

**URBAN COUNTY COUNCIL  
SCHEDULE OF MEETINGS  
FEBRUARY 11 through FEBRUARY 18, 2008**

**MONDAY, FEBRUARY 11**

Infill & Redevelopment Steering Committee Public Meeting . . . . . 6:30 pm  
Conference Room-3<sup>rd</sup> Floor Phoenix Building

**TUESDAY, FEBRUARY 12**

Streetscape Design Workshop for Council. . . . . 10:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Outside Agency Oversight Committee Meeting . . . . . 11:30 am  
Conference Room-5<sup>th</sup> Floor Government Center

Intergovernmental Committee Meeting . . . . . 1:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

Council Work Session . . . . . 3:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

**WEDNESDAY, FEBRUARY 13**

Police & Fire Pension Fund Meeting . . . . . 9:00 am  
Council Chambers-2<sup>nd</sup> Floor Government Center

Transportation Technical Coordinating Committee (TTCC) Meeting . . . . . 9:00 am  
Conference Room-7<sup>th</sup> Floor Phoenix Building

Traffic Safety Coalition (TSC) Meeting . . . . . 10:30 am  
Conference Room-3<sup>rd</sup> Floor Phoenix Building

Live Where You Work Meeting . . . . . 12:00 pm  
Conference Room-6<sup>th</sup> Floor Government Center

Congestion Management Committee (CMC/GLDG) Meeting . . . . . 1:30 pm  
Traffic Management Center-3<sup>rd</sup> Floor Phoenix Building

Tree Board Meeting . . . . . 3:30 pm  
Conference Room-5<sup>th</sup> Floor Government Center

Downtown Entertainment Task Force Meeting . . . . . 5:00 pm  
Commerce Lexington, 330 E. Main St

**THURSDAY, FEBRUARY 14**

Local Disaster Emergency Services Organization (LDESO) Meeting . . . . . 9:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Lyric Theatre Task Force Meeting . . . . . 10:30 am  
Board Room, Building D -St. Joseph Hospital, 1451 Harrodsburg Rd

**FRIDAY, FEBRUARY 15**

LexArts' Gallery Hop. . . . . 5:00 pm  
Council Office-5<sup>th</sup> Floor Government Center

**MONDAY, FEBRUARY 18**

No Meetings

**I     LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**  
**WORK SESSION AGENDA**

**February 12, 2008**

- I.     Public Comment – Issues on Agenda**
- II.    Requested Rezoning / Docket Approval – None**
- III.   Approval of Summary-Yes, February 5, 2008, pp.6-10**
- IV.    Budget Amendments – None**
- V.     New Business, pp.13-41**
- VI.    Continuing Business / Presentations**
  - A.    Services Committee(not in packet-separate)**
- VII.   Council Report**
- VIII. Mayor's Report – None**
- IX.    Public Comment – Issues Not on Agenda**

## ADMINISTRATIVE SYNOPSIS

### New Business Items

- A. Authorization to Accept a Deed of a Permanent Storm Sewer Easement and a Temporary Construction Easement at 222 Floral Park for the Elizabeth Street Drainage Improvements Project. (080-08) (Martin/Taylor)  
This request will authorize the acceptance of a deed of a Permanent Storm Sewer Easement for 648 square feet, and a Temporary Construction Easement for 219 square feet at a cost of \$5,425 at 222 Floral Park for the Elizabeth Street Drainage Improvements Project. Funds are budgeted.**p.13**
- B. Authorization to Accept a Deed of a Temporary Construction Easement at 227 Forest Park Road for the Elizabeth Street Drainage Improvements Project. (082-08) (Martin/Taylor)  
This request will authorize the acceptance of a deed of a Temporary Construction Easement for 747 square feet at a cost of \$400 at 227 Forest Park Road for the Elizabeth Street Drainage Improvements Project. Funds are budgeted.**p.14**
- C. Authorization to Accept a Deed for the Acquisition of 309 Dantzler Court for the Elizabeth Street Drainage Improvements Project. (081-08) (Martin/Taylor)  
This request will authorize the acceptance of a deed to acquire 309 Dantzler Court at a cost of \$156,700 for the Elizabeth Street Drainage Improvements Project. The purchase of this property has been recommended by the consultant and the Division of Engineering to allow positive stormwater mitigation in the immediate area and downstream. The purchase price is based on the appraisal obtained by the Division of Engineering. Funds are budgeted.**p.15**
- D. Authorization of Delaney and Associates, Inc. as the Sole Source Vendor for Replacement Parts Required for the Town Branch Wastewater Treatment Plant (WWTP). (096-08) (Martin/Taylor)  
This request will authorize Delaney and Associates, Inc. as the sole source vendor for replacement parts for the Flowserve dewatering pumps #4 and #5 at the Town Branch WWTP for a cost of \$63,508. The replacement parts must bolt to the existing flute and housing of the pump body for two (2) pumps and must come from the manufacturer for an exact fit. Delaney and Associates, Inc. is the only Flowserve representative in the area and the state. Funds are budgeted.**p.16**

- E. Authorization of an Amended Site Specific Agreement between LFUCG, Jessamine-South Elkhorn Water District (JSEWD) and Ashtree Properties, LLC Regarding Ashtree Subdivision – Unit 2. (097-08) (Martin/Taylor)  
This request will authorize an Amended Site Specific Agreement between LFUCG, JSEWD, and Ashtree Properties, LLC to provide sanitary service to the Ashtree Subdivision – Unit 2 development. This amended agreement will provide the subdivision with a maximum average of 80,400 gallons per day of wastewater treatment capacity for sewage discharge to the West Hickman Wasterwater Treatment Plant. This amendment is intended to supplement the Site Specific Agreement approved by Resolution No. 690-2002.**p.17**
- F. Authorization to Amend Section 22-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water and Air Quality. (094-08) (Allen/Taylor)  
This request will authorize an amendment to Section 22-5 of the Code of Ordinances to create two (2) temporary unclassified civil service positions of Staff Assistant Sr. (Grade 108N) within the Division of Water and Air Quality to assist with the increase of administrative workload to comply with EPA. The positions will be for one year beginning March 1, 2008 and ending March 1, 2009. The fiscal impact for FY2008 will be \$20,198.77 and will be funded from the Division's Other Salaries Account. The annual impact will be \$75,023.99.**p.18**
- G. Authorization to Amend Section 22-5 of the Code of Ordinances within the Department of Social Services, Division of Adult Services. (095-08) (Allen/Helm)  
This request will authorize an amendment to Section 22-5 of the Code of Ordinances to create two (2) unclassified civil service positions of Social Worker Sr. (Grade 113E) within the Division of Adult Services and to work with families affected by the Newtown Pike Extension Project. The fiscal impact for FY2008 is \$28,408.81 and is grant funded. The annual impact is \$105,518.45.**p.19**
- H. Authorization to Amend Sublease and Management Agreement Between LFUCG and LexArts, Inc. (f/k/a Lexington Arts and Cultural Council, Inc.) Regarding the Downtown Arts Center. (083-08) (Boland/J. Kelly)  
This request will authorize an amendment to Sublease and Management Agreement to allow a FY2008 fee of \$128,500 be paid to LexArts, Inc. as compensation for a management fee. The previously approved agreement provided an annual management fee of \$150,000 was not fully funded.. Funds are budgeted.**pp.20-21**

- I. Authorization of Change Order No. 2 to Contract with BCD, Inc. on Behalf of the Department of General Services, Division of Parks and Recreation for the Gainesway Community Building Project. (088-08) (Hancock/Cole)  
This request will authorize Change Order No. 2 to contract with BCD, Inc. to increase the contract amount by \$36,516.78. This change includes rock excavation, rerouting a sanitary sewer extension due to undocumented underground storm sewer, adds a dumpster pad and enclosure, and deletes a water line extension and a fire hydrant for the Gainesway Community Building project. Original contract amount was \$790,937.68. Total of previous change order is \$14,237.68. New contract total is \$827,454.46. Funds are budgeted.**pp.22-23**
- J. Authorization of a Concession Agreement with the Lexington Lions Club, Inc. on Behalf of the Department of General Services, Division of Parks and Recreation for the Masterson Station Park Fairground. (089-08) (Hancock/Cole)  
This request will authorize a long-term Concession Agreement between LFUCG and the Lexington Lions Club, Inc. for use of space at the Masterson Station Park and among other agreed upon terms:
- Maintain the facilities the Lions Club presently have at the sites.
  - Erect at their expense, a heated and air conditioned pavilion building.
  - The pavilion building to have ADA accessible restrooms.
  - The pavilion building is to be rentable by the public; controlled by LFUCG throughout the year, except during the two weeks Lions Bluegrass Fair.
  - The Lions Club and LFUCG will share the proceeds from the public rental fees at a 50-50 basis.
  - This agreement replaced the February 9, 1995 agreement and shall continue in force for a 15-year term, renewable for 4 additional 5-year terms.**pp.24-30**
- K. Authorization of a Concession Agreement with the Fayette County Cooperative Extension District Board on Behalf of the Department of General Services, Division of Parks and Recreation for an Agricultural Show Pavilion at the Master Station Park Fairground. (090-08) (Hancock/Cole)  
This request will authorize a Concession Agreement with the Fayette County Cooperative Extension District for a specific area of the Masterson Station Park Fairground to construct and utilize (at their expense) an agricultural show pavilion for a fifteen (15) year term and renewable for four (4) additional five (5) year terms. The Fayette County Cooperative Extension District and LFUCG will share the rental fees from the public's use of the space at the fairgrounds when it is rented for public use.  
**pp.31-37**

- L. Authorization of a Professional Service Agreement with the University of Kentucky (UK), University Health Service on Behalf of the Department of General Services to Evaluate LFUCG Employees under Kentucky Revised Statute (KRS) 186.042 for Temporary and / or Permanent Disability Parking. (091-08) (Cole)

This request will authorize a Professional Service Agreement with the UK, University Health Service to evaluate LFUCG employees under KRS 186.042 to determine if they meet the guidelines to be able to park closer to their work area. Employees may submit a Disabled Parking Application for review by the UK, University Health Service. A fee of \$30 per application will be charged by UK for this service. It is estimated 30 to 50 reviews will occur in the first year. The fees will be paid from the Department's Professional Services budget. Funds are budgeted.  
**pp.38-39**

- M. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Public Safety, Division of Community Corrections. (092-08) (Allen/Bennett)

This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish one (1) classified civil service position of Staff Assistant Sr. (Grade 108N) and create one (1) classified civil service position of Administrative Specialist (Grade 110N) within the Division of Community Corrections. The fiscal impact for FY2008 is \$1,178.32 and will be from the Division's Repair and Maintenance Account. The annual impact will be \$4,376.62. Funds are budgeted.  
**p.40**

- N. Authorization to Accept Current and Future Funds from the Marian Middleton Trust on Behalf of the Department of Public Safety, Division of Fire and Emergency Services. (093-08) (Hendricks/Bennett)

This request will authorize the acceptance of \$501.75 by the Division of Fire and Emergency Services as a beneficiary of the Marian Middleton Trust for tax year ending December 31, 2006 and will authorize the Division to receive future funds from the Trust.  
**p.41**

URBAN COUNTY COUNCIL  
WORK SESSION SUMMARY  
& TABLE OF MOTIONS

February 5, 2008

Mayor Newberry chaired the meeting, calling it to order at 3:00 pm. All Council Members were present except CMs Crosbie and James.

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

A motion by CM Stinnett to table the second reading of the sanitary sewer fee increase until 2/21/08, seconded by CM Beard, passed with a 12-1 vote.

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

- III. Approval of Summary – Yes

A motion by CM Gorton to approve the summary of 1/29/08, seconded by CM Beard, passed without dissent.

- IV. Budget Amendments-Yes

A motion by CM Gorton to approve the budget amendments, seconded by CM Blues, passed without dissent.

- V. New Business

- A. Authorization of a Release of Easement at Property Located at 4140 – 4144 Kentucky River Parkway. (078-08) (Askew)
- B. Authorization to Accept Award from the March of Dimes Greater Kentucky Chapter of a Home Network Program for the Department of Social Services, Family Care Center. (059-08) (King/Helm)
- C. Authorization to Accept Award from the Bluegrass Area Development District (BGADD) on Behalf of the Department of Social Services, Division of Youth Services, for the Development of an Out-of-School Youth Program. (072-08) (King/Helm)

- D. Authorization to Accept Award from the Kentucky Cabinet for Health and Family Services on Behalf of the Department of Social Services, Family Care Center. (077-08) (King/Helm)
- E. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water and Air Quality. (060-08) (Allen/Taylor)
- F. Authorization to Amend Section 2 of Ordinance No. 270-2007 to Correct a Clerical Error in Subsection 21-5(2) of the Code of Ordinances. (061-08) (Allen/Koch)
- G. Authorization to Submit Applications to the Kentucky Arts Council on Behalf of the Department of General Services, Division of Parks and Recreation. (073-08) (King/Cole)
- H. Authorization of Agreements with Nonprofit Organizations for Participation in the Adopt-A-Spot Roadway Cleanup Program – FY2008. (055-08) (King/ D. Kelly)
- I. Authorization to Amend Resolution No. 710-2007 to Correct an Accounting Error. (065-08) (Rayan/D. Kelly)
- J. Authorization to Submit Applications to the Kentucky Transportation Cabinet (KYTC) from the Congestion Mitigation and Air Quality (CMAQ) Program on Behalf of the Department of Public Works and Development for LFUCG Projects in FY2009. (067-08) (King/D. Kelly)
- K. Authorization to Submit an Application to the Kentucky Governor's Office of Local Development (GOLD) on Behalf of the Department of Public Works and Development for the McConnell Trace Greenway Restoration and Trail Project. (076-08) (King/D. Kelly)
- L. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Public Safety, Division of Police. (062-08) (Allen/Bennett)
- M. Authorization to Accept Donation from the Annual Police Memorial Golf Tournament on Behalf of the Department of Public Safety, Division of Police for the Boys Scout of America (BSA) Explorer's Winterfest. (063-08) (Bastin/Bennett)
- N. Authorization of a Memorandum of Understanding (MOU) with the US Marshals Service for Overtime Related to Fugitive Apprehension by the Department of Public Safety, Division of Police. (68-08) (Bastin/Bennett)
- O. Authorization to Accept a Donation from Mr. Eric Dziekan of a Canine Stab / Level II Bullet Resistant Dog Vest on Behalf of the Department of Public Safety, Division of Police. (069-08) (Bastin/Bennett)



- P. Authorization of an Agreement with AT&T Mobility on Behalf of the Department of Public Safety, Division of Enhanced 9-1-1 for 3-1-1 Dialing Service within Fayette County. (075-08) (Lucas/Bennett)
- Q. Authorization of an Additional Software License Agreement with New World Systems® on Behalf of the Department of Public Safety, Division of Police under the 2007 Homeland Security Grant. (074-08) (King/Bennett)

A motion by CM Ellinger to approve new business items A-Q, seconded by CM McChord, passed without dissent.

## VI. Continuing Business / Presentations

### A. Budget & Finance Committee Update

This update was given by Chair CM Stevens. CM Stevens passed around the list of the FY 09 Council Links assignments. There were no motions brought forward.

A motion by CM Lane to approve amending the last paragraph in section I. of the B & F Summary for 1/29/08 to read "Comm. Koch stated that revenue was coming in at more than a hundred percent and expenses were coming in less", seconded by CM Gorton, passed without dissent.

A motion by CM Gorton to approve amending the reference of 13.5 in both places of the B & F Summary for 1/29/08 to read \$13.5K, seconded by CM Stevens, passed without dissent.

### B. Citizens' Advocate Annual Report

This report was given by Citizen's Advocate Joan Beck. Several CMs asked questions. CM McChord explained what the Legislative Committee is for CM Blues.

A motion by CM Ellinger to refer the Apology Legislation to the Legislative Committee, seconded by VM Gray, passed with a 12-1 vote.

A motion by CM Ellinger to refer the Citizens' Advocate manual for review to the Inter-Governmental Committee, seconded by CM Stevens, passed without dissent.

### C. Destination 2040

This presentation was done by Charlie Boland of the Mayor's Office.

## VII. Council Report

CM DeCamp-A motion by CM DeCamp to approve "no through signs" on Sunset Dr between Marquis Ave and Bates Creek Road, seconded by CM Gorton passed without dissent.

CM Gorton-Announced the TIF workshop on 2/7/08 at 5:30 pm in the 5<sup>th</sup> floor Conference Room of the Government Center; stated that the National Arts Program was a good thing; thanked Asst. Chief Hall for his years of service; asked Comm. Logan Askew if LFUCG was writing a response to the PSC; Comm. Askew stated that if there is additional testimony, it will be heard on 2/11/08; asked about speaking with David Barberie, Dept. of Law, to see what LFUCG's intent is.

CM Stinnett- Stated that tonight is the 1<sup>st</sup> visioning session at BSHS at 7 pm; announced that next Tuesday night at 6:30 pm, also at BSHS, he will be hosting a traffic meeting for folk living in the St Anthony Dr area.

David Barberie, Dept. of Law, came down to answer CM Gorton's question. He said that not to his knowledge were there any additional submissions to the PSC; CM Ellinger asked a question about Mr. Rubin's testimony; Mr. Barberie answered that at this moment, Mr. Rubin's submitted testimony stands; he also stated that if any additional evidence came forward, the PSC would have to look at it; if there is additional evidence, the hearing has already been set for 3/5/08

CM McChord- Stated that he, along with CM James will be putting together a resolution, either this Thursday or next Tuesday, about Eastern State Hospital and asking that committee to consider the proposal offered for a new hospital; also stated that the intersection of Southpoint Dr and Nicholasville Rd is an absolute problem; he has asked Comm. Kelly to put together some data for the State and to ask them to improve the intersection; wished Lafayette Wrestling Team well in the post season.

CM Ellinger-A motion by CM Ellinger to have an Immigration Workshop on 2/21/08 at 5:30 pm in the 5<sup>th</sup> floor Conference Room, seconded by CM Myers, passed without dissent.

CM Blues- Called attention to the initiative between Parks and Harts Cleaners on collecting wire hangers and donating ½ cent per hanger to Parks for the planting of trees in our parks; announced that at 6 pm tonight, the Historic Western Suburb NA will meet at 640 W. Maxwell St.

CM Blevins-A motion by CM Blevins to approve the NDF List for 2/5/08, seconded by CM Stevens, passed without dissent.

CM Stevens- Stated that he spoke with the new Atty. General last week and he is all caught up on the pending PSC issue-the Atty. Gen. stated that his job is to represent the rate payers; announced that One World Film festival will begin its free series of films at the central library on 2/10/08-the other 12 films will either be at the KY Theatre or the Central Library; also announced was the start of the Abe Lincoln Bicentennial celebration next week-there will be a traveling Lincoln Mobile here on 2/27 at the Central Library.

#### VIII. Mayor's Report-Yes

A motion by CM Lane to approve the Mayor's Report dated 2/5/08, seconded by CM Ellinger passed without dissent.

#### IX. Public Comment-Issues not on the agenda-None

#### X. Closed Session

A motion by CM Stinnett to go into closed session pursuant to KRS 61.810(1) (m) for the purpose of discussing a Homeland Security matter involving the Lexington-Fayette Urban County Government, seconded by CM McChord, passed without dissent.

A motion by CM Beard to come out of closed session, seconded by CM McChord, passed without dissent.

A motion by CM McChord to adjourn, seconded by CM DeCamp, passed without dissent.

Work Session was adjourned at 5:01 pm.

# NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

11

February 12, 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<br>ITEM | BUDGET<br>JOURNAL | DIVISION                 | DESCRIPTION OF REQUEST   |
|----------------------|-------------------|--------------------------|--|
| 94-08<br><br>F       | KC 0038           | Water and Air<br>Quality | To provide funds for two non-civil service,<br>temporary positions of Staff Assistant Senior<br>for a period of one year by reducing funds for<br>the other salaries account.<br>4002 20,200<br>4002 20,200CR<br>0*      |
| 92-08<br><br>M       | KC0037            | Community<br>Corrections | To provide funds for one position of<br>Administrative Specialist by deleting funds for<br>one position of Staff Assistant Senior and<br>reducing funds for repairs and maintenance.<br>1101 1,180<br>1101 1,180CR<br>0* |
| 93-08<br><br>N       | 17788-89          | Fire                     | To provide funds for operating supplies in<br>Community Services Administration for public<br>education programs by recognizing income<br>received from the Marian Middleton Trust.<br>1101 500<br>1101 500CR<br>0*      |

## EFFECT ON FUND BALANCES

|           |    |  |
|-----------|----|--|
| FUND 1101 | 0* | NO EFFECT ON: GENERAL SERVICES DISTRICT                  |
| FUND 4002 | 0* | NO EFFECT ON: SANITARY SEWERS REVENUE AND OPERATING FUND |

**Budget Information For New Business Items**  
**February 12, 2008 Work Session**

| <b>Item</b> | <b>Number</b> | <b>Amount</b> | <b>Fund</b> | <b>Name / Description</b>                        |
|-------------|---------------|---------------|-------------|--|
| A           | 080-08        | 5,425         | 2522        | Public Work Bond Projects                        |
| B           | 082-08        | 400           | 2522        | Public Work Bond Projects                        |
| C           | 081-08        | 156,700       | 2522        | Public Work Bond Projects                        |
| D           | 096-08        | 63,508        | 4002        | Sanitary Sewer Fund                              |
| E           | 097-08        | NA            |             |  |
| F           | 094-08        | 20,200        | 4002        | Sanitary Sewer Fund<br>Budget Journal            |
| G           | 095-08        | 28,410        | 1101        | General Services District Fund                   |
| H           | 083-08        | NA            |             |  |
| I           | 088-08        | 36,516.78     | 4024        | PFC – Parks Projects Fund                        |
| J           | 089-08        | NA            |             |  |
| K           | 090-08        | NA            |             |  |
| L           | 091-08        | 1,500         | 1101        | General Services District Fund                   |
| M           | 092-08        | 1,180         | 1101        | General Services District Fund<br>Budget Journal |
| N           | 093-08        | 500           | 1101        | General Services District Fund<br>Budget Journal |



JAN 22 2008

080-08

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT  
Division of Engineering

## MEMORANDUM

To: Jim Newberry, Mayor  
Urban County Council

From: Mary Bennett MB  
Engineering Technician

Date: January 18, 2008

Re: Resolution Authorizing Acceptance of Deed  
Project No. 384 - Elizabeth Street Drainage Improvements

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of permanent storm sewer easement and temporary construction easement for the Elizabeth Street Drainage Improvements project. The deed will be from S. Patrick Terry at a cost of \$5,425.00 for the acquisition of 648 square feet of permanent storm sewer easement and 219 square feet of temporary construction easement from the property located at 222 Floral Park.

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

Approved by:

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

Cheryl Taylor, Commissioner  
Department of Environmental Quality

## Attachments

c: Robert Bayert, P.E.      David Carroll, P.E.      Jim Wray      Glenda George  
Yvonne Stone      File

08.P384.406.blue222floralpark

HORSE CAPITAL OF THE WORLD

101 East Vine Street 4th Floor      Lexington, KY 40507      (859) 258-3410      Fax: (859) 258-3458      www.lfucg.com



082-08

Mayor Jim Newberry

## LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

## MEMORANDUM

To: Jim Newberry, Mayor  
Urban County Council

From: Mary Bennett *MB*  
Engineering Technician

Date: January 7, 2008

Re: Resolution Authorizing Acceptance of Deed  
Project No. 384 – Elizabeth Street Drainage Improvements

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of temporary construction easement for the Elizabeth Street Drainage Improvements project. The deed will be from Joe and Lori Adams at a cost of \$400.00 for the acquisition of 747 square feet of temporary construction easement from the property located at 227 Forest Park Road.

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

Approved by:

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

Cheryl Taylor, Commissioner  
Department of Environmental Quality

## Attachments

c: Robert Bayert, P.E. David Carroll, P.E. Glenda George Yvonne Stone File

08.P384.406.blue227forestpark

HORSE CAPITAL OF THE WORLD

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JAN 18 2008

15

081-08

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

**MEMORANDUM**

To: Mayor Jim Newberry  
Urban County Council

From: Mary Bennett *MB*  
Engineering Technician

Date: January 16, 2008

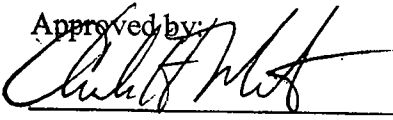
Re: Resolution Authorizing Acceptance of Deed  
Project No: 384 - Elizabeth Street Drainage

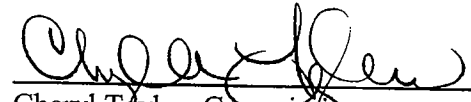
The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for the acquisition of 309 Dantzler Court. The deed will be from Paul and Fern Walter at a cost of \$156,700.00 for the acquisition of the entire property. The purchase price is based on the appraisal obtained by the Division of Engineering.

The purpose of the acquisition is for stormwater management and mitigation to the existing watershed. Recommendation for the purchase comes from both the assigned consultant and the Division of Engineering staff. The stormwater consultant and engineering staff concur that acquisition of the property would allow for positive stormwater mitigation in the immediate area as well as downstream.

Funds for the payment are currently budgeted.

Approved by:

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

  
Cheryl Taylor, Commissioner  
Department of Environmental Quality

Attachments

c: Robert Bayert, P.E.     David Carroll, P.E.     Glenda George     Yvonne Stone     File

08.P384.406.bluesheetp2

HORSE CAPITAL OF THE WORLD

101 East Vine Street 4th Floor     Lexington, KY 40507     (859) 258-3410     Fax: (859) 258-3458     www.lfucg.com

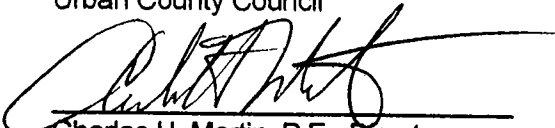




096-08

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

To: Mayor Jim Newberry  
Urban County Council

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

Date: January 29, 2008

Re: Sole Source Purchase of Replacement Parts for Dewatering Pumps  
At Town Branch Wastewater Treatment Plant (WWTP)

The purpose of this memorandum is to request a resolution authorizing an agreement between the Lexington-Fayette Urban County Government (LFUCG) and Delaney & Associates for the total price of \$63,508.00 without competitive bidding. The \$63,508.00 includes replacement parts for dewatering pumps #4 and #5 located at Town Branch WWTP. The replacement parts must bolt to the existing housing of the pump body and therefore must come from the manufacturer.

Questions regarding this agreement should be directed to Charles Martin at 425-2455.

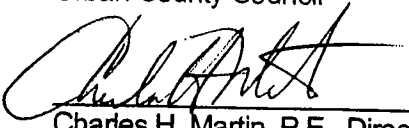
HORSE CAPITAL OF THE WORLD



097-08

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

To: Mayor Jim Newberry  
Urban County Council

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

Date: January 31, 2008

Re: Amended Site Specific Agreement to Provide Sanitary Sewer Service to ASHTREE  
Subdivision – Unit 2 in Jessamine County.

The purpose of this memorandum is to request a resolution authorizing an amended site specific agreement between the Lexington-Fayette Urban County Government (LFUCG), the Jessamine South Elkhorn Water District (JSEWD) and ASHTREE Properties, LLC. The site specific agreement will allow LFUCG to provide sanitary sewer service to the ASHTREE Subdivision – Unit 2 (ASHTREE) development owned by ASHTREE Properties, LLC in accordance with the enclosed site specific agreement and the Northern Jessamine County Sewer Agreement (Resolution 690-2002)

The approval of this site specific agreement will provide the ASHTREE Subdivision – Unit 2 (ASHTREE) development with a maximum average of 80,400 gallons per day (gpd) of wastewater treatment capacity for sewage discharged to the West Hickman Wastewater Treatment Plant. In accordance with all agreements associated with sanitary sewer service to Northern Jessamine County, sanitary sewer and stormwater facilities are to be constructed in accordance with LFUCG standards. ASHTREE Properties, LLC) will be responsible for all LFUCG sewer connection fees and sewer user fees as described in the Code of Ordinances. ASHTREE Properties, LLC will also be responsible for administrative fees associated with LFUCG's approval of this site specific agreement including but not limited to plan review and general contract administration.

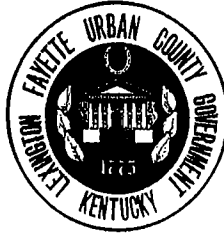
Questions regarding this agreement should be directed to Charles Martin at 425-2455.

HORSE CAPITAL OF THE WORLD

301 Lisle Industrial Ave Lexington, KY 40511 (859) 425-2400

LexCall (859) 425-2255

www.lfucg.com



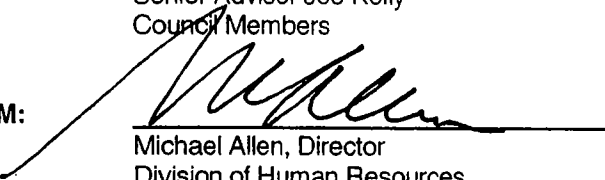
094-08

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Human Resources

**MEMORANDUM**

**TO:** Mayor Jim Newberry  
Senior Advisor Joe Kelly  
Council Members

**FROM:**   
Michael Allen, Director  
Division of Human Resources

**DATE:** February 1, 2008

**RE:** **Create Positions—Division of Water and Air Quality**

The attached action amends Section 22-5 of the Code of Ordinances, creating two (2) temporary positions of Staff Assistant Sr. (Grade 108N). The term of the position will be for one year, beginning March 1, 2008 and ending March 1, 2009 within the Division of Water and Air Quality, effective upon passage by Council.

The Division requests this action as a result of the recent increase in record keeping, report generation, filing, reception, and other administrative related duties. This increase in load is due in part by bringing the Division into compliance with Federal E.P.A..

The fiscal impact for FY2008 (7 pay periods) results in a cost of \$20,198.77 and will be funded from the Divisions other salaries account. All costs include benefits.

| Name  | Position Title      | Annual Salary Before | Annual Salary After | Annual Increase/Decrease |
|---|---------------------|----------------------|---------------------|--------------------------|
| Vacant  | Staff Assistant Sr. | \$0                  | \$25,653.68         | \$25,653.68              |
| Vacant  | Staff Assistant Sr. | \$0                  | \$25,653.68         | \$25,653.68              |
| <b>Total Annual Impact/<br/>Salary and Benefits<br/>\$75,023.99</b> |                     |                      |                     |                          |

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

**Attachment**

cc: Cheryl Taylor, Commissioner, Department of Environmental Quality  
Darrylyn Combs, Human Resources Manager, Division of Human Resources  
Jim Dodson, Human Resources Analyst, Division of Human Resources

Log #08-0068




095-08

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Human Resources

## MEMORANDUM

**TO:** Mayor Jim Newberry  
Joe Kelly, Senior Advisor  
Councilmembers

**FROM:**   
Michael Allen, Director  
Division of Human Resources

**DATE:** February 4, 2008

**RE:** Create positions – Division of Adult Services

The attached action amends Section 22-5 of the Code of Ordinances, creating two (2) unclassified civil service position of Social Worker Sr. (Grade 113E), to become effective upon passage by Council.

The Division requests the creation of these positions to work with families that will be affected by the Newtown Pike Extension Project.

The fiscal impact for FY2008 is \$28,408.81 (7 pay periods) and is grant funded.

| Name   | Position Title    | Annual Salary Before              | Annual Salary After | Annual Increase/Decrease |
|--------|-------------------|-----------------------------------|---------------------|--------------------------|
| Vacant | Social Worker Sr. | \$0                               | \$37,814.40         | \$37,814.40              |
| Vacant | Social Worker Sr. | \$0                               | \$37,814.40         | \$37,814.40              |
|        |                   | Total Annual Impact with benefits |                     |                          |
|        |                   | \$105,518.45                      |                     |                          |

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

Attachment

cc: Marlene Helm, Commissioner, Department of Social Services  
Cherly Talbert, Division of Adult Services  
Darrylyn Combs, HR Manager, Division of Human Resources  
Jim Dodson, HR Analyst, Division of Human Resources

Log # 08-0058



083-08

Mayor Jim Newberry

## LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Office of the Senior Advisor for Management

## MEMORANDUM

To: Mayor Jim Newberry  
Joseph Kelly, Senior Advisor for Management  
Urban County Councilmembers

From: Charlie Boland, Administrative Officer Sr.  
Mayor's Office

Date: January 31, 2008

Re: Amended Sublease and Management Agreement – LexArts, Inc.

Please find attached an amendment to the Sublease and Management Agreement with LexArts, Inc. for the Downtown Arts Center facility. The previously approved agreement provided LexArts, Inc. an annual management fee amount of \$150,000 whereas the final FY 2008 budget appropriation was in the amount of \$128,500. This simply amends the agreement to reflect the accurate amount for the current fiscal year. All other terms and conditions remain the same.

I request Council authorization for the Mayor to execute the amendment as presented. Thank you for your consideration.

c. Jim Clark, President – LexArts, Inc.

**AMENDMENT TO SUBLEASE AND MANAGEMENT AGREEMENT**

This Amendment to Sublease and Management Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **Lexington-Fayette Urban County Government** ("Landlord" or "Owner"), an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507, and **LexArts, Inc.** ("Tenant" or "Manager"), a Kentucky nonprofit corporation, 161 North Mill Street, Lexington, Kentucky 40507.

WHEREAS, Owner and Manager entered into a Sublease and Management Agreement dated March 7, 2002, and approved by the Urban County Council by Resolution No. 124-2002, for sublease and management of the property known as the Downtown Arts Center; and

WHEREAS, Manager, formerly known as the Lexington Arts and Cultural Council, Inc., is now known as LexArts, Inc.; and

WHEREAS, Owner and Manager desire to amend the Sublease and Management Agreement.

NOW, THEREFORE, Owner and Manager agree as follows:

1. Paragraph 5(C)(1) of the Sublease and Management Agreement between Owner and Manager is hereby amended to provide that Owner shall pay Manager a fee in the sum of One Hundred Twenty-Eight Thousand Five Hundred Dollars (\$128,500) as compensation for Manager's services.

2. All other provisions of the Sublease and Management Agreement remain unchanged.



088-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Parks and Recreation

## MEMORANDUM

**TO:** Mayor Jim Newberry  
Urban County Council Members**FROM:**   
Jerry Hancock, Director  
Parks and Recreation**SUBJECT:** Change Order Request**DATE:** January 30, 2008RECEIVED  
FEB 1 REC'D  
GENERAL COUNCIL - 1000  
COMMUNITY DEVELOPMENT

This is a request for Council's approval to increase the amount of contract no. 910-change order no. 2 with BCD, Inc. for the Gainesway Community Bldg. This increase request is \$36,516.78 for rock excavation per unit price, re-route sanitary sewer extension due to undocumented underground storm sewer, add dumpster pad and enclosure and delete water line extension and fire hydrant at KAWC request. This change order will increase the original contract amount from \$790,937.68 making the total amount \$827,454.46.

Please contact me if there are any questions.

Cc: Kimra Cole, Commissioner of General Services

JH:msm

HORSE CAPITAL OF THE WORLD

088-08

**CONTRACT HISTORY FORM**Contractor: BCD, Inc.Project Name: Gainesway Community Bldg.Contract Number and Date: # 910, Ord 221-2007, 10/04/07Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS****Summary of Previous Change  
Orders To Date****Dollar Amount****Percent Change to  
Original Contract**

|   |                      |                                    |
|---|----------------------|------------------------------------|
| A. Original Contract Amount:                            | \$ <u>776,700.00</u> |                                    |
| B. Cumulative Amount of<br>Previous Change Orders:      | \$ <u>14,237.68</u>  | <u>2%</u> %<br>(Line B / Line A)   |
| C. Total Contract Amount<br>Prior to this Change Order: | \$ <u>790,937.68</u> |                                    |
| <b><u>Current Change Order</u></b>                      |                      |                                    |
| D. Amount of This Change Order:                         | \$ <u>36,516.78</u>  | <u>5%</u> %<br>(Line D / Line A)   |
| E. New Contract Amount<br>Including this Change Order:  | \$ <u>827,454.46</u> | <u>107%</u> %<br>(Line E / Line A) |

**SIGNATURE LINES**Project Manager: Mark X. Morgan Date: 1/15/08Reviewed by: Michelle Kosienko Date: 1/22/08Division Director: [Signature] Date: 1/30/08






089-08

Mayor James Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Parks and Recreation

To: Mayor Jim Newberry  
Urban County Council Members

From: Jerry E. Hancock   
Director of Parks and Recreation

Date: January 22, 2008

Subj: Proposed Lease between LFUCG and Lexington Lions Club

Attached is a proposed long term concession agreement between the LFUCG and the Lexington Lions Club for use of the space at Masterson Station Park commonly known as the outside exhibit area, or the Lions Club Fairgrounds. The term "concession agreement" is the preferred term used by the U.S. Department of the Interior which executed and approved a Program for Utilization of Masterson Station Park through the National Parks Service.

The agreement allows the Lions Club to maintain the facility they have in place, as well as to erect a heated and air conditioned pavilion building, at their expense, on the site. The new building which includes ADA accessible restrooms, which a previous outdated facility replaces, will be available for rental by the public throughout the year, except when used in conjunction with the annual 2 week Lion's Club Fair. The Lions Club and LFUCG will share the rental fees from the public's use of the space at the Fairgrounds. Their addition of the pavilion significantly enhances the potential use of the site and will be made available for rental by the public and be controlled by the Division of parks and Recreation. Rental fees will be split on a 50-50 basis. The Lions Club has enjoyed use of this space for a long period of time.

The agreement replaces one put in place in February 9, 1995 and shall last for a 15 year term and be renewable for 4 additional 5 year terms, subject to the right of termination.

Please feel free to contact me directly if there are any questions on this proposed concession agreement.

## CONCESSION AGREEMENT

089-08

This Concession Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, (hereinafter referred to as "LFUCG"), party of the first part, and the Lexington Lions Club, Inc., a non-profit organization (hereinafter referred to as "Lions Club"), party of the second part:

INTRODUCTION

FIRST: On August 29, 1972, the United States of America, acting by and through the Secretary of Interior, executed a Quitclaim Deed releasing, quitclaiming and ceding to Fayette County, Kentucky (predecessor in interest of the Lexington-Fayette Urban County Government (hereinafter the "LFUCG") its right, title and, interest in portions of the former National Institute of Mental Health Clinical Research Center. The property was conveyed under Section 203(k)(2) of the Federal Property and Administration Series Act of 1949 as amended.

SECOND: In accordance with the Program of Utilization for Masterson Station Park (POU), the LFUCG developed a park, including the area known as the Fairgrounds.

THIRD: Under the provisions of the aforementioned deed, and in accordance with the authorization from the Department of Interior through the National Parks Service (hereinafter referred to as "Department"), the Department granted to LFUCG the management and administration of Masterson Station Park.

FOURTH: Under the aforementioned Quitclaim Deed, the LFUCG may, with the approval of the Department, grant to third parties, by means of a concession agreement, the right to operate concessions in the Fairgrounds area, as long as (a) it continues to be administered and operated in accordance with the POU; and (b) written approval is obtained from the Secretary of the Interior.

## WITNESSETH:

WHEREAS, LFUCG has land available for this purpose at Masterson Station Park;

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

1. LFUCG agrees to grant a Concession Agreement for use of a portion of Masterson Station Park for operation of the Fairgrounds for a fifteen (15) year term from the date first above written to automatically renew upon the same terms and conditions for four (4) additional five (5) year terms, all subject to the right of termination contained herein. The portion of Masterson Station Park which is covered by the Concession Agreement is identified and described more fully as follows:

The Lions Club shall have the right to use that approximately thirty-five (35) acre portion of Masterson Station Park located in Fayette County, Kentucky, the area, location and description of which is more particularly indicated on and described as "Outdoor Exhibit Area" (hereinafter the "Property") in the Master Development Plan for Masterson Station Park which is attached hereto and made a part hereof as Exhibit A, together with such areas designated as "Parking and Green Space" and "Exhibit Area Camping" in Exhibit A, as is necessary for the parking incidental to the Fair, and such right-of-way as is necessary for ingress thereto and egress therefrom. The LFUCG reserves the right to utilize the Property, including but not limited to, entering agreements with separate entities for the recreational use of the Property which will not impact the operations of the Lions Club Bluegrass Fair. The Lions Club shall receive 90 days notice of any such separate agreements and/or use of the Property from the LFUCG.

2. This Concession Agreement shall take the place of the February 9, 1995 Agreement (243-95) and cause that Agreement to be null and void.

3. The LFUCG will coordinate the rentals and scheduling of the Lions Club Pavilion building and provide the staff and cleanup during rented functions. Gross revenue from those functions in that building will be split evenly between LFUCG and the Lions Club. The LFUCG and the Lions Club both agree to reserve blocks of time for Lions Club events at the Lions Club Pavilion with no rental fee being charged. A list of those events will be submitted in writing to the Director of the Division of Parks and Recreation before the beginning of each calendar year.

4. The Lions Club shall provide LFUCG with a financial statement summarizing its financial condition relative to all proposed or new facilities.

5. The Lions Club shall pay before delinquency all charges for water, gas, heat, electricity, telephone service, sewage treatment, and other similar charges incurred by it with respect to and during its holding of this Concession Agreement.

6. The Lions Club will comply and cause its employees and agents to comply with all local, state and federal regulations in connection with the use of the Property.

7. LFUCG's Director of the Division of Parks and Recreation or other person designated by the Mayor shall have the right to inspect the Property at any time.

8. Any physical improvement or change in the status of the Property is to be done only with the express prior written approval of LFUCG's Mayor or his/her designee. In addition, Lions Club shall submit to LFUCG for written approval all designs, drawings, blueprints and financial plans for proposed construction or improvement. Lions Club shall obtain prior written approval from LFUCG of building materials and contractors to be used by the Lions Club on the Property. All equipment affixed in a permanent form is the property of the LFUCG.

9. In addition, Lions Club shall have the right to reasonable ingress and egress on park property for construction purposes, including a temporary easement for

erosion control purposes which shall expire upon completion of construction, with prior approval of LFUCG and Division of Parks and Recreation.

10. LFUCG and the Lions Club shall maintain and keep the Property in good order, condition and repair. LFUCG shall provide, at its expense, general custodial care and maintenance of the Property, including repairs for plumbing and electrical fixtures, mowing, and landscape maintenance except general cleanup and damage repairs after any Lions Club events.

11. The Lions Club further agrees that it shall be obligated to:

- (a) Provide cleanup and repairs after Lions Club events.
- (b) Repair damages to the infrastructure and facilities caused by the Fair within thirty (30) days after the event.
- (c) Keep the facilities clean at all times and free of hazardous insect infestations by means of adequate exterminating systems.
- (d) Keep all mechanical apparatus free of flammable materials and obstructions.
- (e) Provide access to maintenance and/or supervisory and/or inspection personnel serving the area and/or the National Parks Service.
- (f) Ensure that its employees, vendors, volunteers, and contractors are persons of good moral reputation, respectable and willing to provide the public a service of excellence.
- (g) Not place, or allow to be placed, temporary or permanent advertisements or commercial propaganda or decorations in the facilities granted under this Concession Agreement, except those necessary and convenient for the efficient operation of its activities. Prior approval from the LFUCG is required for the placement of any advertisement, commercial propaganda, decorations or signage.
- (h) Procure and maintain throughout the term of this contract (and annually for any extension hereof) commercial general liability insurance in the principal amount of \$1,000,000 per person and \$3,000,000 per occurrence, with an insurance company authorized to do business in the Commonwealth of Kentucky with the provision "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insured, in the same manner as if a separate policy had been issued, under the provision of the policies required to be issued during the term of the contract or as otherwise required by this contract."
- (i) Require its Bluegrass Fair rides and equipment vendor to provide a separate Certificate of Insurance in the amount of \$\_\_\_\_\_ to the LFUCG prior to the beginning of each annual fair event.
- (j) All insurance policies shall be broad form in nature and shall be written through a company with an A. M. Best Rating of "A" or better, admitted to do business in Kentucky, and the contract should be non-cancelable without at least thirty (30) days advance

written notice by registered mail to the LFUCG from the insurance company.

- (k) Operate the granted area in the most competent and professional manner possible.
- (l) Keep the LFUCG duly informed of all matters requiring notification and operate the facilities in such a way as to guarantee the most effective coordination and attention to the interests of the government.
- (m) In the operation of the Property, as well as in the employment and/or contracting of services, the Lions Club shall observe federal norms prohibiting discrimination under Title VI of the Civil Rights Act of 1969, as amended, and the Rehabilitation Act of 1973. In other words, it shall abstain from discriminating against any person or group due to its race, sex, color, national origin, religion, political affiliation, sexual orientation, or physical, mental or sensory disabilities.
- (n) In any construction that takes place on the Property at Lions Club's direction, the Lions Club shall be required to pay or contract with general contractors and subcontractors to pay the prevailing wage rate, if applicable, pursuant to state or federal requirements at the time the contract is entered into.

12. The Lions Club shall indemnify, defend and save the LFUCG, its agents, volunteers, employees, and elected or appointed officials harmless from any and all claims, demands, damages, actions, costs and charges to which the LFUCG may be subject or which the LFUCG may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with, the character, condition, or use of the premises or any means of ingress thereto or egress therefrom covered by the Agreement unless such injury or loss arises solely from the negligence of the LFUCG. The Lions Club shall at its own expense, assume the defense of such claims and actions for those damages arising out of such injuries or losses which may be brought against the LFUCG by third parties and shall pay any such judgments that may be rendered in any such actions. All personal property of the Lions Club, its agents, employees, visitors, licensees, contractors or suppliers, in and on said Premises, shall be and remain at their sole risk, and LFUCG shall not be liable to them for any damage to, or loss of, such personal property arising from theft or from any act of negligence of any other persons, or resulting from fire, explosion, falling plaster, rain or snow, or from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures or from electrical wires or fixtures, or from any other cause whatsoever. LFUCG shall not be liable to Lions Club for the interruption of Lions Club's business or activities in any way, by reason of fire or other casualty, regardless of fault.

13. The Lions Club understands and agrees that failure to comply with any and/or all of the provisions of this Concession Agreement shall constitute an event of default. The default shall exist at the time of the failure to comply with the provisions of this Agreement, whether or not either party has notice. The Lions Club also

understands and agrees that LFUCG may elect at LFUCG's option any single remedy or penalty or any combination of remedies and penalties, as available.

14. The Lions Club agrees to adhere to and comply with any and all federal, state and local safety and labor laws, regulations, and ordinances, including but not limited to, all building and fire codes established to ensure safety of occupants as well as the Altercation Policy and the Severe Weather Policy of the Division of Parks and Recreation. The Lions Club shall within thirty (30) days of the commencement of this Agreement provide written copies of their safety policy statement regarding their intent to comply with the safety regulations and a written safety program defining procedures to assure compliance with the safety regulations and laws. If the plan is not in compliance with aforementioned federal, state and local safety laws, regulations and ordinances. The Lions Club shall be given thirty (30) days to produce a compliant safety policy and program.

15. The Lions Club shall be responsible for keeping the premises and adjacent common property including curbs, fences and sidewalks clear, safe and free from all hazards and for reporting problems and hazards to the Director of the Division of Parks and Recreation.

16. Either LFUCG or the Lions Club may terminate this Agreement at any time, for any reason, upon six (6) months written notice. If LFUCG terminates this Agreement due to no material breach of the Agreement by the Lions Club, LFUCG agrees to reimburse the Lions Club for the value of the facilities. That value will be based on an average of two independent appraisals of the properties.

17. The Lions Club agrees at the end of this Agreement term to vacate the Property without any demand and without any notice or if the Lions Club terminates this Agreement before the term of the Agreement is expired, removing all equipment of a temporary nature, and leaving the Property in as good a condition as it was at the time of entry thereon by Lions Club, except for reasonable use and wear thereof, acts of God, or damage by casualties beyond the control of Lions Club and on vacating shall leave the Property free and clear of all rubbish and debris. If Lions Club fails to perform its obligations set out herein, LFUCG has the option of doing so at the expense of the Lions Club. This provision is null and void if LFUCG and the Lions Club enters into a new agreement for the use of the Fairground facilities.

18. Any executory agreement hereafter made between the Parties hereto shall be ineffective in changing, modifying, or discharging this Agreement in whole or in part unless the executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

19. The Lions Club will serve and/or sell only those soft drinks that are sold and delivered by the authorized LFUCG Division of Parks and Recreation beverage supplier. No competing beverage drink products will be allowed to be stored or sold within the Property by the Lions Club or their sub-contractors, at any time, nor accept or display any promotion items from any other soft drink or beverage supplier. Violations of this policy shall constitute grounds to void this Agreement.

089-08

20. The Lions Club may not sublease any or all of the Fairgrounds for any length of time without prior written approval by the LFUCG.

21. Failure of the Lions Club to observe any of the provisions of this Agreement shall constitute a breach of the Concession Agreement for which LFUCG may terminate the Agreement and take immediate possession of the premises.

Provided, that nothing herein contained shall be deemed to be against the laws of the Commonwealth of Kentucky, United States of America or any local ordinance.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

LEXINGTON LIONS CLUB, INC.

By: \_\_\_\_\_  
Jim Newberry, Mayor

By: \_\_\_\_\_


X:\Cases\PARKS\07-CC0756\CONT\00150281.DOC



090-08

Mayor James Newberry  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Parks and Recreation

To: Mayor Jim Newberry  
Urban County Council Members

From: Jerry E. Hancock   
Director of Parks and Recreation

Date: January 22, 2008

Subj: Proposed Lease between LFUCG and Fayette County Cooperative Extension District

Attached is a proposed long term concession agreement between the LFUCG and the Fayette County Cooperative Extension District Board. It covers the use of specific space within the Lexington Lions Club Fairgrounds' facility at Masterson Station Park commonly known as the outside exhibit area, or the Lions Club Fairgrounds. The term "concession agreement" is the preferred term used by the U.S. Department of the Interior which executed and approved a Program For Utilization of Masterson Station Park through the National Parks Service.

The agreement allows the Extension Service to construct and utilize, at their expense, an agricultural show pavilion for a 15 year term and to automatically renew under the same terms and conditions for 4 additional 5 year terms subject to the right of termination. That space will be used by 4-H youth development groups, and others within the County Extension Service and UK's College of Agriculture. The space within the Lions Club Fairgrounds is approximately 14,600 ft<sup>2</sup> and includes both an open air pavilion as well as an enclosed heated and air conditioned space. The Cooperative Extension District and LFUCG will share the rental fees from the public's use of the space at the fair grounds when it is rented for public events.

Their addition of the facility significantly enhances the potential use of the site and will be made available for rental by the public year round and will be controlled by the Division of Parks and Recreation at all times that it is not reserved by the County Extension. Rental fees will be split on a 50-50 basis.

Please feel free to contact me directly if there are any questions on this proposed concession agreement.



DRAFT January 16, 2008

## CONCESSION AGREEMENT

090-08

This Concession Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, (hereinafter referred to as "LFUCG"), party of the first part, and the Fayette County Cooperative Extension District Board (hereinafter referred to as "Cooperative Extension"), party of the second part:

INTRODUCTION

FIRST: On August 29, 1972, the United States of America, acting by and through the Secretary of Interior, executed a Quitclaim Deed releasing, quitclaiming and ceding to Fayette County, Kentucky (predecessor in interest of the Lexington-Fayette Urban County Government (hereinafter the "LFUCG") its right, title and, interest in portions of the former National Institute of Mental Health Clinical Research Center. The property was conveyed under Section 203(k)(2) of the Federal Property and Administration Series Act of 1949 as amended.

SECOND: In accordance with the Program of Utilization for Masterson Station Park (POU), the LFUCG developed a park, including the area known as the Fairgrounds.

THIRD: Under the provisions of the aforementioned deed, and in accordance with the authorization from the Department of Interior through the National Parks Service (hereinafter referred to as "Department"), the Department granted to LFUCG the management and administration of Masterson Station Park.

FOURTH: Under the aforementioned Quitclaim Deed, the LFUCG may, with the approval of the Department, grant to third parties, by means of a concession agreement, the right to operate an agricultural pavilion in the Fairgrounds area, as long as (a) it continues to be administered and operated in accordance with the POU; and (b) written approval is obtained from the Secretary of the Interior.

## WITNESSETH:

WHEREAS, LFUCG has land available for this purpose at Masterson Station Park;

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

1. LFUCG agrees to grant a Concession Agreement for use of a portion of Masterson Station Park Fairgrounds for operation of an agricultural show pavilion for a fifteen (15) year term from the date first above written to automatically renew upon the same terms and conditions for four (4) additional five (5) year terms, all subject to the right of termination contained herein. The portion of Masterson Station Park which is covered by the Concession Agreement is identified and described more fully as follows:

090-08

The Cooperative Extension shall have the right to use that approximately 14,600 square foot portion of Masterson Station Park located in Fayette County, Kentucky, the area, location and description of which is more particularly indicated on and described as "Agricultural Pavilion" (hereinafter the "Pavilion") in the Master Development Plan for Masterson Station Park which is attached hereto and made a part hereof as Exhibit A, together with such areas designated as "Parking and Green Space" in Exhibit A, as is necessary for the parking incidental to the Pavilion, and such right-of-way as is necessary for ingress thereto and egress therefrom. The LFUCG reserves the right to utilize the Property, including but not limited to, entering agreements with separate entities for the recreational use of the Property which will not impact the operations of the Pavilion, the Bluegrass Fair, or Cooperative Extension. The Cooperative Extension shall receive 90 days notice of any such separate agreements and/or use of the Property from the LFUCG.

2. The LFUCG will coordinate the rentals and scheduling of the Agricultural Pavilion building and provide the staff and cleanup during functions rented by or sponsored by the LFUCG. The LFUCG will set rental rates for all events, invoice rental parties, collect fees and reimburse the Cooperative Extension as appropriate, and will work with the Cooperative Extension to set rental rates for groups that partner with the Extension. Cleanup after events sponsored by the Cooperative Extension will be the responsibility of the Cooperative Extension. Cleanup of any event involving live animals will require pressure washing the floor of the facility and complete removal of any animal waste within 72 hours. Events not involving animals must be cleaned within 24 hours. Gross revenue from those functions in that building will be split between LFUCG and the Cooperative Extension based on the revenue generated by each entity. The LFUCG and the Cooperative Extension both agree to reserve blocks of time for Cooperative Extension events at the Pavilion with no rental fee being charged. The Extension will provide LFUCG with reservation requests by November 1<sup>st</sup> each year for the following year, and LFUCG will honor all reasonable requests. A list of those events will be submitted in writing to the Director of the Division of Parks and Recreation before the beginning of each calendar year. LFUCG will provide the Extension with a quarterly reconciliation and payment of shared fees for the preceding 3 months.

3. The Cooperative Extension shall pay before delinquency all charges for water, gas, heat, electricity, telephone service, sewage treatment, and other similar charges incurred by it with respect to and during its holding of this Concession Agreement or enter into a separate agreement with the Lexington Lions Club relative to those changes.

4. The Cooperative Extension will comply and cause its employees and agents to comply with all local, state and federal regulations in connection with the use of the Property.

5. LFUCG's Director of the Division of Parks and Recreation or other person designated by the Mayor shall have the right to inspect the Property at any time.

6. Any physical improvement or change in the status of the Property is to be done only with the express prior written approval of LFUCG's Mayor or his/her designee. In addition, Cooperative Extension shall submit to LFUCG for written approval all designs, drawings, blueprints and financial plans for proposed construction or improvement. Cooperative Extension shall obtain prior written approval from LFUCG of building materials and contractors to be used by the Cooperative Extension on the Property. All equipment affixed in a permanent form is the property of the LFUCG.

7. In addition, Cooperative Extension shall have the right to reasonable ingress and egress on park property for construction purposes, including a temporary easement for erosion control purposes which shall expire upon completion of construction, with prior approval of LFUCG and Division of Parks and Recreation. Upon completion of any construction, the Extension will be granted regular access to the facility as long as it does not interfere with scheduled rental events within the Fair Grounds.

8. LFUCG and the Cooperative Extension shall maintain and keep the Property in good order, condition and repair. LFUCG shall provide, at its expense, general custodial care and maintenance of the Property, including repairs for plumbing and electrical fixtures, mowing, and landscape maintenance except general cleanup and damage repairs after any Cooperative Extension events.

9. The Cooperative Extension further agrees that it shall be obligated to:

- (a) Provide cleanup and repairs after Cooperative Extension events.
- (b) Repair damages to the infrastructure and facilities caused by the Cooperative Extension within thirty (30) days after the incidents causing the damages.
- (c) Keep the facilities clean at all times and free of hazardous insect infestations by means of adequate exterminating systems.
- (d) Keep all mechanical apparatus free of flammable materials and obstructions.
- (e) Provide access to maintenance and/or supervisory and/or inspection personnel serving the area and/or the National Parks Service.
- (f) Ensure that its employees, vendors, volunteers, and contractors are persons of good moral reputation, respectable and willing to provide the public a service of excellence.
- (g) Not place, or allow to be placed, temporary or permanent advertisements or commercial propaganda or decorations in the facilities granted under this Concession Agreement, except those necessary and convenient for the efficient operation of its activities. Prior approval from the LFUCG is required for the placement of any advertisement, commercial propaganda, decorations or signage.
- (h) Procure and maintain throughout the term of this contract (and annually for any extension hereof) commercial general liability insurance in the principal amount of \$1,000,000 per person and

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\$3,000,000 per occurrence, with an insurance company authorized to do business in the Commonwealth of Kentucky with the provision "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insured, in the same manner as if a separate policy had been issued, under the provision of the policies required to be issued during the term of the contract or as otherwise required by this contract."

- (i) Require its contractors and vendors to provide a separate Certificate of Insurance in the amount of \$1,000,000.00 to the LFUCG prior to the beginning of each event.
- (j) All insurance policies shall be broad form in nature and shall be written through a company with an A. M. Best Rating of "A" or better, admitted to do business in Kentucky, and the contract should be non-cancelable without at least thirty (30) days advance written notice by registered mail to the LFUCG from the insurance company.
- (k) Operate the granted area in the most competent and professional manner possible.
- (l) Keep the LFUCG duly informed of all matters requiring notification and operate the facilities in such a way as to guarantee the most effective coordination and attention to the interests of the government.
- (m) In the operation of the Property, as well as in the employment and/or contracting of services, the Cooperative Extension shall observe federal norms prohibiting discrimination under Title VI of the Civil Rights Act of 1969, as amended, and the Rehabilitation Act of 1973. In other words, it shall abstain from discriminating against any person or group due to its race, sex, color, national origin, religion, political affiliation, sexual orientation, or physical, mental or sensory disabilities.
- (n) In any construction that takes place to the Pavilion at Cooperative Extension's direction, the Cooperative Extension shall be required to pay or contract with general contractors and subcontractors to pay the prevailing wage rate, if applicable, pursuant to state or federal requirements at the time the contract is entered into.

10. The Cooperative Extension shall indemnify, defend and save the LFUCG, its agents, volunteers, employees, and elected or appointed officials harmless from any and all claims, demands, damages, actions, costs and charges to which the LFUCG may be subject or which the LFUCG may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with, the character, condition, or use of the premises or any means of ingress thereto or egress therefrom covered by the Agreement unless such injury or loss arises solely from the negligence of the LFUCG. The Cooperative Extension shall at its own expense, assume the defense of such claims and actions for those damages arising out of such injuries or losses which may be brought against the LFUCG by third parties and

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

11. The Cooperative Extension understands and agrees that failure to comply with any and/or all of the provisions of this Concession Agreement shall constitute an event of default. The default shall exist at the time of the failure to comply with the provisions of this Agreement, whether or not either party has notice. The Cooperative Extension also understands and agrees that LFUCG may elect at LFUCG's option any single remedy or penalty or any combination of remedies and penalties, as available.

12. The Cooperative Extension agrees to adhere to and comply with any and all federal, state and local safety and labor laws, regulations, and ordinances, including but not limited to, all building and fire codes established to ensure safety of occupants as well as the Altercation Policy and the Severe Weather Policy of the Division of Parks and Recreation. The Cooperative Extension shall within thirty (30) days of the commencement of this Agreement provide written copies of their safety policy statement regarding their intent to comply with the safety regulations and a written safety program defining procedures to assure compliance with the safety regulations and laws. If the plan is not in compliance with aforementioned federal, state and local safety laws, regulations and ordinances. The Cooperative Extension shall be given thirty (30) days to produce a compliant safety policy and program.

13. The Cooperative Extension shall be responsible for keeping the premises and adjacent common property including curbs, fences and sidewalks clear, safe and free from all hazards and for reporting problems and hazards to the Director of the Division of Parks and Recreation.

14. Either LFUCG or the Cooperative Extension may terminate this Agreement at any time, for any reason, upon six (6) months written notice. If LFUCG terminates this Agreement due to no material breach of the Agreement by the Cooperative Extension, LFUCG agrees to reimburse the Cooperative Extension for the value of the facilities. That value will be based on an average of two independent appraisals of the properties.

15. The Cooperative Extension agrees at the end of this Agreement term to vacate the Property without any demand and without any notice or if the Cooperative Extension terminates this Agreement before the term of the Agreement is expired, removing all equipment of a temporary nature, and leaving the Property in as good a condition as it was at the time of entry thereon by Cooperative Extension, except for

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reasonable use and wear thereof, acts of God, or damage by casualties beyond the control of Cooperative Extension and on vacating shall leave the Property free and clear of all rubbish and debris. If Cooperative Extension fails to perform its obligations set out herein, LFUCG has the option of doing so at the expense of the Cooperative Extension. This provision is null and void if LFUCG and the Cooperative Extension enters into a new agreement for the use of the Fairground facilities.

16. Any executory agreement hereafter made between the Parties hereto shall be ineffective in changing, modifying, or discharging this Agreement in whole or in part unless the executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

17. The Cooperative Extension will serve and/or sell only those soft drinks that are sold and delivered by the authorized LFUCG Division of Parks and Recreation beverage supplier. No competing beverage drink products will be allowed to be stored or sold within the Property by the Cooperative Extension or their sub-contractors, at any time, nor accept or display any promotion items from any other soft drink or beverage supplier. Violations of this policy shall constitute grounds to void this Agreement.

18. The Cooperative Extension may not sublease any or all of the Fairgrounds for any length of time without prior written approval by the LFUCG..

19. Failure of the Cooperative Extension to observe any of the provisions of this Agreement shall constitute a breach of the Concession Agreement for which LFUCG may terminate the Agreement and take immediate possession of the premises.

Provided, that nothing herein contained shall be deemed to be against the laws of the Commonwealth of Kentucky, United States of America or any local ordinance.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

FAYETTE COUNTY COOPERATIVE  
EXTENSION DISTRICT BOARD

By: \_\_\_\_\_  
Jim Newberry, Mayor

By: \_\_\_\_\_



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Mayor Jim Newberry

FAYETTE URBAN COUNTY GOVERNMENT  
Department of General Services

o: Mayor Jim Newberry  
Urban County Council Members  
Joe Kelly

m: Kimra Cole  
Kimra Cole, Commissioner of General Services

e: February 5, 2008

Approval of a professional service agreement with University of Kentucky, University Health Services.

During the course of an employee's employment with LFUCG in the downtown area an employee's ability to walk from an assigned parking facility might change. The change could be temporary and/or permanent whereby the employee might request parking closer to their work station.

In order to evaluate the employee's request for closer parking arrangements we ask the Council to authorize the Mayor to execute a professional services agreement with the University of Kentucky University Health Services. This agreement would allow University Health Services for a fee to review medical information provided by the LFUCG employee via an application for disabled parking. University Health Service would review medical information on the Disabled Parking Application and determine if the information provided meets the requirements of KENTUCKY REVISED STATUTE 186.042 (1992). (see attached)

The current fee to review medical information is \$30.00 per application and per this agreement can be adjusted each July 1st. It is estimated that in the first year of this agreement between thirty and fifty reviews will occur. In following years we estimate between 10 and 20 reviews to occur per year. The funding for the work completed under this agreement will be paid from the Department of General Services' professional services budget.

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## KENTUCKY REVISED STATUTE 186.042 (1992)

- (1) For the purpose of this section, persons with disabilities which limit or impair the ability to walk" means persons who, as determined by a licensed physician:
- a) Cannot walk two hundred (200) feet or sixty-one (61) meters without stopping to rest;
  - b) Cannot walk without the use of, or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair, or other assist device;
  - c) Are restricted by lung disease to the extent that the person's forced respiratory and expiratory volume for one (1) second, when measured by spirometry, is less than one (1) liter, or the arterial oxygen tension is less than sixty (60) mm/hg on room air at rest;
  - d) Use portable oxygen;
  - e) Have a cardiac condition to the extent that the person's functional limitations are classified in severity as Class III or IV according to standards set by the American Heart Association; or
  - f) Are severely limited in their ability to walk due to an arthritic, neurological, or orthopedic condition.






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Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Human Resources

**MEMORANDUM**

**TO:** Mayor Jim Newberry  
Joe Kelly, Senior Advisor  
Councilmembers

**FROM:**   
Michael Allen, Director  
Division of Human Resources

**DATE:** February 4, 2008

**RE:** Abolish/Create position – Division of Community Corrections

The attached action amends Section 21-5 of the Code of Ordinances, abolishing one (1) classified civil service position of Staff Assistant Sr. (Grade 108N); and creating one (1) classified civil service position of Administrative Specialist (Grade 110N), to become effective upon passage of Council.

The Division requests this action due to the increase of responsibilities. This position will be required to perform additional and more complex duties to include receiving instruction from Life Skills Specialist, collecting and distributing statistics, and acting as a liaison between this bureau and other internal and external offices.

The fiscal impact for FY2008 is \$1,178.32 (7 pay periods). Funding for the position will be from the Divisions Repairs and Maintenance account.

| Name   | Position Title            | Annual Salary Before | Annual Salary After | Annual Increase/Decrease |
|--|---------------------------|----------------------|---------------------|--------------------------|
| Vacant   | Administrative Specialist | \$0                  | \$29,185.52         | \$29,185.52              |
| Vacant   | Staff Assistant Sr.       | \$25,653.68          | \$0                 | (\$25,653.68)            |
| Total Annual Impact<br>with benefits<br>\$4,376.62 |                           |                      |                     |                          |

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

**Attachment**

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

Log # 08-0044

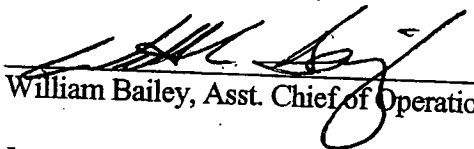


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Mayor Jim Newberry  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Fire and Emergency Services  
Robert G. Hendricks, Fire Chief

## MEMORANDUM

**TO:** Mayor Jim Newberry  
Jim Kelley, Senior Advisor  
L.F.U.C.G. Council Members

**FROM:**   
William Bailey, Asst. Chief of Operations

**DATE:** January 28, 2008

**SUBJECT:** Approval of Marian Middleton Trust

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The Division of Fire and Emergency Services has been named an income beneficiary of the Marian Middleton Trust. We request Council approval to accept current funds and any future funds received from the Middleton Trust.

If you have any questions, feel free to contact me at 231-5679.

**HORSE CAPITAL OF THE WORLD**

219 East Third Street

Lexington, KY 40508

859-231-5600 (VOICE)

859-231-5652 (FAX)

[www.lfucg.com](http://www.lfucg.com)