

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

April 22, 2008

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary – pp. 7-10**
- IV. Budget Amendments – Yes pp. 11-13**
- V. New Business pp. 17-66**
- VI. Continuing Business / Presentations**
 - A. Planning Committee (separate, not in packet)**
 - B. Tree Day USA Presentation - 20th year award – Leah MacSword**
 - C. Economic Growth in Kentucky – Why does Kentucky Lag behind the rest of the South? Dr. Ken Troske, PhD, UK**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Accept a Supplemental Award From the Kentucky Transportation Cabinet (KYTC), Office of Highway Safety on Behalf of the Department of Public Safety, Division of Police for Participation in the *Click It or Ticket* Safety Belt Enforcement Mobilization – FY2008. (198-08) (P. King/Bennett)
 This request will authorize the acceptance of a supplemental award of federal funds from the US Department of Transportation's National Highway Traffic Safety Administration of \$15,000 offered by the KYTC, Office of Highway Safety on behalf of the Division of Police for participation in the May 2008 *Click It or Ticket* Safety Belt Enforcement Mobilization. Funds will be used to support the cost of officer overtime for a concentrated enforcement period from May 19 through June 1, 2008. No matching funds are required. p. 17
- B. Authorization to Submit Application to the US Department of Justice, Community Oriented Policing Services (COPS) Office, and Accept Award if Offered, on Behalf of the Department of Public Safety, Division of Police. (200-09) (P. King/Bennett)
 This request will authorize the submission of an application to the US Department of Justice, COPS Office for \$327,355 and accept award if offered, on behalf of the Police Air Support Unit for purchase a thermal imaging system for use with helicopter(s) for search, surveillance and pursuit. Funds have been included as an earmark in the FY2008 Omnibus Appropriations Bill. No matching funds are required. p. 18
- C. Authorization of a Commercial Contract with The Lamar Companies on Behalf of the Department of Public Safety, Division of Environmental and Emergency Management (DEEM). (201-08) (Dugger/Bennett)
 This request will authorize a Commercial Contract with The Lamar Companies for a one-time fee of \$954 for production of vinyl artwork for disaster preparedness. The artwork will be displayed on Lamar billboard(s) in Fayette County free as a public service. Funds are budgeted. pp. 19-21
- D. Authorization of an Agreement with Lexington-Fayette County Health Department for Establishment of a Medical Reserve Corps under the Metropolitan Medical Response System (MMRS) Project – FY2008. (202-08) (P. King/Bennett)
 This request will authorize an agreement with Lexington-Fayette County Health Department in the amount of \$25,000 for the establishment of a

Medical Reserve Corps (MRC) under the MMRS project for a trained cadre of volunteer medical personnel to assist first responders should a disaster occur. Federal funding is from the US Department of Homeland Security, Federal Emergency Management Agency through the Kentucky Office of Homeland Security. Funding for the MRC was approved as part of the continuation of the MMRS project. No matching funds are required. pp. 22-35

E. Authorization to Amend Resolution No. 764-2006 Regarding the Public Safety Operations Center (PSOC) Project at the Coldstream Research Campus. (211-08) (Bennett)

This request will authorize an amendment to Resolution No. 764-2006 to increase amount to \$6.5 million to cover the site acquisition cost, design and systems integration services, construction management services and other costs associated with the PSOC project. The current schedule requires for substantial completion in the Fall of 2009 and final completion in the Spring of 2010. The preliminary budget estimate is approximately \$22 million. This will increase the reimbursement resolution amount by \$5,065,000 and does not affect the current budget estimate. p. 36

F. Authorization of an Agreement for Authorized Services with AMS Planning & Research Corporation Regarding the Lyric Theatre Multi-Purpose Arts Facility. (199-08) (Boland/J. Kelly)

This request will authorize an Agreement for Authorized Services with AMS Planning & Research Corporation for \$56,000, with \$49,000 for the contract and \$7,000 for additional estimated direct expenses, for proposed facility programming and development of a 5-year business plan for the Lyric Theatre. Funds are budgeted. pp. 37-50

G. Authorization of an Acceptance of a Deed of Property for Construction of Sanitary Sewer Lines for the North Elkhorn Force Main Project. (220-08) (Martin/Taylor)

This request will authorize an acceptance of a deed for property located at 1651 Old Paris Road at a cost of \$17,000 for replacement of sanitary sewer lines for the North Elkhorn Force Main Project. Funds are budgeted. p. 51

H. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water and Air Quality. (207-08) (Allen/Taylor)

This request will authorize an amendment to Section 21-5 of the Code of Ordinances within the Division of Water and Air Quality to abolish four (4) positions of Electrical Instrumentation Tech (Grade 113N) and create four (4) positions of Electrician (Grade 114N), and reclassify the incumbents, retroactive to September 3, 2007. This will also amend Section 21-5 to abolish one (1) position of Electrical Instrumentation Tech (Grade 113N) and create one (1) position of Electrician (Grade 114N), and reclassify the

incumbent, effective on passage by the Council. Total fiscal impact is \$16,442.66 and will be funded using Personnel Contingency account. (K12, K13, K14, K15 & K19 – MP Recommendation and EPA Consent Decree) p. 52

- I. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water and Air Quality. (208-08) (Allen/Taylor)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances within the Division of Water and Air Quality to abolish one (1) position of Director Water and Air Quality (Grade 122E) and create one (1) position of Director Water Quality (Grade 123E), and reclassify the incumbent, effective on passage of Council. The fiscal impact for FY2008 is \$1,767.08 and will originate from the Division's Personnel Contingency fund. (K12, K13, K14, K15 & K19 – MP Recommendation and in support of EPA Consent Decree) p. 53
- J. Authorization of an Agreement for Services with the YMCA on behalf of LFUCG for the Corporate Wellness Program. (209-08) (Allen/Koch)
This request will authorize an Agreement for Services with the YMCA on behalf of LFUCG for the Corporate Wellness Program from January 1, 2008 through December 31, 2008. This agreement waives the joining fee for all memberships of LFUCG employees and provides membership access to any facility at 65% of the normal membership rate. p. 54
- K. Authorization to Submit Application to the Kentucky Department for Juvenile Justice on Behalf of the Department of Social Services, Division of Youth Services – FY2009-2010. (210-08) (P. King/Helm)
This request will authorize the submission of an application to the Kentucky Department for Juvenile Justice on behalf of the Division of Youth Services for the Day Treatment and the Intensive Community Services programs. The Day Treatment targets school-age delinquent youth between 12 and 17 in their home community and keep pre-delinquent youth out of the juvenile justice system. This program includes education (provided by Fayette County Public Schools), counseling and social work services. The Intensive Community Services provides individually tailored services designed to promote long-term behavioral change. The anticipated state funds for the Day Treatment program is \$153,717. The anticipated state funds for the Intensive Community Services program in both FY2009 and FY2010 is \$75,000. If approved, \$324,920 has been requested in the 2009 General Fund Budget for program operations. No matching funds are required. p. 55
- L. Authorization to Accept Donations from the National City Corporation and M&M Sanitation on Behalf of the Department of Social Services, Senior Intern Program. (217-08) (Helm)

This request will authorize the acceptance of donations in the amount \$2,000 from the National City Corporation and \$1,000 from the M&M Sanitation for the Senior Intern Program. p. 56

M. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for the Town Branch Trail – Phase III – FY2008. (212-08) (P. King/D. Kelly)

This request will authorize the acceptance of federal funds from the Transportation Enhancement Program awarded by the KYTC in the amount of \$650,000 for the construction of a 1.05-mile trail section originating from McConnell Springs Park along the Town Branch of Elkhorn Creek of the Town Branch Trail – Phase III. A 20% (\$247,950) match is required of which \$202,950 will come from the value of the land owned by LFUCG, \$20,000 will come from the Town Branch Trail, Inc. (a private, nonprofit organization), and \$25,000 in environment and cultural resource services from AMEC Earth & Environmental, Inc. Total Project cost is \$897,950. p. 57

N. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for the Coldstream Park Trail – FY2008. (213-08) (P. King/D. Kelly)

This request will authorize the acceptance of federal funds from the Transportation Enhancement Program awarded by the KYTC in the amount of \$700,000 for the construction of a 1.4 miles of a bicycle / pedestrian trail through LFUCG's Coldstream Park to complete a portion of the 22-mile north – south corridor trail that will extend from the Kentucky Horse Park through downtown Lexington to southern Fayette County. A local match of 20% is required of which \$176,125 will come from the value of the portion of land to be used for the project which is owned by the University of Kentucky. The University has made a commitment to donate an easement for the project. Total project cost is \$876,125. p. 58

O. Authorization of Change Order No. 1 to Contract with The Allen Company, Inc. for the Wellington Bike and Pedestrian Facility. (215-08) (P. King/D. Kelly)

This request will authorize the Change Order No. 1 to contract with The Allen Company, Inc. to decrease amount by \$25,137.55 to adjust the contract quantities to reflect actual work completed for the Wellington Bike and Pedestrian Facility. Original contract amount was \$168,383. New and final contract total is \$143,245.45. p. 59

P. Authorization for Acceptance of a Deed of Permanent Sanitary Sewer Easement and a Temporary Construction Easement for the Cadentown Sanitary Sewer Project. (219-08) (Rayan/D. Kelly)

This request will authorize the acceptance of a deed of a permanent sanitary sewer easement of 697 square feet and a temporary construction easement of 1176 square feet at property located at 3077 Todds Road at no cost to LFUCG for the Cadentown Sanitary Sewer Project. p. 60

Q. Authorization to Accept an Award from the Kentucky Transportation Cabinet (KYTC) for the Newtown Pike Landscaping Project – FY2008. (214-08) (P. King/Langston)

This request will authorize the acceptance of federal funds from the Transportation Enhancement Program awarded by the KYTC in the amount of \$208,000 to enhance the corridor by landscaping and stone fence repair, and construction from Main Street north to Iron Works Pike, giving special landscaping treatment to the I-75 / Newtown Pike intersection. Approximately 950 trees will be planted and over 1,000 linear feet of fencing will be constructed or repaired. A local match of 20% (\$52,000) is required and will come from the 2008 General Fund Budget for Corridors. Total project cost is \$260,000. p. 61

R. Authorization of a Subordination of Mortgage Agreement with Ventures Properties, LLC. (216-08) (P. King/Koch)

This request will authorize a Subordination of Mortgage Agreement with Ventures Properties, LLC for \$1,486,101 for property at 560 East Third Street for the construction of a multipurpose facility by a nonprofit community organization to provide educational and economic programs, and services to children and their families residing in the Lexington-Fayette Northend Neighborhoods. This agreement requires the organization to provide a deferred mortgage to ensure the property be used for the intended purpose for ten (10) years from the date the programs become operational. pp. 62-66

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

April 15, 2008

Mayor Newberry chaired the meeting, calling it to order at 3:02 pm. All Council Members were present.

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

A motion by CM Stevens to approve the summary of 4/8/08, seconded by CM Beard, passed without dissent.

CM Gorton stated that the name "Lane" needed to be inserted on page 9 of the packet as the motioner under the second motion on the page.

- IV. Budget Amendments-None
- V. New Business

- A. Authorization of Amendment No. 5 to Agreement with the Kentucky Transportation Cabinet (KYTC) Regarding the West Hickman Trail. (176-08) (P. King/D. Kelly)
- B. Authorization to Purchase Property at 408 Shawnee Avenue for the Meadows Acquisition and Relocation Project. (195-08) (P. King/D. Kelly)
- C. Authorization to Purchase Property at 407 Shawnee Avenue for the Meadows Acquisition and Relocation Project. (196-08) (P. King/D. Kelly)
- D. Authorization to Submit Application to the US Department of Justice under the 2008 State Criminal Alien Assistance Program (SCAAP). (193-08) (P. King/Bennett)
- E. *Authorization of a Contract with Vision Internet on Behalf of the Computer Information Office, Divisions of Computer Services and Government

Communications for a New Website Development. (197-08) (Nugent/
Sullivan/Dhuwarah)

* Denotes Management Partners (MP) Inc. Audit Recommendation

A motion by CM DeCamp to approve new business items A-E seconded by CM Blues, passed without dissent.

VI. Continuing Business / Presentations

A. Services Committee Update

This update was given by Chair CM Ellinger. There was one motion to come forward from this meeting. CM Ellinger stated that Dewey Crow, Director of Building Inspection, has already sent out a letter about this issue.

A motion by CM Ellinger that the proposed changes in the Sidewalk Café ordinance be approved and either through restaurant association or the previous individual permit holders be notified they are bringing this forward before it goes on the docket, seconded by CM Myers, passed without dissent.

CM Gorton asked that the summary be corrected to show that under the Noise Task Force Update that CM Blues stated that they will NOT take up the subject of *barking* dogs since that task force has already reported out to Council.

B. Introduction of Mayor of Prique Chile

This introduction was made by CM Gorton. The Mayor spoke a few words to the Council. Mayor Newberry then gave the Mayor of Prique a commemorative mint julep cup.

C. Fair Housing Proclamation and annual Fair Housing Award Winners Presentation

Mayor Newberry stated that this proclamation and presentation was postponed until April 29, 2008.

D. Public Health Heroes Award Presentation

This presentation was done by Dr. Rowe, Commissioner of Health, Lexington-Fayette County Health Department. Mayor Newberry gave a posthumous award to Mr. Daniel Fischer for his father Dr. Doane Fischer and also CM Dr. David Stevens received an award.

VII. Council Report

CM Gorton-Announced that the Health Department will be conducting a community breast and cervical cancer screening on April 26 from 9am-2pm at the new public health clinic south at 2433 Regency Rd; if questions, please call 288-2446; also announced several events coming in May for Armed Forces Week: on 5/14, a salute to women warrior luncheon; on 5/17 at 1pm at Cliff Hagan stadium, UK Baseball will salute members of our armed forces by free entrance to the UK-Ole Miss game for veteran and current armed forces members-just show your military id; also on 5/17 at 7 pm at the Radisson, there will be the Armed Forces Dinner and Awards ceremony; if questions, please call 245-1100 or email to bmaonline.org; made note of an arts award received for a local citizen, Marilyn *Moosnick*, the 2008 Michael Newton Award; reminded everyone of the Noise Task Force public hearing on 4/30 at 6 pm in Council Chambers.

CM Stinnett-Announced the 5K run on this Saturday, on 4/19 at 8:30 am at BSHS; on 4/17 at 7 pm Joyland will have their neighborhood meeting at 1st Church of God.

A motion by CM Stinnett to waive the cost of living increases for the Mayor and Council Members for calendar year 2008, seconded by CM Beard passed with a 13-2 vote.

CM James said she had concerns-the perception that Council had approved the mayor's budget. CM James requested that there be a change in the wording of paragraphs 2 and 3. CM Gorton asked if the ordinance was for a calendar year.

CM James-Asked HR reps. Darrylynn Combs and Leslie Jarvis questions about LFUCG grievance process and demotions.

CM Blues-Announced several neighborhood association meetings: on 4/16 at 7 pm, Spicewood at 2768 Stoney Park Ln; on 4/17 at 7 pm, Joyland; and on 4/21 at 6:30 pm, Winburn.

CM Stevens-Announced that the Links' Chairpersons will meet on 4/22 at 2:30 pm; announced that there would be a District 5 meeting on 5/15 at 7 pm at Henry Clay High; also announced the Smoking Interest group will meet on 4/18 at noon.

CM Crosbie-Reminded everyone of Reforest the Bluegrass at Jacobsen Park this Saturday; asked Comm. Koch a question about the reduction in benefits.

CM Ellinger-Announced that in 2 months the Senior Intern Program will be here and requested that there be a representative from all council districts.

CM McChord-Announced the Friends of Children 5K this Saturday at Coldstream Park; if questions, please call Lexline; also welcomed Rocky Burke to Lextran.

A motion by CM McChord to approve the NDF list for 4/15/08, seconded by CM Blevins, passed without dissent.

VIII. Mayor's Report-None

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

A motion by CM Stevens to adjourn, seconded by CM Blevins, passed without dissent.

Work Session was adjourned 3:49 pm.

BUDGET AMENDMENT REQUEST LIST

11

JOURNAL 21248-49	DIVISION Fire and Emergency Services	Fund Name Fund Impact	General Fund 300.00 300.00CR .00
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To increase funds for Operating Supplies in Community Services Administration by recognizing Miscellaneous Revenues in Fire Administration. These revenues were provided by income distribution from the Marian Middleton Interim Trust.

JOURNAL 21505	DIVISION Environmental Compliance/ Risk Management	Fund Name Fund Impact	General Fund 760.00 760.00CR .00
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To transfer funds from Risk Management to Environmental Quality for the dues and training dollars associated with the transfer of the Environmental Compliance Coordinator position.

JOURNAL 21378-79	DIVISION Special Events	Fund Name Fund Impact	Donation Fund 2,400.00 2,400.00CR .00
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To recognize National Arts Program donation and increase operating account in order to cover cash awards for art exhibit.

JOURNAL 21517	DIVISION Spay and Neuter	Fund Name Fund Impact	Spay and Neuter 20,500.00 20,500.00
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To provide funds to increase blanket PO by \$20,500 for the Lexington Humane Society Spay & Neuter Grant Program pursuant to Resolution No. 518-2007 for the remainder of FY 2008.

JOURNAL 21506-7	DIVISION Finance/ Public Safety	Fund Name Fund Impact	2007 Bond Fund 5,065,000.00 5,065,000.00CR .00
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To establish budget for additional funding of the Emergency Operations Center, bringing the new total to \$6.5 million.

JOURNAL 20825	DIVISION Sanitary Sewer	Fund Name Fund Impact	Sanitary Sewer R&O 890,000.00 890,000.00CR .00
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To provide funds for Town Branch and West Hickman Primary Effluent Pump Station Generator, Breaker Replacement, Fiber Project, and other projects in the appropriate budgets in the Sanitary Sewer Construction Fund.

JOURNAL	21255	DIVISION	Sanitary Sewer	Fund Name	Sanitary Sewer Const.
				Fund Impact	890,000.00
					890,000.00CR
					.00

To provide funds for Town Branch and West Hickman Wastewater Treatment Plants for Primary Effluent Pump Station Generator, Breaker Replacement, Fiber Project, etc by recognizing a transfer from Sanitary Sewer Revenue and Operating Fund.

JOURNAL	21251	DIVISION	Community Development	Fund Name	US Dept of Justice
				Fund Impact	25,000.00
					25,000.00CR
					.00

To provide for the decrease in operating supplies (confidential funds) and increase in overtime for the Street Sales Drug Enforcement project for the Division of Police.

JOURNAL	21337	DIVISION	Community Development	Fund Name	US Dept of Interior
				Fund Impact	2,500.00
					2,500.00CR
					.00

To provide funds for Historic Preservation Project by increasing funds for salaries and decreasing funds for professional services.

JOURNAL	21336	DIVISION	Community Development	Fund Name	General Fund
				Fund Impact	2,500.00CR
					2,500.00CR

To increase personnel recovery due to increase in personnel expenses in the Historic Preservation grant.

JOURNAL	21388	DIVISION	Community Development	Fund Name	US Dept of Justice
				Fund Impact	114,163.14
					114,163.14CR
					.00

To correct an error in the Arrest Policies Grant budget to provide overtime funding in the correct account.

JOURNAL	21511	DIVISION	Community Development	Fund Name	US Dept of Transp.
				Fund Impact	5,000.00
					5,000CR
					.00

To amend the 2008 MCSAP budget decreasing funds for Police overtime and increasing funds for training at Institute of Police Technology and Management.

JOURNAL	21518	DIVISION	Community Development	Fund Name	US Dept of Justice
				Fund Impact	23,390.00
					23,390CR
					.00

To amend program income budget for the Street Sales Project to increase funds for overtime and to provide funds for purchase of storage containers for vehicles used for undercover narcotics work.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Services District – General Fund	2,500.00CR
Fund	1103	Donation Fund	.00
Fund	1134	Spay and Neuter Fund	.00
Fund	2516	2007 Bond Fund	20,500.00
Fund	3130	US Department of Interior	.00
Fund	3140	US Department of Justice	.00
Fund	3160	US Department of Transportation	.00
Fund	4002	Sanitary Sewer Revenue and Operating Fund	.00
Fund	4003	Sanitary Sewer Construction Fund	.00



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Numbers 21337/21336 **Budget Amendment Date** 4/01/2008
Requesting Division Community Development
Fund Name US Department of Interior and General Service District – General Fund
Fund Number 3130/1101
Contact for Additional Information Irene Gooding--3079

Description

Journal 21337 increases personnel costs by \$2,500 and decreases professional services by \$2500. The project did not require professional services, therefore more staff time was charged to the grant in order to use all available federal funding.

Journal 21336 increases personnel recovery in the general fund by \$2,500 due to more staff time being charged to the Historic Preservation grant.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21251 **Budget Amendment Date** 4/01/2008
Requesting Division Community Development
Fund Name US Department of Justice
Fund Number 3140
Contact for Additional Information Irene Gooding--3079

Description

Budget Amendment provides for a decrease in account 75100 by \$25,000. These funds were originally in the budget as Confidential Funds for the Division of Police's narcotics unit to have available to buy drugs/information that would lead to the arrest of dealers. The amendment provides for these funds instead to be used for overtime (account 63150 and 63620) by the narcotics unit officers in the apprehension of dealers.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21511 **Budget Amendment Date** 4/09/2008
Requesting Division Community Development
Fund Name US Department of Transportation
Fund Number 3160
Contact for Additional Information Irene Gooding-3079

Description

This budget amendment requests transfer of funds from overtime to professional development of the purpose of providing five Police Officers with the opportunity to attend 2 weeks of the North American Standard Class, which includes basic commercial inspection training certification, and for five officers to attend a one-week commercial vehicle HazMat training class, which includes basic certification for inspection of HazMat loads on commercial vehicles. The state agency that grants these funds has approved this modification.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21518 **Budget Amendment Date** 4/15/2008
Requesting Division Community Development
Fund Name US Department of Justice
Fund Number 3140
Contact for Additional Information Irene Gooding--3079

Description

To amend the program income budget for the Street Sales Drug Enforcement Project for purposes of purchasing secure storage containers for equipment for vehicles used for undercover work. \$12,440 are requested in Equipment < \$5,000 for this purpose. Additional funds in the amount of \$10,950 are requested for police overtime for drug enforcement. Budget amendment also decreases Dues and Subscriptions by \$1,450, computers by \$9,500 and other capital equipment by \$12,440. New computers and tracking devices are no longer needed for the project.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

April 22, 2008 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
198-08 A	21384-85	Community Development	To establish grant budget for Traffic Safety Supplemental Project – 2008, also known as Click it or Ticket. 3160 15,000 3160 15,000CR 0*
200-08 B	BA 1423	Community Development	To establish grant budget for the 2008 COPS Technology Program Grant for the Police Air Support Unit. 3140 327,355 3140 327,355CR 0*
207-08 H	CB 0005	Water & Air Quality	To provide funds for (5) positions of Electrician (grade 114N) by abolishing funds for (5) positions of Electrical Instrumentation Technician (grade 113N) and by reducing the division's contingency funds. 4002 16,440 4002 16,440CR 0*
208-08 I	KC 0051	Water & Air Quality	To provide funds to change the pay grade of the Director of Water and Air Quality from 122E to 123E by reducing the division's funds for personnel contingency. 4002 1,770 4002 1,770CR 0*
217-08 L	BA 1446	Social Services	To provide funds for the Senior Intern Program by recognizing contributions from National City Bank and M & M Sanitation. 1103 3,000 1103 3,000CR 0*

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST	
212-08 M	BA 1441	Community Development	To establish grant budget for Town Branch Trail – Phase III.	
			3160	897,950
			3160	897,950CR
				0*
213-08 N	BA 1440	Community Development	To establish grant budget for Coldstream Park Trail – Division of Engineering.	
			3160	876,125
			3160	876,125CR
				0*
214-08 Q	BA 1442	Community Development	To establish grant budget for the Newtown Pike Landscaping Project.	
			3160	260,000
			3160	260,000CR
				0*
214-08 Q	BA 1444	Community Development	To establish grant match for the Newtown Pike Landscaping Project.	
			1101	52,000
			1101	52,000CR
				0*

EFFECT ON FUND BALANCES

FUND 1101	0*	NO EFFECT ON:	GENERAL SERVICES DISTRICT
FUND 1103	0*	NO EFFECT ON:	DONATION FUND
FUND 3140	0*	NO EFFECT ON:	US DEPARTMENT OF JUSTICE
FUND 3160	0*	NO EFFECT ON:	US DEPARTMENT OF TRANSPORTATION
FUND 4002	0*	NO EFFECT ON:	SANITARY SEWERS REVENUE AND OPERATING FUND
FUND 4204	0*	NO EFFECT ON:	ENHANCED 911 FUND

Budget Information For New Business Items
April 22, 2008 Work Session

Item	Number	Amount	Fund	Name / Description
A	198-08	15,000	3160	US Department of Transportation Budget Journal
B	200-08	327,355	3140	US Department of Justice Budget Journal
C	201-08	954	1101	General Service District – General Fund
D	202-08	25,000	3200	US Department of Homeland Security
E	211-08			
F	199-08	57,000	2502	Cultural and Civic Center Expansion Fund
G	220-08	17,000	4003	Sanitary Sewer Construction Fund
H	207-08	16,440	4002	Sanitary Sewer Revenue and Operating Fund Budget Journal
I	208-08	1,770	4002	Sanitary Sewer Revenue and Operating Fund Budget Journal
J	209-08		1101	General Service District – General Fund
K	210-08	382,434		State Grant Funds Requested (FY 2009 & FY 2010)
L	217-08	3,000	1103	Donation Fund Budget Journal
M	212-08	897,950	3160	US Department of Transportation Budget Journal
N	213-08	876,125	3160	US Department of Transportation Budget Journal
O	215-08	(25,138)	3160	US Department of Transportation
P	219-08	NA		
Q	214-08	260,000 52,000	3160 1101	US Department of Transportation General Service District – General Fund Budget Journal
R	216-08	NA		



198-08

17

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

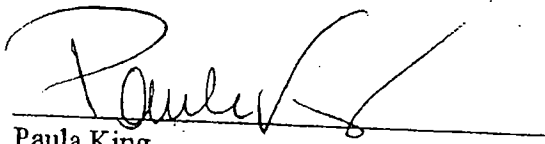
DATE: APRIL 8, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT SUPPLEMENTAL
AWARD FROM THE COMMONWEALTH OF KENTUCKY OFFICE OF
HIGHWAY SAFETY FOR *CLICK IT OR TICKET* ENFORCEMENT
MOBILIZATION- FY 2008

The Lexington-Fayette Urban County Government Division of Police has been offered supplemental federal funding from the Kentucky Transportation Cabinet, Kentucky Office of Highway Safety in the amount of \$15,000 for participation in the May 2008 *Click It or Ticket* Safety Belt Enforcement Mobilization Federal funding originates from the U.S. Department of Transportation's National Highway Traffic Safety Administration

Funds will be used to support the cost of officer overtime for a period of concentrated enforcement from May 19, through June 1, 2008. No matching funds are required.

Council authorization to accept the award is hereby requested.


Paula King
Director

Xc: Tim Bennett, Commissioner of Public Safety

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





200-08 18

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

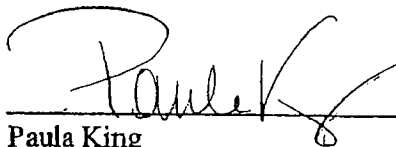
DATE: APRIL 9, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION AND
ACCEPT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE/COPS
OFFICE FOR PURCHASE OF THERMAL IMAGING EQUIPMENT FOR
USE IN THE AIR SUPPORT UNIT—DIVISION OF POLICE—FY 2008

The Lexington-Fayette Urban County Government Division of Police has been offered a 2008 COPS (Community Oriented Policing Services) Technology Program grant in the amount of \$327,355 for the Police Air Support Unit. These funds will be used to purchase a thermal imaging system for use with helicopter(s). This equipment will be used for search, surveillance, and pursuit.

While these funds have been included as an earmark in the Fiscal Year 2008 omnibus appropriations bill, U.S. Department of Justice/COPS office requires the submission of an application for these funds. No matching funds are required.

Council authorization to submit application and accept the award is hereby requested.



Paula King
Director

Xc: Tim Bennett, Commissioner of Public Safety

HORSE CAPITAL OF THE WORLD

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





Division of Environmental and Emergency Management
DEPARTMENT OF PUBLIC SAFETY

201-08



19

MEMORANDUM

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

FROM: Patricia L. Dugger, RS MPA, Director

RE: Lamar Companies Contract

DATE: April 7, 2008

Attached is a contract with Lamar Companies for the production of vinyl artwork for disaster preparedness. This is a one time fee of \$954.00 with no additional monthly fee because this contract is for the creation of the vinyl only. The artwork will be displayed on Lamar billboard(s) in Fayette County (as a public service) at no charge to us as billboard space is available. The vinyl will last for approximately one year and will be moved during that time to available billboard space.

Please contact me should you have any questions about this issue.

Attachments

xc: Commissioner of Public Safety File

Lexington-KY
P.O. Box 54786
Lexington KY 40555 4786
8592555582
859-231-7348 FAX

THE **LAMAR** COMPANIES
Commercial Contract

Date March 03 2008
New/Renewal **NEW**
Bill To Advertiser

Lamar ID No. 036 755833

Customer Name: Lexington-Fayette Urban County Gov't
Street Address: 166 N. Martin Luther King Blvd.
Mailing Address: _____ Zip: _____
City: Lexington State: KY Zip: 40507
Phone: 859-258-3784
Fax: 859-252-8689
Email: hlambert@lfucg.com
Advertiser: Division of Environmental & Emergency Management
Cust. A/C #: _____ Nat'l/Local: LD
Design: _____
Vinyt: _____ Sections: _____
Other: _____
Contact Person: Hazel Lambert

THIS INFORMATION FOR OFFICE USE ONLY			
Billing Start Date:	<u>March 25 2008</u>	Billing End Date:	<u>March 25 2008</u>
Monthly Billing Rate:	<u>\$954.00</u>	Commission:	_____
Product Code:	<u>74</u>	Political:	_____
Account Exec. Code:	<u>JRG7045</u>	Natl Contract No.	_____
		Dept:	_____
		Co-op:	_____

Mkt.Code	Frequency	Description	Amount
13		the production of (1) hi-resolution 10'6"x36' vinyl	\$954.00

The terms on the second page are part of this contract.

Advertiser authorizes and instructs The Lamar Companies to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions contained on both pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the Mayor of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

ACCOUNT EXECUTIVE: Jason Gabbard

COMPANY: Lexington-KY

This contract is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Outdoor Advertising Company.

ACCEPTED:

DATE: _____

Lexington-Fayette Urban County Gov't - DEEM

CUSTOMER/ADVERTISER

DATE: _____

BY: _____

CUSTOMER/ADVERTISER SIGNED BY

Jim Newberry

THE LAMAR COMPANIES

BY: _____

GENERAL MANAGER

Brian Ridgway

AGENCY

The agency representing this Advertiser in this contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

Agency: _____

Date: _____

By: _____

Signed By: _____

Contact: _____

TYPE OR PRINT NAMES BELOW SIGNATURES
REVISED 10/05

Cust A/C: _____ Nat'l/Local: LD

Street Address: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Email Address: _____

Phone: _____

Fax: _____

STANDARD CONDITIONS

1. Initial design copy shall be furnished to Lamar not later than thirty (30) days after the date hereof or as otherwise provided below in paragraph 6. If Lamar is requested by Advertiser to submit copy, then copy submitted by Lamar shall be approved or substitute copy shall be furnished by Advertiser within ten (10) days after submission.
2. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Lamar reserves the right at any time to censor, reject or withdraw any advertising copy under this contract. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands including attorney's fees arising out of the character, contents or subject matter of any copy produced pursuant to this contract.
3. If Lamar is prevented from obtaining the poster paper or producing the commercial painting under this contract, in whole or in part, by causes beyond its control of whatever nature, including but not limited to acts of God, strike, work stoppages or picketing, Lamar, at its option, may terminate this contract or extend it until such time as the cause of its nonperformance is removed.
4. Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Lamar, and unless same is promptly paid Lamar may, at its option, discontinue without notice the work contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1½% per month. In addition, Advertiser shall pay Lamar all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.
5. This contract, all two (2) pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 7/ Tqf djbrDpot jef sbjpot :

SURETY AGREEMENT

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TVSFLZ

OñouObñ f :!

Beef t t :



202-08 22

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: APRIL 10, 2008****SUBJECT: AUTHORIZATION TO EXECUTE AGREEMENT WITH LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT FOR ESTABLISHMENT OF A MEDICAL RESERVE CORPS UNDER THE METROPOLITAN MEDICAL RESPONSE SYSTEM PROJECT—FY 2008**

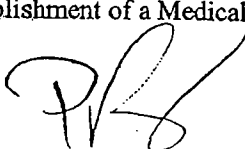
On October 4, 2007 (Ordinance # 226-2007), the Urban County Council approved acceptance of award from the Kentucky Office of Homeland Security of federal funds in the amount of \$220,713.50 for continuation of the Metropolitan Medical Response System (MMRS). This grant included funding for establishment of a Medical Reserve Corps to address the need for a trained cadre of volunteer medical personnel to assist first responders should a natural or man-made disaster occur. The approved MMRS project provides for the Medical Reserve Corps to be supervised and implemented by Lexington-Fayette County Health Department. These are federal funds that originate from the Federal Emergency Management Agency in the U.S. Department of Homeland Security.

The proposed agreement in the amount of \$25,000 with Lexington-Fayette County Health Department outlines the scope of work and the budget for this project.

Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3200	505205	0001	71200	MMRS	2008	DEFAULT

Council authorization to execute agreement with the Lexington-Fayette County Health Department for establishment of a Medical Reserve Corps under the Metropolitan Medical Response System (MMRS).



Paula King
Director

Xc: Tim Bennett, Commissioner of the Department of Public Safety

HORSE CAPITAL OF THE WORLD200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com

AGREEMENT

THIS AGREEMENT, made and entered into on this 7th day of April, 2008 by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT, whose post office address is 650 Newtown Pike, Lexington, Kentucky 40508 (hereinafter referred to as "CONTRACTOR").

WHEREAS, GOVERNMENT, has been awarded federal funds from the Office of the Governor, Kentucky Office of Homeland Security under the Metropolitan Medical Response System (MMRS) program for the purpose of enhancing the community's medical response for a large scale CBRNE (chemical, biological, radiological, nuclear, explosive) event;

WHEREAS, GOVERNMENT'S agreement with the Kentucky Office of Homeland Security (PO2 094 0700005899 1) provides for the establishment of an MRC (Medical Reserve Corps) under the supervision of the CONTRACTOR to address the need for a trained cadre of volunteer medical personnel to assist first responders should a natural or man-made disaster occur;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the CONTRACTOR;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Scope of Work

The CONTRACTOR agrees to use the herein described federal funds solely for the purpose of developing an MRC capability in Fayette County in accordance with the fully executed agreement between the GOVERNMENT and the Kentucky Office of Homeland Security and in accordance with the Budget and Scope of Work attached as Exhibit A.

B. Reporting

The CONTRACTOR shall be responsible for submission of progress reports to the GOVERNMENT, as may be required by the Office of the Governor, Kentucky Office of Homeland Security.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the CONTRACTOR under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT shall constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the CONTRACTOR within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated. CONTRACTOR also understands that the Office of the Governor, Kentucky Office of Homeland Security may monitor the performance of the CONTRACTOR.

II. TIME OF PERFORMANCE

The term of this Agreement shall be December 19, 2007, through June 30, 2008.

III. USE OF FEDERAL FUNDS

Federal funds from the Department of Homeland Security in the amount of \$25,000 is available solely for the purchase of supplies and services as provided for in Exhibit A.

IV. PAYMENT

It is expressly agreed and understood that the maximum amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$25,000. The CONTRACTOR shall invoice the GOVERNMENT for the reimbursement of actual expenditures incurred. CONTRACTOR'S invoice must be for the expenses in the approved budget.

CONTRACTOR'S invoice must include copies of all invoices for all supplies and services purchased.

V. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The CONTRACTOR agrees to administer its program in accordance with the cost principles outline in OMB Circular No. A-87 for local governments and the administrative requirements outlined in OMB Circular A-102 and 28 CFR. CONTRACTOR further agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grants Operation (OGO) Financial Guide. All regulations are made a part of this Agreement by reference.

B. Other Federal Requirements

CONTRACTOR agrees that all allocation and use of funds under this agreement will be in accordance with the FFY2006 Homeland Security Grant Program (HSGP) guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and Urban Area Homeland Security Strategies. Grant funding must also support the investments identified in the Investment Justifications which were submitted by the Kentucky Office of Homeland Security as part of the FY 2006 HSGP application.

CONTRACTOR agrees that federal funds provided under this agreement will be used to supplement, not supplant, state or local funds for homeland security preparedness.

CONTRACTOR is prohibited from transferring funds between programs (State Homeland Security Program, Urban Areas Security Initiative, Law Enforcement Terrorism Prevention Program, Citizens Corps Program, Emergency Management Performance Grant and Metropolitan Medical Response System).

CONTRACTOR agrees that all publications created with funding under this agreement shall prominently contain the following statement: "This Document was prepared under a grant from the Kentucky Office of Homeland Security (KOHS), the Office of Grants and Training, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of KOHS or the Office of Grants and Training or the U.S. Department of Homeland Security." Additionally, any publications created with funding under this agreement shall bear on it the logos of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.

CONTRACTOR agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the Kentucky Office of Homeland Security." Additionally, any equipment purchased with funding under this agreement shall bear on it the logos of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.

CONTRACTOR agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

CONTRACTOR agrees that consultant rates may not exceed \$450 per day, without the prior approval of the GOVERNMENT, the Kentucky Office of Homeland Security, and the Office of Grants and Training.

CONTRACTOR acknowledges that the Kentucky Office of Homeland Security, Office of Grants and Training reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. CONTRACTOR agrees to consult with Kentucky Office of Homeland Security

and Office of Grants and Training regarding the allocation of any patent rights that arise from, or are purchased with this funding.

C. Documentation and Record-Keeping

1. Records to be Maintained

The CONTRACTOR shall maintain all records required by the federal regulations specified in the Office of Grants Operation (OGO) Financial Guide, OMB Circulars, and the Terms and Conditions of the Grant Award.

2. Retention

In accordance with regulations, the CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Close-outs

The CONTRACTOR'S obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT) and determining the custodianship of records.

4. Access to Records

CONTRACTOR certifies that it is in compliance with 200 KAR 5:314, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The CONTRACTOR agrees that the GOVERNMENT, the Office of the Governor, Kentucky Office of Homeland Security, the Kentucky Finance and Administration Cabinet, the auditor of public accounts, the Legislative Research Commission, and the U.S. Department of Homeland Security, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the GOVERNMENT, the Office of the Governor, Kentucky Office of Homeland Security, the Kentucky Finance and Administration Cabinet, the auditor of public accounts, and the Legislative Research Commission which are directly pertinent to the agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

The CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current GOVERNMENT policy concerning CONTRACTOR audits and, as applicable, OMB Circular A-133. Copy of Audit shall be submitted to the GOVERNMENT within 30 days of completion.

D. Confidentiality

CONTRACTOR agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the CONTRACTOR in the administration of this contract.

E. Procurement

The CONTRACTOR shall procure all materials, property, or services in accordance with applicable Commonwealth of Kentucky contracting procedures and the standards and procedures contained in applicable federal regulations.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Compliance

The CONTRACTOR agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the CONTRACTOR'S performance under this agreement, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, CONTRACTOR agrees to comply with the following:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
Executive Order 11246 and Department of Labor regulations issued there under (41 CFR Part 60);
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

The CONTRACTOR agrees that no person shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded

B. Nondiscrimination

The CONTRACTOR is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting grant funded activities.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The CONTRACTOR further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The CONTRACTOR agrees to provide, upon request, needed reasonable accommodations. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GOVERNMENT, state agency, or federal administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance.

The CONTRACTOR shall comply with all provisions of Presidential Executive Order no. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The CONTRACTOR will furnish all information and reports required by Presidential Executive Order no. 11246 of September 24, 1965, as amended, and by the rules, Regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GOVERNMENT, the state agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Presidential Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The CONTRACTOR will include the provisions of paragraphs (1) through (7) of Section 202 of Presidential Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Presidential Executive order no. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GOVERNMENT, state agency, or administering federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GOVERNMENT, state agency, or federal administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

C. Women and Minority Business Enterprises

The CONTRACTOR will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

VIII. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

As applicable, the CONTRACTOR shall participate with the Office of the Governor, Kentucky Office of Homeland Security, other state agencies, GOVERNMENT, and other local jurisdictions to ensure NIMS implementation by:

Federal Fiscal Year 2005 NIMS Requirements:

Incorporating NIMS into existing training programs and exercises; specifically the NIMS Awareness Course: "National Incident Management System (NIMS), An Introduction" IS700

Ensuring that Federal preparedness funding (including DHS Homeland Security Grant Program, Urban Area Security Initiative (UASI) funds) support NIMS implementation at the State and local levels by formally recognizing the NIMS and adopting NIMS principles and policies. Also, by establishing a timeframe and developing a strategy for full NIMS implementation.

Incorporating NIMS into Emergency Operations Plans (EOP) and establishing a NIMS baseline by determining which NIMS requirements have been met.

Promote intrastate mutual aid agreements.

Coordinating and providing technical assistance to local entities regarding NIMS, specifically in establishing NIMCAST which is a web-based, self-assessment system that Kentucky and local governments can use to evaluate their incident response and management capabilities.

Institutionalizing the use of Incident Command System (ICS). This must be institutionalized and consistent with concepts and principles taught by the Department of Homeland Security.

Federal Fiscal Year 2006 NIMS Local Requirements

Community Adoption

Adopt NIMS at the community level for all government departments and public and private agencies.

Command and Management

Manage all emergency incidents and preplanned events using the Incident Command structure (ICS).

ICS implementation must include consistent application of Incident Action Planning and common communication Plans.

Coordinate and support emergency incident and event management through the use of integrated multi-agency coordination system.

Implement a Public Information System

Develop and implement processes, procedures and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information system and Joint Information Center.

Preparedness: Planning

Establish a new NIMCAST report for FFY2006. NIMCAST to begin on July 1, 2006 completed at midnight August 1, 2006.

Develop and implement a system to coordinate all federal preparedness funding to implement NIMS across the community.

Revise/update plans, SOPs to incorporate NIMS training and exercise.
Participate in and promote intrastate and interagency mutual aid agreements.

Preparedness: Training

Complete and implement the IS-700 into ongoing training programs by September 30, 2006.

Complete and ensure that IS-800 is part of your ongoing training program for new employees, recruits and first responders by September 30, 2006.

Complete the ICS 100 and 200 by September 30, 2006.

Preparedness: Exercises

Incorporate NIMS/ICS into all local and regional training and exercises.

Participate in an all-hazard exercise program involving multiple jurisdictions.

Incorporate corrective actions into preparedness plans and SOPs.

Resource Management

Inventory community assets to conform to the resource typing standards

Ensure that national standards and guidance to achieve equipment, communication and data interoperability are incorporated into local acquisition programs.

Communication and Information Management

Apply the use of plain English communication standards across the public safety sector.

IX. GENERAL CONDITIONS

- A. The CONTRACTOR agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen,

directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by CONTRACTOR, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement;

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at CONTRACTOR'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
 2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of CONTRACTOR and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- B. The CONTRACTOR shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- C. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the CONTRACTOR.
- D. This Agreement, in accordance with 28 CFR 66.43 can be terminated if CONTRACTOR fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 28 CFR 66.44 upon written notice by the GOVERNMENT.
- E. GOVERNMENT and the CONTRACTOR each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- F. Campaign Finance
- The CONTRACTOR certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this agreement, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this agreement. The CONTRACTOR further swears under penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of an agreement to him/her or the company which he/she represents will not violate any provision of the campaign finance laws of the Commonwealth.
- G. Drug Free Workplace
- The CONTRACTOR agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1998 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.
- The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated herein by reference and the CONTRACTOR covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

H. Assignability

The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

I. Subcontracts

a. Approvals

The CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.

b. Monitoring

The CONTRACTOR will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The CONTRACTOR shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

e. Subcontract Provisions

CONTRACTOR shall obtain written certification from all its contractors and subcontractors that they are in compliance with Executive Order 12549 on Debarment and Suspension.

J. Hatch Act

The CONTRACTOR agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officer of State or local governments whose employment is connect to an activity financed in whole or part with Federal funds.

K. Conflict of Interest Laws and Principles

The CONTRACTOR certifies that he is legally entitled to enter into this contract agreement with the GOVERNMENT, and by holding and performing the terms and conditions of this agreement will not violate any conflict of interest statute, including but not limited to KRS 45A.330-45A.340, 45A990, KRS 164.390, and KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants.

L. Lobbying

CONTRACTOR agrees that no state funds appropriated pursuant to this agreement shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

CONTRACTOR understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.

The CONTRACTOR hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly; and
- d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Intellectual Properties

The CONTRACTOR agrees that any formulae, methodology, other reports and compilations of data provided by the GOVERNMENT or the state agency to the CONTRACTOR for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the CONTRACTOR for use by the GOVERNMENT or the state agency under the scope of services of this agreement shall be the exclusive property of the GOVERNMENT or the state agency, as applicable. Any use of this material for purposes other than those specifically outlined and authorized by the agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

N. Copyright

If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or state agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

O. Violation of Tax and Employment Laws

KRS 45A.485 requires the CONTRACTOR to reveal to the Office of the Governor, Kentucky Office of Homeland Security, prior to the award of a contract, any final determination of a violation by the CONTRACTOR within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws,

unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the CONTRACTOR shall report any such final determinations(s) of violations(s) to the state agency by providing the following information regarding the final determinations(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the CONTRACTOR shall be in continuous compliance with the provisions of those statutes which apply to the CONTRACTOR'S operations, and that the CONTRACTOR'S failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for cancellation of the contract and the CONTRACTOR'S disqualification from eligibility for future state contracts for a period of two years.

The CONTRACTOR certifies that it has not violated any of the provisions of the above statutes within the previous five (5) year period.

P. Environmental Standards

CONTRACTOR agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), that relate generally to inspection, monitoring, entry reports and information, and with all regulations and guidelines issued there under; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

CONTRACTOR shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the GOVERNMENT. The CONTRACTOR shall notify the GOVERNMENT of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

CONTRACTOR shall provide such information as may be requested by Kentucky Office of Homeland Security to ensure compliance with any applicable environmental laws and regulations. CONTRACTOR shall not undertake any construction project without the approval of GOVERNMENT, Kentucky Office of Homeland Security, or the U.S. Department of Homeland Security, as required by the grant guidance.

Q. Buy American Act

The CONTRACTOR agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act.

R. Suspension and Debarment

The CONTRACTOR certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor

Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Jim Newberry, Mayor

ATTEST:

Clerk of Urban County Council

LEXINGTON-FAYETTE COUNTY HEALTH
DEPARTMENT

Signature of Authorized Official

Melinda G. Rowe, MDD.

Printed Name

Commissioner of Health

Title

EXHIBIT A
PAGE 1 OF 2

Lexington-Fayette County Medical Reserve Corps Budget request 3/7/2008

The Lexington Fayette County MRC requests \$25,000 to be spent as described below:

ID badge system - \$5,500.00 - This system is used by all KY MRC units to assure consistency and ability for members to work in other MRC regions. A template for KY MRC members has been designed and will be included in the price.

Epi-Suite software	\$475
Canon Plug In II Production License.	\$172
Fargo DTC400 Dual-Side Color Card Printer	\$2079
Printer Ribbon Cartridges (20)	\$1156
Printer Cleaning Kits (3)	\$75
Miscellaneous cables and supplies	\$19
Blank White .030 Mil PVC cards (2000)	\$160
Soft Vinyl Strap Clips (2000)	\$200
Stapler style slot punch	\$25
Vinyl covers (2000)	\$760
Tri-pod	\$30
Canon S3 IS digital camera	\$349

Criminal Background and Professional Licensure checks and drug testing - \$4,500.00
LFCHD Human Resources office conducts the same background check and drug testing on MRC members as they conduct on paid staff and other volunteers. They verify that medical licenses are current and without problems. The background check is completed to determine if a recruit meets the health department's minimum requirements to become a member. The same criteria are used for MRC members as are used for HD staff. The Drug Test is completed by an independent contractor.

Training and Professional Development - \$3,500.00

This money will be used for the local MRC director and coordinator to attend National, Regional and other MRC leadership workshops and conferences. This money will be spent on travel arrangements including air, hotels, transportation and meals. At times additional travel grants provide monies for the MRC director to attend conferences. If this occurs monies may be used to allow MRC members who reach "Leadership" status to attend these workshops. The National MRC encourages MRC member attendance at some conferences. The workshops and conferences provide up-to-date information, guidance, discussion, "best practices" and training to be brought back to local MRC members.

Training Materials - \$3,000.00

These funds will be used to purchase notebooks, indexes, paper, ink cartridges and miscellaneous supplies for volunteers who attend training. MRC members who attend the face-to-face "Basic" MRC training (Orientation and IS700) receive a notebook containing reference materials, training materials and other needed documents. Time to develop these materials may also be charges to MRC funding. Monies may also be purchase materials to be sent to colleges, professional groups, etc. to encourage these groups to attend training and join the MRC.

EXHIBIT A
PAGE 2 OF 2

Food - \$4,000.00

Based on previous polls, the most convenient time for volunteers to attend training is 6:00 PM - 9:00 PM on weekdays. To ensure that members are able to attend these face-to-face trainings food is provided. As an incentive to encourage members to attend the more advanced training we offer different types of food for the different levels of training.

Volunteer supply Kits and credentialing tools - \$3500.00

Members who attend "Basic" and "Intermediate" face-to-face classes receive a MRC logo polo shirt to be used in addition to their ID badge as a credentialing tool. Shirts cost \$18 each. We receive a discount if we order in quantities of 100 or more.

To assure members have a preparedness kit and are ready to respond, we give members who complete face-to-face Basic, Intermediate and Advanced training an emergency preparedness kit backpack. The kit includes, food, water, supplies tools etc. Cost: \$129 each. We receive a discount when ordering in quantities of 100 or more.

Advertising and recruitment - \$1,000.00

Monies will be spent on recruitment letters sent to those registering on the KHELPS (Kentucky Health Emergency Listing of Professionals for Surge) website, postage, advertisements, display boards, health fair booth fees, flyers, brochures and miscellaneous items to recruit the MRC members. Several times throughout the year we attend Health Fairs and community events where we distribute MRC materials. The Regional MRC director is evaluating advertising tools. Once a "best method" is determined we may produce radio commercials, flyers, recruitment letters, attend additional meetings or conferences to recruit members.



211-08 36

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of Public Safety

Office of the Commissioner

MEMORANDUM

To: Mayor Jim Newberry
Urban County Councilmembers

From: Timothy E. Bennett, Commissioner
Department of Public Safety

Date: March 31, 2008

Subject: Amended Reimbursement Resolution for Emergency Operations Center

We are moving forward with the new Public Safety Operations Center (PSOC) project. The site has been acquired in the Coldstream Research Campus, and we are currently in the program development and schematic design phase of the project. A contract for Phase I design services was previously approved by Council and awarded to Omni architects. A Contract will be presented to you for approval in the near future for a systems integrator for the project. It is also anticipated that a construction manager will be engaged for the project.

The current schedule calls for substantial completion in the fall of 2009 and final completion in the spring of 2010. The preliminary budget estimate for the PSOC is approximately \$22 million.

In December of 2006, Council approved a reimbursement resolution, Resolution No. 764-2006, in the amount of \$1,435,000 for this project. This amount was intended to cover site acquisition and preliminary design services. As we move forward that amount needs to be increased so the project can proceed smoothly on a compressed schedule.

I am requesting that Council approve an amended reimbursement resolution in the amount of \$6.5 million. This would be an increase of \$5,065,000 from the previous resolution. The new total would cover the site acquisition cost, design and systems integration services, construction management services and other costs associated with the project.

We will be available to answer questions.

HORSE CAPITAL OF THE WORLD

200 East Main Street, Room 320

Lexington, KY 40507 · (859) 258-3280

Fax (859) 258-3103



199-687

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Office of the Senior Advisor for Management

MEMORANDUM

To: Mayor Jim Newberry
Joe Kelly - Sr. Advisor for Management
Urban County Councilmembers

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

Date: April 7, 2008

Re: Lyric Theater Programming & Business Plan Consultant

This is to request authorization of a contract for professional services with AMS Planning & Research Corporation (AMS) for review of the proposed facility programming and development of a 5-year business plan for the Lyric Theater. The contract is in the amount of \$49,000 with additional estimated direct expenses of \$7,000. AMS is a nationally renowned planning firm devoted exclusively to cultural facility development, and offering extensive knowledge in arts facility management for both performing arts and exhibition venues. AMS was selected unanimously from among several firms through a formal Request for Proposals and the routine LFUCG Selection Committee process.

AMS' relevant work includes planning and development of several facilities similar to the Lyric Theater, where live performing arts are combined with a culturally-oriented museum space and community use space. The scope of projects include both large and small, with strong, realistic plans and projections reported by the eventual owners / managers of those projects. Several who have previously used AMS' services are local and regional entities such as the University of Kentucky Art Museum, Speed Art Museum (Louisville), National Underground Railroad Freedom Center (Cincinnati), and Paramount Arts Center (Ashland).

For this project, AMS will perform the following scope of work, which will be completed by June 30, 2008:

- Review Lyric Theater Task Force Facility Plan and Programming Concepts
- Recommendations for Maximizing Facility Use and Revenues
- Development of a 5-Year Business Plan / Pro-Forma
- Coordination of Programming for Multi-Use Community Arts Facility
- Coordination with Project Architect, Task Force, Community Stakeholders
- Identify Comparable Benchmark Facilities / Model Case Studies / Lessons Learned
- Develop Job Description for Eventual Facility Manager & Staffing Recommendations
- Recommendations for Programming and Venue Booking

Funding is budgeted. I therefore respectfully request Council authorization of this agreement, and will be available for any questions at the Council work session.

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 859-258-3155 www.lfucg.com

AGREEMENT FOR AUTHORIZED SERVICES

THIS AGREEMENT entered into this _____ day of _____, by and between Lexington Fayette Urban County Government [LFUCG] (hereinafter referred to as "CLIENT") and AMS Planning & Research Corp., 2150 Post Road, 4th Floor, Fairfield, Connecticut 06824 (hereinafter referred to as "CONSULTANT").

WHEREAS, CLIENT wishes to secure the services of CONSULTANT to carry out specific services in regard to a Programming & Business Plan for the Lyric Theater Multi-Purpose Arts Facility, and

WHEREAS, CONSULTANT has submitted a proposal to perform specific services described in "Scope of Services" attached hereto as Exhibit A, and CLIENT has elected to secure selected services of CONSULTANT;

WITNESSETH, it is mutually understood and agreed as follows:

ARTICLE 1

SERVICES TO BE PERFORMED BY CONSULTANT

- 1.01 CLIENT has authorized CONSULTANT and CONSULTANT has agreed to perform the services as described in the Scope of Services attached hereto as Exhibit A, which services shall commence upon execution of this Agreement.
- 1.02 CONSULTANT agrees to assign Arthur Greenberg and Lynette Turner as Co-Project Directors. Other AMS staff members would support the project throughout. Should personnel no longer be employed by the firm, the CONSULTANT shall advise CLIENT of their replacement(s) as soon as feasible. If replacement personnel are not acceptable to CLIENT, CLIENT may terminate agreement as provided in Article 6.
- 1.03 CONSULTANT agrees to perform Services in accordance with the schedule set forth in the Project Timetable attached hereto as Exhibit B. Such schedule may be modified from time to time during the term of this Agreement upon mutual agreement, in writing, between CLIENT and CONSULTANT.
- 1.04 Changes within the Scope of Services shall be made only in writing executed by authorized representatives of both parties. AMS shall have no obligation to commence work in connection with any change until fee and/or schedule impact of the change is agreed upon by the parties in writing.

ARTICLE 2

OBLIGATIONS OF CLIENT

- 2.01 CLIENT shall provide to CONSULTANT all existing preliminary studies, reports, pertinent data, financial reports and audits, drawings, surveys and other information regarding the Project as may be available to CLIENT and required by CONSULTANT.
- 2.02 CLIENT shall assign a single Project Director to serve as liaison with CONSULTANT in regard to all matters of the assignment. CLIENT may replace the Project Director at its discretion at any time.
- 2.03 CLIENT shall undertake certain responsibilities as agreed from time to time including, but not limited to, coordination of CONSULTANT and other consultants engaged by the CLIENT.
- 2.04 CLIENT shall use its best efforts, without limitation to the aforesaid, to assist CONSULTANT in any way whatsoever, as may be required for CONSULTANT to perform its obligations in a timely manner under this Agreement.

ARTICLE 3

COMPENSATION, EXPENSES, AND PAYMENT

- 3.01 CLIENT shall compensate CONSULTANT for the Services performed hereunder in accordance with the Fee for Services as set forth in Exhibit C attached hereto. Fee compensation to CONSULTANT for the performance of these services shall be an amount equal to Forty-Nine Thousand Dollars [\$49,000]. CLIENT shall reimburse CONSULTANT for direct expenses incurred by CONSULTANT in connection with this Agreement.
- 3.02 CONSULTANT shall submit to CLIENT monthly an invoice for fees and expenses due for the services performed hereunder. Payment of such invoices shall be due within fifteen (15) days of the date of the invoice, payable by check and mailed to AMS Planning & Research Corp., PO Box 423, Southport, CT 06490-0423, or other such address upon CONSULTANT'S request.
- 3.03 In the event CLIENT has reason to dispute any invoice, CLIENT shall, within seven (7) days from the date of invoice, notify CONSULTANT, in writing, and specify its reasons for dispute. Any invoice, or any part of any invoice, in regard to which CLIENT has not notified CONSULTANT, in writing, and specified its reasons for dispute, and which remains outstanding in excess of thirty (30) days from the date of invoice shall incur interest at a rate of one and one-half percent (1½%) per month.

ARTICLE 4**COPYRIGHT, REPRODUCTION OF DOCUMENTS AND CONFIDENTIALITY**

- 4.01 All work product in all preliminary and final papers, reports, documents, contracts, specifications, drawings, plans, records, data, computer programs, information in storage or retrieval devices and all other materials which are written, drawn or created by CONSULTANT in connection with the Project shall remain the property of the CONSULTANT; except that the CLIENT shall be granted an unlimited, no-cost use license for use in connection with Project.
- 4.02 CLIENT, its affiliates, subsidiaries, or assigns, may disclose or use for any purpose related to the Project, any Intellectual Property of CONSULTANT without the express written permission of CONSULTANT.
- 4.03 CONSULTANT shall keep for its own use, copies of all preliminary and final papers, reports, documents, contracts, specifications, drawings, plans, records, data, computer programs, information in storage or retrieval devices and all other materials which are written, created or provided in connection with the Project.
- 4.04 CONSULTANT may use data collected in connection with Project for the purposes of internal analysis and consulting provided that the CONSULTANT shall not disclose the source of data or any information that would allow the identification of the data source without the express written permission of the CLIENT.
- 4.05 It is understood that CONSULTANT shall be free to use its general knowledge, skills and experience and any ideas, concepts, know-how, and techniques related to the scope of CONSULTANT'S engagement and used in the course of providing Services for any other purpose.

ARTICLE 5**SUSPENSION OF PROJECT**

- 5.01 CLIENT may suspend, for any reason, all or any part of any services to be performed under this Agreement, by giving fifteen (15) days notice and reason in writing. Upon suspension, CLIENT shall immediately pay to CONSULTANT, subject to the provisions of Article 3, an amount equal to any fees and expenses that are due and payable at the time of suspension.
- 5.02 In the event of resumption of any previously commenced services without alternation to work already done, any compensation previously made shall contribute to the calculation of the total compensation payable under this Agreement. If resumption is after a period of more than two (2) months, parties agree to re-negotiate fees remaining to account for stand-by costs and other necessary adjustments to fee.

- 5.03 In the event any services are suspended for more than two (2) months, either party may, at its sole discretion, terminate this Agreement, which consequential action shall NOT be deemed to be a breach of the Agreement.

ARTICLE 6

TERMINATION, REDUCTION OR ABANDONMENT OF SERVICES

- 6.01 CLIENT or CONSULTANT may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement.
- 6.02 CLIENT may terminate this Agreement, at any time, upon thirty (30) days written notice, to CONSULTANT for any reason whatsoever.
- 6.03 Upon termination, CONSULTANT shall cease all provision of services and no invoice shall be made for services performed after notice of termination except for reasonable activities and costs that may be incurred to wrap-up active work.
- 6.04 Upon termination, for any reason except breach of this agreement by CONSULTANT of this Agreement or a portion of the services covered hereunder, CLIENT shall immediately pay to CONSULTANT, subject to the provisions of Article 3, an amount equal to the fees and expenses that are due and payable at the time of termination.
- 6.05 Termination of this Agreement, or a portion of any services hereunder except for breach of this agreement by CONSULTANT, shall not prejudice or affect the rights or remedies of either CLIENT or CONSULTANT against the other in respect of any breach of the Agreement which occurred before the effective date of termination and shall not prejudice the rights and remedies of CONSULTANT in respect of any sum or sums of money owed or owing from CLIENT.

ARTICLE 7

ACCEPTANCE

- 7.01 CLIENT shall have a period of ten days ("Review Period") following submission of any interim or final memoranda or reports to verify that CONSULTANT's work product conforms with the Scope of Services. If CLIENT notifies CONSULTANT in writing of a failure prior to the expiration of the Review Period, CONSULTANT shall, at its expense, promptly correct such failure, whereupon CLIENT shall receive an additional ten (10) day period ("Final Review Period") commencing with CLIENT's receipt of the revised work product to verify that previously reported failure has been corrected. CLIENT shall provide CONSULTANT with reasonable assistance required by CONSULTANT to verify existence of and to correct a reported failure. CONSULTANT's work product shall be deemed automatically accepted by CLIENT upon expiration of the Review Period unless CLIENT notifies CONSULTANT of a failure as provided above, in which case CONSULTANT's work product shall be deemed automatically accepted upon expiration

of the Final Review Period following completion of the last reported failure ("Acceptance").

ARTICLE 8

INDEPENDENT CONTRACTOR AND SUB-CONSULTANTS

- 8.01 CONSULTANT is, and at all times shall remain as to CLIENT, a wholly independent contractor. Neither CLIENT nor any of its agents shall have control over the conduct of the CONSULTANT. CONSULTANT and its sub-consultants shall not at any time, nor in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CLIENT.
- 8.02 CONSULTANT has the right, at its sole discretion, to retain and use sub-consultants and advisors for specific tasks but shall remain responsible for the work and performance of sub-consultants and advisors.
- 8.03 CLIENT acknowledges that CONSULTANT is in no way responsible for the work of any employee, consultant or other professional not directly retained by CONSULTANT. CLIENT further recognizes that CONSULTANT is not responsible for any delay in performance of its obligations hereunder caused as a result of participation of CLIENT'S employees or consultants.
- 8.04 CONSULTANT shall have no interest and shall not acquire any interest, direct or indirect, in this Project which would conflict in any manner or degree with the performance of CONSULTANT'S services hereunder.

ARTICLE 9

WAIVER

- 9.01 No waiver of any breach in this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in the Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- 9.02 The failure of either CLIENT or CONSULTANT to enforce at any time any provision of the Agreement, or to require at any time performance by the other of any of the provisions, therefore, shall in no way be construed as a waiver of such provisions and not in any way affect the validity of this Agreement or any part hereof.
- 9.03 It is expressly understood and agreed that the acceptance of any sum of money by the CONSULTANT shall not constitute a waiver of any breach of any provision of this Agreement.

ARTICLE 10

DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 10.01 It is expressly understood and agreed that CONSULTANT shall NOT be responsible nor liable for any loss, damage, penalty, or the like, financial or otherwise, caused by:
- (i) failure by any consultant, advisor, architect, contractor, supplier, or any other persons, individuals or firms NOT employed by the CONSULTANT to discharge its contractual obligations; or
 - (ii) any delay, modification, or suspension of the time schedule for performing the services hereunder whether agreed or not agreed with CLIENT, which is NOT the responsibility of CONSULTANT, its agents, or sub-consultants; or
 - (iii) any negligent work carried out by the CLIENT or by any third party other than CONSULTANT, its agents, or sub-consultants, or employees; or
 - (iv) the failure of any person NOT employed or contracted with by CONSULTANT to discharge any legal duty or obligation whatsoever.

ARTICLE 11

NOTICE

- 11.01 Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail addressed, unless and until otherwise notified, as set out herein and said notice shall be deemed to have been served seven (7) days after it is mailed by certified mail and shall be valid and sufficient notice for all purposes. If place of notification is to be changed, parties may do so only after notification of said change is given in the same manner as any other notification.

CLIENT

Lexington Fayette Urban County Government
Attn: Charlie Boland, Mayor's Office
200 East Main Street
Lexington, KY 40507

CONSULTANT

AMS Planning & Research Corp.
2150 Post Road, 4th Floor
Fairfield, CT 06824

ARTICLE 12**ASSIGNMENT**

- 12.01 The terms and conditions of this Agreement are binding to the heirs, successors and assigns of the parties hereto. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 12.02 In the event of an assignment, the assignor shall irrevocably guarantee the due exercise of all of its obligations to the other party against all costs, legal and otherwise, incurred in ensuring that the party to whom the Agreement is assigned complies fully with the terms and conditions of this Agreement.

ARTICLE 13**INTEGRATION**

- 13.01 The terms and conditions of this Agreement and Exhibits A and B and C attached hereto represent the entire Agreement between CLIENT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to the matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties. The headings in this Agreement shall be for clarification only and shall not affect the interpretation or construction of this Agreement.

ARTICLE 14**APPLICABLE LAW AND ARBITRATION**

- 14.01 This Agreement shall be governed in accordance with the laws of the State of Kentucky and for all purposes shall be enforced and performed in accordance therewith. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with the applicable laws, but the remainder of this Agreement shall be in full force and effect.
- 14.02 The parties to this Agreement agree that any matter which cannot be resolved by mutual agreement will be submitted for arbitration.

199-0845

Agreement between AMS Planning & Research Corp. and Lexington Fayette Urban County Government

Draft of 04/08/08

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

CLIENT:

by: _____
its: _____

CONSULTANT: AMS Planning & Research Corp.

by: _____
its: _____

Exhibit A – Scope of Work

1. Situation Analysis – AMS staff will review previous plans and studies relevant to the project including architect drawings, tourism studies, consultant reports, community surveys, mission statements and other documents; the client would be asked to assist in identifying and securing relevant materials for review. An initial kick-off project meeting will be held at this stage with the client to discuss mission, goals, partnership opportunities, and other strategic elements of the proposed renovation.
2. Leadership Interviews – AMS will conduct individual and small group interviews with a selection (approximately 20) of key individuals representing arts and cultural organizations, businesses, educational institutions, the hospitality industry, government staff and elected officials in order to develop an understanding of community issues and context related to the project. We will solicit opinions of these essential “stakeholders” related to issues and opportunities for the Lyric Theater; staff and other stakeholders would be enlisted to assist with identifying leadership interview candidates and with arranging logistics and scheduling for interviews. We will also conduct a public input session (e.g., Town Meeting) if considered appropriate during this stage of the project to ascertain input from members of the public who might not appear on leadership interview lists.
3. Market Analysis – A comprehensive Market Area Assessment will be prepared to more fully explore the potential attendance and visitor base for programs and activities at the venue. We will focus closely on the potential visitor market by looking more in depth at local, regional, and statewide tourism data, visitor profiles, decision factors, sources of information, and so on.
4. User Needs Analysis - AMS will conduct a web-based survey of local and regional arts and cultural organizations to gather data on current audiences and programs, venues utilized, organizational data (financial, management), and needs for facilities (public events, performances, exhibits, etc.). Personal and telephone interviews will be used to ensure a high response rate and verification of data. A critical aspect of the survey's analysis will be assessment of the institutional capacity of prospective users, their ability to attract audiences, their financial situation, and their production capabilities. Attention will be paid to describing programming gaps and opportunities with respect to the potential use of the proposed venue. Interviews will be conducted with representatives of schools and other educational institutions to ascertain interest in utilizing a venue for a range of programs.
5. Competitive Venues & Attractions – AMS will assemble and evaluate data on existing theaters, museums, cultural centers, heritage and other visitor attractions that serve the region, including levels of attendance, marketing and promotion efforts. Data to be gathered will include description of facilities, current programs and activities, current attendance and marketing efforts, operating costs, management and operations structures.
6. Model Case Studies – Comparative studies of a selection of four relevant theaters and cultural centers in the U.S. will be conducted to provide a context for decision-making. In

addition to our own resources, information from relevant national associations will be used to generate comparative program, governance, budget and site information. In selecting sites and programs for study, attention would be paid to size and composition of the market, similarity of mission, local competitive situation, and other factors. Case studies will present information on topics such as facilities and activities (exhibits, programs and outreach), background on development history, capital financing, operating costs, management and operations structures, and organizational factors.

7. **Planning Meeting** – A meeting will be held to review findings of the initial research tasks and to confirm direction for the project, in order to better inform ensuing tasks such as model case studies and financial planning.
8. **Strategic Partnerships** – Detailed research will be conducted with potential partners such as community-based organizations, schools, colleges, civic entities, and so forth. A series of telephone interviews will help determine opportunities for collaboration, program integration, and so on. The consultants will explore mutual opportunities with a focus on activities for identified target markets (e.g., performances, exhibitions, classes, events, films, lectures, trainings, and so on).
9. **Attendance Projections** – Based on the assembled research three scenarios for visitation (best, worst, likely) will be created based on market segments (individual visitors and attenders, school tours, group travelers, individual tourists, primary and secondary market area residents) with allowances for repeat visitation, analyzed separately for each main facet of the project (e.g., performances, exhibits, special events).
10. **Programming & Facility Recommendations** – AMS will offer detailed recommendations on future programming opportunities at the redeveloped Lyric including presentations, promotions, co-promotions, rentals, subscription series, community users, touring artists, and so on, including order-of-magnitude costs for artist fees, production, marketing, and so on. If appropriate we'll also suggest any possible modifications to plans for the redevelopment if warranted from research findings.
11. **Operating Pro Forma** – Based on a preferred scenario, a 5-year operating pro forma will be prepared (based on a stable year of operation, assumed to be the third year after opening) considering potential sources of revenue, with the ability to undergo sensitivity analysis based on variables and assumptions (e.g., explore best, worst, and likely case scenarios). Tasks to be completed will include a review of programs and activities that would take place during a stable year of operation, with allowance made for start-up costs in the initial two years. Operating expenses, including salaries, administrative costs, advertising, utilities, building maintenance and repairs, exhibition and programming costs, insurance, leases, capital reserves, and so on, will be estimated. Earned income from operations (including admissions, parking, facility rentals, gift and food service concessions, exhibition commissions, program fees, memberships, etc.) will be forecast along with net gain/loss. We will provide recommendations on hours of operation, seasonality of operation (if appropriate), staffing levels, marketing and promotional activities. The consultants will also provide a recommended job description for the

199-08
48

Facility Manager, recommendations and strategies for the first year of event bookings, and an implementation timeline.

12. Final Report & Presentation – A final report that documents the planning process and research tasks will be developed. Based on the research described above and input from the Planning Meetings, a draft report will be developed and circulated for review and comment. AMS will incorporate recommendations for next steps in research and planning, potential roles and responsibilities of partnership agencies (as appropriate), and organizational structures for implementing the Plan's goals and objectives. A final on-site presentation will be made.

Draft of 04/08/08

Exhibit B – Tentative Project Timetable

The tentative project timetable commences after official notice to proceed (and/or execution of signed contract) and mutually agreed upon project commencement date for initial site visit. Schedule is premised on on-going assistance from the client with respect to noticing and scheduling of meetings, interviews, timely review of draft materials, and so on.

Situation Analysis (including Start-Up Meeting)	1-2
Leadership Interviews	1-2
Market Analysis	1-3
User Needs Survey	1-4
Competitive Venues and Attractions	2-4
Model Case Studies	3-5
Planning Meeting	5-6
Strategic Partnerships	7-10
Attendance and Visitor Projections	7-10
Programming & Venue Recommendations	7-10
Operating Pro forma	9-11
Final report and presentation	12

199-080

Exhibit C - Fee for Services

Task	Fee
Situation Analysis (including Start-Up Meeting)	\$4,000
Leadership Interviews	\$5,500
Market Analysis	\$2,500
User Needs Survey	\$2,500
Competitive Venues and Attractions	\$2,500
Model Case Studies	\$6,500
Planning Meeting	\$4,000
Strategic Partnerships	\$3,250
Attendance and Visitor Projections	\$3,750
Programming & Venue Recommendations	\$2,500
Operating Pro forma	\$6,500
Final report and presentation	\$5,500

Services will be billed on a monthly basis according to task progress. Expenses will be billed as incurred at cost for travel, accommodations, courier service, telephone, and other standard direct costs (estimated at 15% of professional fees).



220-6851

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT
Division of Engineering

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: James R. Wray
Engineering Technician Principal

Date: April 9, 2008

Re: Resolution Authorizing Acceptance of Deed
Project No. 348 - North Elkhorn Force Main

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for the acquisition of the property at 1651 Old Paris Road. The deed will be from Ms. Lurelene Thompson, Ms. Annetta Lane, and Mr. Ralph E. Lane at a cost of \$17,000.00 for the acquisition of the entire property. The purpose of the acquisition is for the sanitary sewer placement required on the North Elkhorn Force Main project.

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. Rodney Chervus, P.E. Keith Horn Yvonne Stone File

08.P348.406.blue1651oldparis

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207-08 52

Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources

TO: Mayor Jim Newberry
Senior Advisor Joe Kelly
Council Members

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: April 9, 2008

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

The attached action amends Section 21-5 of the Code of Ordinances, abolishing four (4) positions of Electrical Instrumentation Tec. (Grade 113N) and creating four (4) positions of Electrician (Grade 114N); and reclassifying the incumbents within the Division of Water and Air Quality, effective retroactive to September 3, 2007, and abolishing one (1) position of Electrical Instrumentation Tec (Grade 113N) and creating one (1) position of Electrician (Grade 114N) and reclassifying the incumbent effective upon passage of Council.

The Division requests this action as a result of the increase in duties and technology in the day-to-day operations at the Treatment Plant. This technology has created larger and more complex assignments in designing, implementing and installing Programmable Logic Computer Programs for various projects and in existing equipment. The position also requires the ability to plan and schedule electrical and electronic maintenance and repair of equipment to provide minimum interruption to plant process.

Based on staff analysis, which includes whole job rank, factor comparison and review by the Mercer Job Evaluation Committee, it is recommended that these positions be classified as stated above.

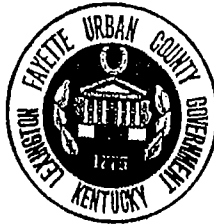
The fiscal impact for FY2008 (21 pay periods, 4 positions) will be \$16,040.57 plus \$402.09 (3 pay periods, 1 position) for a total of \$16,442.66 will be funded using Personnel Contingency account. All costs include benefits.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Robert Smith	Electrician	\$49,674.56	\$54,181.92	\$4,507.36
Dallas Taylor	Electrician	\$45,454.24	\$48,636.64	\$3,182.40
Thomas Wathen	Electrician	\$50,352.64	\$54,181.92	\$3,829.28
William Morris	Electrician	\$49,674.56	\$54,181.92	\$4,507.36
Jonathan Cole	Electrician	\$40,181.44	\$42,993.60	\$2,812.16
Total Annual Impact with benefits				

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

Attachment
DF

cc: Cheryl Taylor, Commissioner, Department of Environmental Quality
Charles Martin, Director, Division of Water and Air Quality
Darrylyn Combs, Human Resources Manager, Division of Human Resources
Jim Dodson, Human Resources Analyst, Division of Human Resources
Log # 07-1067

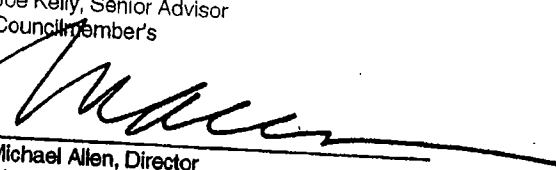


208-08 53

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: April 9, 2008

RE: **Reclassification position – Division of Water and Air Quality**

The attached action amends Section 21-5 of the Code of Ordinances, abolishing one (1) position of Director Water and Air Quality (Grade 122E), and creating one position of Director Water Quality (Grade 123E) and reclassifying the incumbent effective upon passage of Council.

The Division requests this action due to the fact that the duties of the Director of the new Division of Water and Air Quality (formerly the Division of Sanitary Sewers) were expanded significantly. The staff and duties for the storm-water management program have been assigned to the Division. The Director of the Division is responsible for the implementation of the millions of dollars in projects and programs which were negotiated in the Consent Decree with the U.S. Environmental Protection Agency and the Kentucky Environmental & Public Protection Cabinet in regard to remedial measures involving both LFUCG's sanitary sewer and storm water systems.

The fiscal impact for FY2008 is \$1,767.08. (4 pay periods). Funding for the position will originate from the Divisions Personnel contingency fund.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Charlie Martin	Director Water Quality	\$92,691.04	\$101,960.04	\$9,269.00

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

Attachment

cc: Cheryl A. Taylor, Commissioner, Department of Environmental Quality
Charles Martin, Director-Division of Water and Air Quality
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

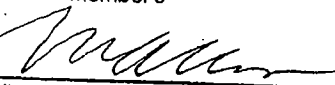
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209-08 54

Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources

TO: Mayor Jim Newberry
Senior Advisor Joe Kelly
Council Member's

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: January 30, 2008

RE: Corporate Wellness Program Agreement—YMCA

The attached action renews LFUCG's agreement with the YMCA for our Corporate Wellness Program. This agreement covers the period beginning January 1, 2008 and ending December 31, 2008.

The YMCA will provide a discounted rate for all eligible LFUCG employees for all Adult (Single) and Household (Family) memberships at the following rates:

Rates			
Beaumont Adult (Age 19 and over)	\$31.20	\$15.20	\$16.00
Beaumont Household*	\$46.80	\$22.80	\$24.00
Beaumont Senior	\$26.65	\$10.65	\$16.00
High Adult (Age 19 and over)	\$26.65	\$10.65	\$16.00
High Household*	\$39.65	\$15.65	\$24.00
High Senior	\$22.75	\$8.75	\$16.00
North Adult (Age 19 and over)	\$23.40	\$7.40	\$16.00
North Household*	\$35.10	\$11.10	\$24.00
North Senior	\$20.15	\$4.15	\$16.00
City Wide Adult (Age 19 and over)	\$33.15	\$17.15	\$16.00
City Wide Household*	\$49.40	\$25.40	\$24.00
City Wide Senior	\$28.60	\$12.60	\$16.00

*Up to 2 adults & all tax dependent children

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

Attachment

DHF

cc: Alice Phillips, Human Resources Manager, Division of Human Resources

Log # 08-0089



210-08 55

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: APRIL 14, 2008

SUBJECT: REQUEST AUTHORIZATION TO SUBMIT AN APPLICATION TO THE
KENTUCKY DEPARTMENT FOR JUVENILE JUSTICE TO PROVIDE DAY
TREATMENT SERVICES AND INTENSIVE COMMUNITY SERVICES
PROGRAM IN THE DIVISION OF YOUTH SERVICES FOR FY 2009-2010

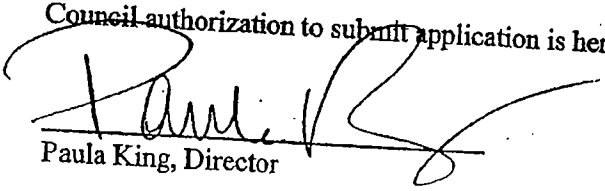
An application has been prepared for submission to the Kentucky Department for Juvenile Justice for the operation of the Day Treatment Program for school-age adolescents and for operation of the Intensive Community Services program in the Division of Youth Services for fiscal years 2009 and 2010.

Day Treatment is a community-based treatment program for juveniles between the ages of 12 and 17. The program mission is to treat delinquent youth in their home community, hereby preventing institutionalization, and to keep predelinquent youth out of the juvenile justice system. Components of the program include education (provided by Fayette County Public Schools), counseling, and social work services. The Intensive Community Services program provides individually tailored services designed to promote long-term behavioral change.

The anticipated amount of state funds for Day Treatment is \$153,717 for FY 2009 and \$153,717 for FY 2010. The anticipated amount of state funds for the Intensive Community Services program for each fiscal year is \$75,000. If approved, \$324,920 has been requested in the FY 2009 General Fund budget for program operation.


The funds are used for salaries and operating costs associated with the program.

Council authorization to submit application is hereby requested.


Paula King, Director

Xc: Marlene Helm, Commissioner of the Department of Social Services

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217-08 56

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Social Services

MEMORANDUM

To: Mayor Jim Newberry
Members of the Council
Joe Kelly, Sr. Advisor for Management

FROM: Marlene Helm
Marlene Helm, Commissioner

DATE: April 14, 2008

SUBJECT: Donations for Aging Services

I am requesting approval to accept a donation of \$2,000 from National City Corporation and a donation of \$1,000 from M&M Sanitation. These donations are for expenses incurred for the 2008 Senior Intern Program. The Senior Intern Program is a week-long program that takes approximately 45 Seniors to various Departments and Divisions within the Urban County Government and culminates with a banquet at the end of the week.

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212-08

57

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

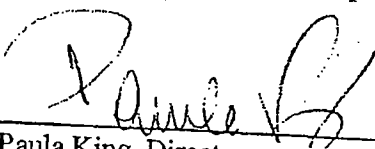
DATE: APRIL 15, 2008

SUBJECT REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
THE KENTUCKY TRANSPORTATION CABINET FOR THE TOWN
BRANCH TRAIL -PHASE III-FY 2008

The Urban County Council approved the submission of a grant application to the Kentucky Transportation Cabinet on March 8, 2007 (Resolution No. 99-2007), requesting federal funds for the construction of Town Branch Trail Phase III. The Kentucky Transportation Cabinet has awarded the LFUCG \$650,000 in federal funds for this project. This phase of Town Branch Trail will include the development of a 1.05 mile trail section that will originate from McConnell Springs Park along the Town Branch of Elkhorn Creek.

The source of federal funds (\$650,000) is the Transportation Enhancement Program, a required set-aside from the Surface Transportation Program, authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in the U.S. Department of Transportation. A 20% local match is required. Match in the amount of \$247,950 will come from (1) the value of land already owned by the LFUCG that will be used for the project (\$202,950), (2) \$20,000 from Town Branch Trail, Inc., a private, nonprofit organization whose mission is to facilitate the creation of a multi-use greenway trail associated with the historic Town Branch of the Elkhorn, and (3) \$25,000 in environmental and cultural resource services from AMEC Earth & Environmental, Inc.. Total project cost is \$897,950.

Council authorization to accept the award is hereby requested.

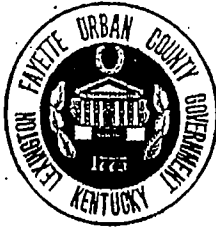

Paula King, Director

Xc: Don Kelly, Commissioner, Department of Public Works and Development

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213-08 58

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

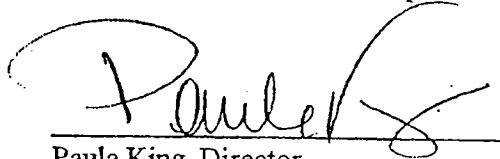
DATE: APRIL 15, 2008

SUBJECT REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
THE KENTUCKY TRANSPORTATION CABINET FOR COLDSTREAM
PARK TRAIL—FY 2008

The Urban County Council approved the submission of a grant application to the Kentucky Transportation Cabinet on March 8, 2007 (Resolution No. 99-2007), requesting federal funds for the construction of Coldstream Park Trail. The Kentucky Transportation Cabinet has awarded the LFUCG \$700,000 in federal funds for this project. The purpose of this project is to construct 1.4 miles of a bicycle/pedestrian trail through LFUCG's Coldstream Park to complete a portion of the 22 mile north-south corridor trail that will extend from the KY Horse Park, through downtown Lexington to southern Fayette County.

The source of federal funds (\$700,000) is the Transportation Enhancement Program, a required set-aside from the Surface Transportation Program, authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in the U.S. Department of Transportation. A 20% local match is required. Match in the amount of \$176,125 will come from the value of land that will be used for the project. This land is owned by the University of Kentucky which has made a commitment to donate an easement for the project. Total project cost is \$876,125.

Council authorization to accept the award is hereby requested.


Paula King, Director

Xc: Don Kelly, Commissioner, Department of Public Works and Development

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215-08 59

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: APRIL 15, 2008

SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1 TO CONTRACT WITH THE ALLEN CO., INC., FOR THE WELLINGTON BIKE AND PEDESTRIAN FACILITY PROJECT

On September 13, 2007 (Resolution No. 436-2007) Council accepted bid of The Allen Co., Inc., in the amount of \$168,383.00, for the Wellington Bike and Pedestrian Facility Project.

The Division of Engineering has negotiated Change Order No. 1 (final), adjusting material quantities, with a net decrease of \$25,137.55 reducing the final cost to \$143,245.45.

Council authorization to execute Change Order No. 1 to Contract with The Allen Company, Inc. for construction of the Wellington Bike and Pedestrian Facility is hereby requested.

Paula King, Director

Xc: Don Kelly, Commissioner, Department of Public Works and Development

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219-08 60

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT
Division of Engineering

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

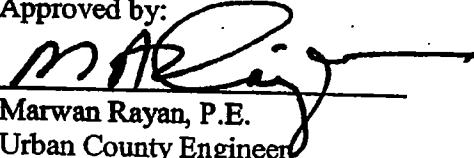
From: Philip D. Overstreet
Associate Engineering Technician Principal 


Date: April 15, 2008

Re: Resolution Authorizing Acceptance of Deed
Project No: 467 - Cadentown Sanitary Sewer Project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for a permanent sanitary sewer easement and a temporary construction easement for the Cadentown Sanitary Sewer Project. The deed will be from James & Marcia B. Chism at no cost for the acquisition of 697 square feet of permanent sanitary sewer easement and 1176 square feet of temporary construction easement on the property located at 3077 Todds Rd.

Approved by:


Marwan Rayan, P.E.
Urban County Engineer


Don C. Kelly, P.E.
Commissioner, Department of Public Works and Development

PDO:MR:DK

c: Robert Bayert, P.E.
Bill Bowie, P.E., L.S.
Barbara Sledd

Glenda George
Yvonne Stone
File

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214-08 61

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: APRIL 15, 2008

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
THE KENTUCKY TRANSPORTATION CABINET FOR THE
NEWTOWN PIKE LANDSCAPING PROJECT—FY 2008**

The Urban County Council approved the submission of a grant application to the Kentucky Transportation Cabinet on March 8, 2007 (Resolution No. 99-2007), requesting federal funds for the Newtown Pike Landscaping Project. The Kentucky Transportation Cabinet has awarded the LFUCG \$208,000 in federal funds for this project which will enhance the corridor via landscaping and stone fence repair and construction from Main Street north to Iron Works Pike, giving special landscaping treatment to the I-75/Newtown Pike intersection. Approximately 950 trees will be planted and over 1000 linear feet of fence will be constructed or repaired.

The source of federal funds (\$208,000) is the Transportation Enhancement Program, a required set-aside from the Surface Transportation Program, authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in the U.S. Department of Transportation. A 20% local match of \$52,000 is required. This match will come from the 2008 General Fund Budget in the Council Office. Total project cost is \$260,000.

Council authorization to accept the award is hereby requested.


Paula King, Director

Xc: Rebecca Langston, Council Administrator

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FAWPS\NHCD\GRANTS\FEDERAL\US DEPT OF TRANSPORTATION\NEWTON PIKE LANDSCAPING\8-000.doc



216-08⁶²

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

TO: MAYOR JIM NEWBERRY
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

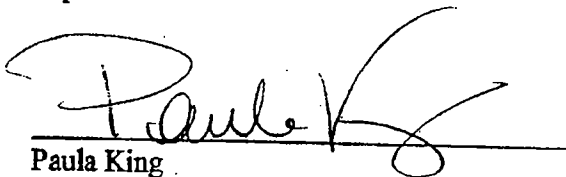
DATE: APRIL 15, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION FOR MAYOR TO SIGN
SUBORDINATION AGREEMENT FOR PROPERTY AT 560 EAST
THIRD STREET FOR COMMUNITY VENTURES PROPERTIES, LLC

Resolution 568-2002 authorized an agreement between the Lexington Fayette Urban County Government and Community Ventures Corporation, Inc. for \$1,486,101 for the construction of a multipurpose facility by a nonprofit community organization through which educational and economic programs and services will be delivered to children and their families residing in the Lexington-Fayette Northend Neighborhoods. The agreement also provided the agency provide a deferred mortgage to ensure the property be used for the intended purpose for ten years from the date the programs became operational.

Community Ventures Corporation has requested the government approve the transfer of the property to Community Ventures Properties, LLC, a subsidiary of Community Ventures Corporation, and to execute a subordination agreement for the current mortgage to the new mortgage lender Republic Bank and Trust Company.

Council authorization to approve the transfer and to execute the subordination agreement is requested.



Paula King
Director

Cc: Kyna Koch, Commissioner of Finance and Administration

HORSE CAPITAL OF THE WORLD

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



216-08⁶³

SUBORDINATION OF MORTGAGE

This subordination of mortgage is entered into by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, Community Ventures Properties, LLC (previously named Community Ventures Corporation) and Republic Bank and Trust Company on this _____ day of _____, 2008.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLARS & 00/100 (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, the owner and holder of a certain mortgage dated August 17, 2004, to secure the indebtedness and obligations described in said mortgage, recorded in Mortgage Book 5022, at Page 339, in the office of the Fayette County Clerk, hereby covenants and agrees that the lien of said mortgage on the subject property, more particularly described as follows:

See Exhibit "A" attached hereto

is and shall be forever subject, subordinate and inferior to that certain mortgage in favor of Republic Bank and Trust Company, given by Community Ventures Properties, LLC dated _____, in the original principal amount not to exceed \$800,000, and of record in Mortgage Book _____, at Page _____, in the Fayette County Clerk's Office.

This subordination agreement is entered into because the property will be used as collateral for New Market Tax Credits.

IN WITNESS WHEREOF, the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT has caused this instrument to be signed by its duly authorized agent on the date first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Name: **Jim Newberry**

Title: **Mayor**

STATE OF KENTUCKY

SS:

COUNTY OF FAYETTE

The foregoing Subordination of Mortgage was subscribed, sworn to and acknowledged before me this 11th day of April 2008, by **Jim Newberry** as **Mayor** of the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, for and on behalf of that entity.

NOTARY PUBLIC

My commission expires: _____

216-08⁶⁴

Borrower Signature

STATE OF KENTUCKY
SS:
COUNTY OF FAYETTE

The foregoing Subordination of Mortgage was subscribed, sworn to and acknowledged before
me this _____ day of _____, 2008, by _____
_____.

NOTARY PUBLIC

My commission expires: _____

Lender: _____

By: _____
Signature

Name: _____

Title: _____

Prepared By: Vicky E. Rauth

Signature

Name of Preparer

Vicky E. Rauth, Vice President

Company

Republic Bank & Trust Company

Company Address

2401 Harrodsburg Road

Lexington, Kentucky 40504

EXHIBIT A

560 East Third Street

Being all of Parcels 3, 4, 5, 6 and 7 of the Consolidation Record Plat of Frances M. Laval, Laval Cleaner, Inc. of record in Plat Cabinet A, Page 462 (formerly Plat Cabinet 26, Page 45), in the Fayette County Court Clerk's Office. The metes and bounds description for the above property, headed Tract No. 1 - Tract No. 5, in that Deed dated March 27, 1997, and of record in Deed Book 1904, Page 192, is incorporated herein by reference; the improvements thereon being known and designated as 560-570 East Third Street.

Being the same property conveyed by Frankie Lee Clem and Ada Mae Clem, husband and wife, to Community Ventures Corporation, a Kentucky nonprofit corporation, by deed dated February 6, 2003, and recorded in Deed Book 2340, Page 539, in the Office of the Fayette County Clerk.

There is excepted from the aforementioned described tract that portion of said property hereinafter described, to wit:

Beginning 6.50 feet right of East Third Street Station 45+19.50; thence South 54 degrees 31 minutes 10 seconds east, 209.50 feet to a point 6.50 feet right of East Third Street Station 47+29.00; thence north 55 degrees 3 minutes 59 seconds west, 110.00 feet to a point 7.55 feet right East Third Street Station 46+19.50; thence north 55 degrees 3 minutes 48 seconds west, 49.50 feet to a point 8.50 feet right of East Third Street Station 8.02 feet 45+69.50; thence north 55 degrees 4 minutes 10 seconds west, 50.00 feet to a point 8.50 feet right of East Third Street Station 45+19.50; thence north 35 degrees 28 minutes 47 seconds east, 2.00 feet to point of beginning. The above described Parcel contains 0.005 acres or 209 square feet of which 00 acres are existing right of way.

Being the same property conveyed by the Whittaker Community Development Corporation to the Commonwealth of Kentucky for the use and benefit of the Department of Transportation by deed dated June 17, 1975, and recorded in Deed Book 1128, Page 707, in the Office of the Fayette County Clerk.

277 Midland Avenue

Parcel I:

All that tract or parcel of land with improvements thereon known as 572 East Third Street, in the City of Lexington, Fayette County, Kentucky, and being more particularly described as follows, to-wit:

Beginning at a point in the south property line of East Third Street, corner to lot of the Fayette Home Telephone Company; thence in a westerly direction along said street 35 feet to a point and corner to Shields; thence in a southerly direction with Shields 144 ½ feet to a point which is measured at right angles from the center of the main tract of the L & N Railway; thence in an easterly direction 52 feet to a point 75 feet from the center of said railway tract and corner to said Telephone Company's lot; thence in a northerly direction along the of said Telephone Company 108 feet to the point of beginning; and

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Parcel II

Beginning at a point in the south property line of East Third Street, which is seventy-five (75) feet, measured at right angles, from the center line of the main tract of the Louisville and Nashville Railroad Company (formerly the Lexington and Eastern Railway); thence westwardly along the south property line of East Third Street a distance of one hundred and six (106) feet to the corner of the property of John Powell; thence in a southerly direction along the line of the Powell property a distance of one hundred and eight (108) feet to a point which is seventy-five (75) feet, measured at right angles, from the center line of the main track of the L. & N. R.R.; thence in an easterly direction one hundred and fifty-three and on-half (153 ½) feet to the point of beginning;

Being the same property conveyed by Hubert McGaughey and Elaine McGaughey, husband and wife, to Community Ventures Corporation, a Kentucky nonprofit Corporation, by Deed dated January 8, 2003, of record in Deed Book 2334, Page 661, in the Office of the Clerk of the Fayette County Court.

The aforementioned Parcel I and Parcel II are described more particularly on that certain Retracement Survey prepared by Oscar N. Drury, P.L.S. dated November 20, 2002, as follows:

Beginning at a mag nail set with tag marked (2020) at the intersection of the North Right of Way line of Midland Avenue and the West Right of Way line of East Third Street, said point being 81 feet left of station 26+53.96 of Kentucky Department of Transportation Project, Number T-3003 Midland Avenue; THENCE South 81 degrees 01 minutes 28 seconds West for a distance of 206.698 feet along the North Right of Way line of Midland Avenue to a five-eighths inch by eighteen inch rebar pin set with plastic cap marked 2020, at the common corner of Frankie Lee and Ada Mae Clem property, being recorded in Deed Book 2177 Page 508 and Plat Cabinet A Slide 462; THENCE North 36 degrees 02 minutes 27 seconds East for a distance of 145.349 feet leaving said Right of Way and with the line of Clem, to a three fourths inch rebar pin found, at the West Right of line of East Third Street; THENCE South 54 degrees 17 minutes 33 seconds East for a distance of 146.119 feet along West Right of Way of East Third Street to the point of beginning; said property containing 0.244 acres more or less.