the addition of a bike lane on Rose Street from Rose Lane to Euclid Avenue on the University of Kentucky campus in the City of Lexington in Fayette County, which shall hereinafter be referred to as the "**Project**," and

WHEREAS, the **LFUCG** desires to be the lead agency for this **Project**; and

WHEREAS, the **LFUCG** has asked the **Department** for funding assistance for costs incurred during the completion of this **Project**; and

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LFUCG** up to \$12,800 in FD52 federal reimbursement funding for the satisfactory completion of the **Project**; and

WHEREAS, the **Department** will be responsible to facilitate federal funding to the **LFUCG** and responsible for administration and monitoring of this **Project**; and

WHEREAS, any cost in excess of the reimbursement funding (\$12,800) for the **Project** will be the responsibility of the **LFUCG**.

510-07

FAYETTE COUNTY
ROSE STREET BIKE LANES
FROM ROSE LANE TO EUCLID AVENUE
\$12,800 - SLX FUNDS

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **LFUCG** up to \$12,800 for completion of work by the **LFUCG** under the obligations of this agreement for the **Project** described as follows:

The Lexington Metropolitan Planning Organization (MPO) has agreed to fund up to \$16,000 for the design of a bike lane on Rose Street from Rose Lane to Euclid Avenue on the University of Kentucky campus in the City of Lexington in Fayette County. This **Project** will increase bicycle commuting and enhance the bike network by connecting existing bike lanes and improving accessibility for students through a central section of campus.

2. This **Project** is funded by federal Statewide Transportation Program (STP) funds dedicated to Lexington (SLX) by the Lexington MPO Transportation Improvement Program (T.I.P.). The **Project** has already obligated \$10,000 in fiscal year 2001 for the Phase I design and has now obligated an additional \$6,000 in fiscal year 2007 for the Phase II design to continue the **Project**.
3. The funding obligations for this **Project** are split between an 80% federal contribution and a 20% local match. The total allocation from the Federal Highway Administration (FHWA) through the **Department** is \$12,800 and the **LFUCG** is responsible for the \$3,200 local match. In addition, the **Department** has authorized an additional \$5,000 in funds for **Project** administration and monitoring, with no required local match. The total amount of funding authorized by the **Department** to the **LFUCG** for this **Project** is \$12,800. The **LFUCG** will be responsible for any costs above \$12,800.
4. The **LFUCG** shall be the lead agency and be responsible to satisfy all requirements and adhere to all state and federal laws and regulations necessary to qualify for the receipt of these funds. The **LFUCG** will obtain any required permits for work to be accomplished on state-owned right-of-way from the **Department's** District 7 office in Lexington.
5. Concurrence must be obtained by the **LFUCG** through the **Department's** District 7 Executive Director in Lexington prior to the awarding of any contract for work or materials

510-07

FAYETTE COUNTY
ROSE STREET BIKE LANES
FROM ROSE LANE TO EUCLID AVENUE
\$12,800 - SLX FUNDS

to be used on this Project. All work and/or materials must comply with the Department's standards and specification including, but not limited to, all legal bidding requirements including the provision of KRS 45A and 424. The LFUCG is to only use contractors and consultants who are pre-qualified to do work for the Department.

6. The Department agrees to provide assistance to the LFUCG, if needed, in reviewing Project plans and in preparing environmental impact documentation to satisfy the requirements of the Federal Highway Administration so that construction of this Project can begin. Any costs to the Department for its participation in the Project shall be expensed to the Department through the terms of this Agreement.
7. The LFUCG shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from the herein set forth Project.
8. The LFUCG shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said Project. In order to obtain reimbursement from the Department for performing said Project, the LFUCG shall submit to the Department's District 7 Executive Director, or his designee, in Lexington documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility.
9. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
10. The LFUCG will pass a resolution authorizing the Mayor to sign this Agreement on behalf of the LFUCG. A copy of that resolution shall be attached to and made a part of this Agreement.



511-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Community Development

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

**FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: SEPTEMBER 25, 2007

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO AUTHORIZE THE MAYOR TO
EXECUTE ALL DOCUMENTS RELEVANT TO THE CDBG SANITARY
SEWER FINANCIAL ASSISTANCE PROGRAM FOR UNSEWERED AREAS**

On April 25, 2005, Ordinance 104-2005, authorized the submission of the 2005 Consolidated Plan which included the establishment of the Sanitary Sewer Financial Assistance Program for \$100,000.

Since that time, the Division of Engineering has finalized the program design and is ready to implement the program. The program provides a five year deferred mortgage loan for owner-occupied residents for the construction of private lateral service lines to connect to public sanitary sewer collector lines in previously unsewered areas. The loan amount can be up to 100% of the cost for families less than 50% of median income (currently \$30,900 for a family size of 4) or up to 50% for families less than 80% of median income (currently \$49,450 for a family of 4) depending on family size.

In order to facilitate the program, this memorandum request authorization for the Mayor to execute all required documents in regards to the closing of the loans with the property owners, as approved by the Department of Law. The maximum award would be \$10,000, however it is anticipated that the average would be in the \$5,000 range.

Paula King, Director

**Cc: Division of Engineering
Don Kelly, Commissioner of the Department of Public Works
Kyna Koch, Commissioner of Finance and Administration**

HOME CENTRAL TO THE WORLD

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

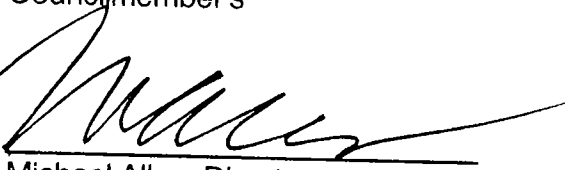


455-07

Jim Newberry, Mayor

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

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

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: August 28, 2007

RE: Create position – Office of Policy and Budget

The attached action amends Section 22-5 of the Code of Ordinances, creating one (1) unclassified civil service position of Senior Advisor (Grade 212), to become effective upon passage of Council.

The administration requests this creation of the position to lead the Office of Policy and Budget.

The fiscal impact for FY2008 is \$109,919.47 (19 pay periods). Funding for the position will originate from fund balance.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Vacant	Senior Advisor	\$0	\$116,621.44	\$116,621.44
Total Annual Impact with benefits \$150,116.12				

If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

Attachment

cc: Kyna Koch, Commissioner of Finance
Division Directors
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 08-0027

URBAN COUNTY COUNCIL
BUDGET & FINANCE COMMITTEE SUMMARY

SEPTEMBER 25, 2007

Dr. Stevens chaired the committee meeting, calling it to order at 1:00 pm. All committee members were present except CM Stinnett.

I. Request for additional funding from the County Attorney's Office

Mr. Roberts stated that out of 48 employees in the child support division nobody speaks Spanish. He stated this is a problem and he is addressing this with the state as well. He stated they have a lot of people that do not speak English.

A motion by CM Moloney that the County Attorney's Office be placed on the list for possible funding pursuant to LFUCG audit report in November, seconded by CM Gorton, passed unanimously.

Dr. Stevens stated the letter Mr. Roberts sent to Council shows a shortfall of about \$200K.

Mr. Roberts stated that is correct it is about \$237K.

Dr. Stevens stated that traditionally most of their money comes from fees they collect.

Mr. Roberts stated that is correct. He stated LFUCG gives them \$4,500 a year for operating expense and the state gives his office \$3,000 a year. He stated they get a total of \$7,500 to run their office so they have to use different means to generate money.

Vice Mayor asked about the sum of \$487,382.00.

Mr. Roberts states that amount is for salaries.

Vice Mayor stated the focus needs to be on the \$487,382.00 and what that represents over history.

Mr. Roberts stated he does not have the last 5 year history with him but he should be able to get that information. He stated he does know that of the \$237K for operating expenses has not changed. They have to generate this amount every year.

Vice Mayor stated the only way to evaluate the request is to be able to look at the history of funding, County Attorney's budget today, and how the budget itself has changed over time.

Mr. Roberts stated he will send the information to the committee. He stated that with the \$487K for salaries from LFUCG he still comes up \$85K short and has to generate that money.

Dr. Stevens asked about the \$728K total funding from LFUCG.

Mr. Roberts stated it is broken down to \$626K in salaries and the \$250K (this amount is for Richard Vimont's salary, \$100K for rent and the other \$30K employee).

Mr. Southers stated that the adopted budget shows his office being approved for \$728K for FY08 and for FY07 \$478K so that is a \$250K increase. He stated the difference between the total revenue collected and total expenditures is deficit of \$205K; however, these are FY06 numbers. He stated we need to reconcile between what he was given and what he needs.

Mr. Roberts stated their rent went up \$100K for LFUCG's portion when they moved, pays for Richard Vimont's salary and a new attorney.

Mr. Southers asked if what he is requesting now is the \$85K and the \$50K for two new employees for a total of \$135K plus benefits.

Mr. Roberts stated that is correct.

CM Blevins asked how many attorneys the PAC budget funds.

Mr. Roberts stated approximately 17.

CM Blevins stated how can the state get by with only funding a million dollars a year for salaries. He asked what can Council do to help improve that funding.

Mr. Roberts stated each Councilmember needs to get to know what the County Attorney's Office does for LFUCG so when the PAC budget comes up they can tell the state what the office does for the city.

CM Blevins asked who sets the salaries.

Mr. Roberts stated he does.

CM Myers stated the County Attorney needs to show Council what his office can save the city on outside counsel.

Mr. Roberts stated he can help the Law Department with categories of law concerning suits against the city, trial work – jail suits, litigation involving city liability.

CM Myers asked the committee to put a list together for administration as to what they can outsource to the County Attorney's Office.

Commissioner Askew stated LFUCG has approximately 25 suits that involve outside counsel. He stated they are trying to handle more in house. He stated they can take a look at the partnership.

CM Moloney asked how they decide if a case goes to outside counsel and who gets it.

Commissioner Askew stated there are two or three categories; one being specialized cases such as EPA case, also some cases are so large that they are to large to handle in-house, and some where there maybe a conflict. He stated they have not outsourced any cases this year.

CM Lane asked how the budget became out of balance.

Mr. Roberts stated he inherited the budget. He stated for years the County Attorney never came before Council and asked for more funding. He stated money from tax collection was put into bonds so that money has been carrying them. They also get money from cold checks and diversion.

Vice Mayor stated the everyone has been impressed with Mr. Roberts energy and conviction. He stated we need an analysis that gives a 5 year picture as to the budget and the amount LFUCG has provided. He asked if the increased caseload is driving the increase in budget.

Mr. Roberts stated yes.

Vice Mayor asked why would you take on city work.

Mr. Roberts stated as county attorney one of his duties is to represent county officials.

Vice Mayor stated LFUCG funding should be where core skills and core competencies are at the highest levels and the need is the greatest.

Mr. Roberts stated they are not having problems with getting the work done.

CM Myers asked Mr. Roberts to review his mission statement and look at the area of expertise he has in his office and come back with a list of types of cases he feels his office can handle for LFUCG.

II. General Update on FY 2008 Debriefing Topics

Commissioner Koch stated they haven't made as much progress as she would have liked. She stated she is meeting with Metaformers, the consultants, who will be helping with the implementation of the budget module. She stated personnel lapse is a decision that committee is going to have to make as we get closer to the new budget process. She stated they will be running the new forms by the committee before putting those out. Commissioner Koch stated she is not for sure how much more the committee wants her to do regarding the contingency fund. She stated they will be working with the Lexington 2015 group on projection data. She stated the spending plan is like the contingency. She stated they have had people in Frankfort review the process of capital planning that her intern has been working on for a capital improvement planning process. They have been working with the management partners and are ready to finalize the forms and the instructions. Commissioner Koch stated they will be reporting capital projects to the committee on a quarterly basis. She stated the CAFR alignment that she can't make any promises regarding CAFR this year because they have been without a Director of Accounting. She does not have people on board that can do this. She stated the CAFR report will not be ready in a timely manner and she apologizes for that. She stated that regarding the monthly review they plan on closing the month by the 10th of the following month. The problem right now is they can't close July until they close June and they have not closed the end of the fiscal year yet. She stated Metaformers are here to help them. They intend to have it closed on Wednesday. She stated they have been running some trials as to the FY07 fund balance and hope to have a solid number by next week. She stated they had to take a couple million out to put into the rainy day fund that came out at the very end of June. She stated it looks very tight and doesn't think there will be a lot leftover.

CM Lane asked how many accounting positions are open at this time.

She stated none. The Director of Accounting has been hired and will start October 1st. She stated she may have to come back and ask for additional employees.

CM Lane asked how the STARS systems is coming along.

Commissioner Koch stated they are still running an interface between payroll and STARS so payroll is being ran on mainframe. She stated they have not run any STARS reports in the current fiscal year.

CM Lane asked if the closing balances have been significantly out of balance.

Commissioner Koch stated on Friday it was under a million. She stated the cash in the bank is correct the problem is what was put into the system. She stated the auditors are well aware as to what they are doing.

CM Lane asked if Council needs to provide additional funding to help through this period.

Commissioner Koch stated she has brought in two temps that have the experience.

CM Gorton asked about payroll entries.

Commissioner Koch stated they have not made any payroll entries into STARS.

CM Gorton asked about the retirement impact.

Commissioner Koch stated they have prepared a list of who is eligible for retirement and what the impact might be. She stated they need to decide on how much they are going to set aside for this issue as they move forward into the FY09 budget.

Vice Mayor asked if the ICMA module is the benchmark for LFUCG.

Mr. Kelly stated they had a discussion with the management partner group as to things they can begin to put in place.

CM Moloney asked Vice Mayor about the issue of metrics and ICMA that was tabled during committee of the whole meeting as to when will it be brought back up.

Mr. Kelly stated that let them get into the management audit and then have a discussion.

III. Discussion on when the committee can expect revenue and expense data for FY 2008

Commissioner Koch stated they should have information next week.

The meeting adjourned at 2:20 pm.