

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
November 17, 2008 through November 24, 2008**

Monday, November 17

Human Rights Commission Community Relations Meeting.....4:30 pm
Conference Room- 5th Floor Government Center

LFUCG Parks Advisory Board Meeting.....4:30 pm
Picadome Administrative Offices, 469 Parkway Dr

Human Rights Commission Monthly Meeting.....5:30 pm
Conference Room-5th Floor Government Center

Tuesday, November 18

CIP/Bonding Meeting.....10:00 am
Conference Room B-4th Floor Public Library, 140 E. Main St

Mobile Home Quality of Life Committee Meeting.....11:30 am
Council Caucus Room-2nd Floor Government Center

Corridors Committee Meeting.....11:30 am
Conference Room-5th Floor Government Center

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

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

Newtown Pike Update Council Workshop.....5:00 pm
Conference Room-5th Floor Government Center

Wednesday, November 19

Exaction Credit Committee Meeting Meeting.....9:00 am
Conference Room-9th Floor Government Center

Greenspace Trust Meeting.....3:00 pm
Coldstream Park

Town & Gown Commission Meeting.....4:00 pm
Maxwell St Presbyterian Church, 180 E. Maxwell St

Thursday, November 20

Commission on Lending Practices Meeting.....4:30 pm
Conference Room-10th Floor Government Center

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

Friday, November 21

No Meetings Scheduled

Monday, November 24

Police & Fire Pension Fund Task Force Meeting.....3:00 pm
Commerce Lexington, 330 E Main St, Suite 100

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

November 18, 2008

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, November 11, 2008, pp. 5-9**
- IV. Budget Amendments – Yes, pp.10-16**
- V. New Business, pp.18-52**
- VI. Continuing Business / Presentations**
 - A. Intergovernmental Committee Update, pp.53-55**
 - B. Stormwater Management Fee Implementation
Cheryl Taylor, Commissioner of Environmental Quality**
 - C. LexTran Presentation-Mr. Rocky Burke, GM LexTran**
- VII. Council Report**
- VII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Approve Thomson West as Vendor for the Department of Law for Legal Publication and On-Line Research. (618-08) (Sledd/Askew)
This request will authorize Thomson West as vendor in the amount of \$50,000 for continuation of legal publications and Westlaw. Funds are budgeted.**p.19**
- B. Authorization to Submit Application to Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Police, under the Law Enforcement Protection Program – FY2009. (617-08) (P. King/ Bennett)
This request will authorize the submission of an application for funds in the amount of \$16,400 to Kentucky Office of Homeland Security on behalf of the Division of Police under the Law Enforcement Protection Program. Funds will be used to purchase sixteen (16) TASERs for police Lieutenants. No matching funds are required.**p.20**
- C. Authorization of a Biometrics Maintenance and Support Agreement with Motorola, Inc. on Behalf of the Department of Public Safety, Division of Police, Regarding the LiveScan Portable Station (LSS-P). (625-08) (Bastin/Bennett)
This request will authorize a Biometrics Maintenance and Support Agreement in the amount of \$2,217 with Motorola, Inc. on behalf of the Division of Police for service to the LSS-P. This agreement is from November 1, 2008 through October 31, 2009. Funds are budgeted.**p.21**
- D. Authorization of an Agreement with the Young Men's Christian Association (YMCA) of Central Kentucky, Inc. to Participate in the 21st Century Community Learning Center Program. (623-08) (P. King/Helm)
This request will authorize the acceptance of an award of \$1,500 in federal funds from the Kentucky Department of Education. Funds will pay for contractual services to be provided by the YMCA for programming at the Gainesway Empowerment Center and Tates Creek Elementary School implementing / operating four (4) Family Nights. No matching funds are required.**p.22**
- E. Authorization to Submit an Application to the US Department of Health and Human Services on Behalf of the Department of Social Services, Family Care Center's Children's Clinic, for the Continuation of the Healthy Tomorrows Project – FY2009 (627-08) (P. King/Helm)
This request will authorize the submission of an application for federal funds in the approximate amount of \$50,000 from the US Department of Health and Human Services on behalf of the Family Care Center's Children's Clinic to continue the Health Tomorrows Project for the 5th year. This project serves

approximately 4,000 children at or below 200% poverty level with most being below the 150% poverty level. Funds will be used to support an Eligibility Counselor and operating costs. The total cost is \$58,500. A cash match in the amount of \$8,500 will be requested in the FY2010 General Fund Budget.**p.23**

F. Authorization to Amend Resolution No. 510-2008 to Restrict Automobile Traffic Year-Round on Cheapside Street. (619-08) (Boland/Kelly)

This request will authorize an amendment to Resolution No. 510-2008 regarding the temporary restriction of automobile traffic. This amendment will restrict year-round automobile traffic on Cheapside Street to continue space as a gathering area. The appropriate divisions of government and utility companies have reported no concerns with the restriction.**pp.24-25**

G. Authorization of a Rental Agreement for the Bluegrass Ballrooms and Thoroughbred Rooms with the Lexington Center Corporation for the 2009 Minority Business Expo and Conference. (622-08) (Wright/Kelly)

This request will authorize a Rental Agreement for the Bluegrass Ballrooms and Thoroughbred Rooms in the amount of \$6,075 with the Lexington Center Corporation on behalf of the 2009 Minority Business Expo and Conference to be held August 5 – 6, 2009. The leased space and other incidental charges will be paid by event sponsors. There is no budgetary impact to LFUCG.**p.26**

H. Authorization of a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc. (628-08) (Wright/Kelly)

This request will authorize a PSA with Commerce Lexington, Inc. in the amount of \$513,000 to support economic development activities and initiatives. Funds are budgeted.**p.27**

I. Authorization for an Amended Deed of Easement – Sanitary Sewer with the Jessamine-South Elkhorn Water District (JSEWD) on Behalf of the Department of Environmental Quality, Division of Water Quality. (620-08) (Martin/Taylor)

This request will authorize an Amended Deed of Easement – Sanitary Sewer, with JSEWD for payment of \$1 by JSEWD on behalf of the Division of Water Quality regarding the West Hickman Wastewater Treatment Plant (WWTP). This amended deed is due to a change of the alignment on the West Hickman WWTP property.**p.28**

J. Authorization of a Site Specific Agreement with the Jessamine-South Elkhorn Water District (JSEWD) and Collins Ford of Lexington LLC, on Behalf of the Department of Environmental Quality, Division of Water Quality. (621-08) (Martin/Taylor)

This request will authorize a Site Specific Agreement with JSEWD and Collins Ford of Lexington LLC on behalf of the Division of Water Quality to allow sanitary sewer service to Collins Ford Lexington development owned by Collins Ford of Lexington LLC. This agreement will provide the development with a maximum average of 21,200 gallons per day of wastewater treatment capacity for sewage discharge to the West Hickman Wastewater Treatment Plant. Agreements with

Northern Jessamine County require sanitary sewer and stormwater facilities to be constructed in accordance with LFUCG standards. Collins Ford of Lexington LLC will be responsible for all LFUCG sewer connection fees, sewer user fees and administrative fees under this agreement.**p.29**

- K. Authorization to Approve the Temporary Housing Occupant Agreement Format for Use Between LFUCG and Displaced Residents of the Newtown Pike Extension Project Mitigation Area and Approve the Mayor to Sign Agreements as Needed. (624-08) (Rayan/ Webb)

This request will authorize the approval of the Temporary Housing Occupant Agreement format to be used between LFUCG and displaced residents of the Newtown Pike Extension Project Mitigation Area requiring temporary housing, and approve the Mayor to sign the agreements as needed.**pp.30-40**

- L. Authorization of Amendment No. 2 to Engineering Services Agreement with CDP Engineers, Inc. Regarding the West Hickman Trail Project. (626-08) (P. King/Webb)

This request will authorize an Amendment No. 2 to the Engineering Services Agreement for an increase of federal funds in an amount not to exceed \$12,950 with CDP Engineers, Inc. for additional design modifications regarding the West Hickman Trail Project. Agreement amount was \$89,550. Previous amendment was \$35,750. New contract total is \$138,250. The source of federal funds is the Surface Transportation Lexington Program.**pp.41-43**

- M. *Authorization to Approve Proposed Ordinance Regarding the Stormwater Service Charges and Fees to be Effective April 1, 2009. (629-08) (Taylor)

This request will authorize an ordinance for Stormwater Service Charges and Fees effective April 1, 2009. This proposed ordinance is in response to the requirements of the Federal Consent Decree.**pp.44-52**

- N. Authorization to Approve the Phoenix Park / Courthouse District Tax Increment Financing (TIF) and the Lexington Distillery District TIF. (630-08) (Askew)

This request will authorize the approval of ordinances for the development of Phoenix Park / Courthouse District and the Lexington Distillery District, outline projects to be funded by increment taxes, establish the required tax increment fund and approve Local Development Participation Agreement and Development Plan required by statute.**p.53**

URBAN COUNTY COUNCIL

WORK SESSION SUMMARY

November 11, 2008

Mayor Newberry chaired the meeting, calling it to order at 3:00pm. All Council Members were in attendance except CMs James, Myers, McChord, and VM Gray.

- I. Public Comment – Issues on Agenda-None
- II. Requested Rezoning/Docket Approval - None
- III. Approval of Summary-Yes, October 28, 2008

A motion by CM Stevens to approve the summary 10/28/08, seconded by CM Ellinger, passed without dissent.

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

- A. Authorization to Accept Innovations in American Government Award and Innovation from Harvard University on Behalf of the Department of Public Safety, Division of Police, under the Advance Language Program – FY2009. (596-08) (P. King/Bennett)
- B. Authorization to Renew Services Agreement with Siemens Building Technologies, Inc. on Behalf of the Department of Public Safety, Division of Community Corrections. (602-08) (Bishop/Bennett)
- C. Authorization to Accept an Award from the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Fire and Emergency Services, under the 2008 State Homeland Security Grant Program. (603-08) (King/Bennett)
- D. Authorization to Accept Award from the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Police, under the 2008 State Homeland Security Grant Program. (605-08) (P. King/Bennett)
- E. Authorization to Submit Grant Application to the Commission on Fire Protection, Personnel, Standards, and Education on Behalf of the

Department of Public Safety, Division of Fire and Emergency Services, for Health and Wellness Equipment. (606-08) (P. King/Bennett)

- F. Authorization of Agreements with the Board of Education of Fayette County, Kentucky, and the University of Kentucky Research Foundation for Participation in the 21st Century Community Learning Center Program. (607-08) P. King/Bennett)
- G. Authorization to Accept an Award from the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Police, under the 2008 State Homeland Security Grant Program. (610-08) (P. King/Bennett)
- H. Authorization to Accept an Award from the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Police, under the 2008 State Homeland Security Grant Program. (611-08) (P. King/Bennett)
- I. Authorization of an Agreement with the Board of Education of Fayette County, Kentucky, Regarding the Anti-Gang Juvenile Program under the 2007 Anti-Gang Initiative Program. (612-08) (P. King/Bennett)
- J. Authorization of an Amendment No. 1 to Grant Agreement with Belcan Engineering Group, Inc., the Cabinet for Economic Development, the State Property and Buildings Commission, and LFUCG. (595-08) (Wright/Kelly)
- K. Authorization of a Rental Agreement for Rupp Arena with Lexington Center Corporation on Behalf of the Mayor's Office, Special Events, for the 2008 Kentucky Christmas Chorus. (601-08) (Ebel/Kelly)
- L. Authorization of a Rental Agreement for the Heritage Hall with the Lexington Center Corporation on Behalf of the Mayor's Office, Special Events, for the 2009 Martin Luther King, Jr. Holiday Memorial Program. (604-08) (Ebel/Kelly)
- M. Authorization of Enhancement No. 2 to Website Redesign Agreement with Vision Internet Providers, Inc. (597-08) (Dhuwaraha)
- N. Authorization to Award Consulting Services to Gershman Brickner & Bratton, Inc. on Behalf of the Department of Environmental Quality, Division of Waste Management. (571-08) (Feese/Taylor)
- O. Authorization of Change Order No. 2 to Contract with Arnold Dugan and Meyers on Behalf of the Department of Environmental Quality, Division of Water Quality, Regarding the West Hickman Wastewater Treatment Plant (WWTP) Screw Pump Replacement Project – Phase II. (598-08) (Martin/Taylor)

- P. Authorization of a Wireline Crossing Agreement with RJ Corman Railroad / Central Kentucky Lines on Behalf of the Department of Environmental Quality, Division of Water Quality, Regarding Discharge of Wastewater from Mystery Spring into the Town Branch. (599-08) (Martin/Taylor)
- Q. Authorization of a Site Specific Agreement with Jessamine South-Elkhorn Water District (JSEWD) and White / Reach Brannon Roads, LLC (White / Reach LLC) on Behalf of the Division of Water Quality. (609-08) (Martin/Taylor)
- R. Authorization to Accept a Donation from Friends of McConnell Springs on Behalf of the Department of General Services, Division of Parks and Recreation for McConnell Springs. (600-08) (Hancock/Cole)
- S. Authorization of Amendment to Resolution No. 511-2007 to Increase Amount for the Office of the Coroner. (616-08) (Koch)
- T. Authorization of a Rental Agreement for the Opera House with the Lexington Center Corporation on Behalf of the Department of General Services, Division of Parks and Recreation Regarding the Kiddie Kapers Program. (613-08) (Hancock/Cole)
- U. Authorization of a 2008 Standard Engagement Agreement under the Park Bench Sculpture Project on Behalf of General Services, Division of Parks and Recreation. (614-08) (P. King/Cole)

A motion by CM Beard to approve new business items A-U, seconded by CM Gorton, passed without dissent.

VI. Continuing Business/Presentations

A. Budget & Finance Committee

This update was given by CM Dr. Stevens. CM Blevins stated that he was given the task of reviewing the finance budget sheet and there will be a meeting on 11/25/08 at 9:30-11:30 am in the 5th floor Conference Room of the Govt. Center.

B. ENERGY STAR® Recognition-Cheryl Taylor-Commissioner, Environmental Quality

The introduction of this presentation was done by Susan Bush, LFUCG Dir. of the Div. of Environmental Policy. The award was given to 2 local businesses for their leadership in energy conservation and environmental stewardship. John Davies, Dir. of KY Div. Energy Efficiency and Conservation presented the awards to representatives of Marriott Courtyard of Lexington North and Ross Tarrant office building.

C. LFUCG WEG Update-Penny Ebel, Special Events-Office of the Mayor

This update was given by Penny Ebel. Mayor Newberry expressed thanks to Ms. Ebel was taking on the job duties of 2 positions for the past year.

D. Lexington Center Corporation & University of Kentucky
 Mr. Bill Owen, President & Executive Director Lexington Center Corp.
 Mr. Steve Kay, Roberts & Kay Inc.
 Representatives from HKS Architects, Dallas TX

This presentation was made by Bill Owen, Pres. & Exec. Dir. Lexington Center Corp. and Mitch Barnhart, UK Athletics Dir. They stated that this project would be no expense to Lexington taxpayers.

VII. Council Report

CM Gorton-Wished all veterans a happy Veteran's Day; announced that there would be a Veteran's Day celebration tonight at 7 pm at Anchor Baptist Church at 3601 Winthrop Dr.

VM Gray is present.

CM Crosbie-Gave thanks to a couple of LFUCG employees for their attendance at the Andover NA meeting last week: Brad Frazier, Traffic Eng., and Officer Todd Hart, Police.

CM Blues-Announced that a very important meeting on flooding issues would take place tonight at 6:30 pm at the Green Acres Shelter on LaSalle Rd.; the same group will be reporting to the Winburn NA on tomorrow night at 6:30 pm; Winburn NA will meet next Monday night at 6:30 pm at the MLK Shelter.

CM Stevens-A motion by CM Stevens to refer the issue of creating the Affordable Housing Trust Fund to the Planning Committee, seconded by CM Ellinger passed without dissent.

A motion by CM Stevens to install a 4 way stop at Richmond Ave and Cramer Ave and to install a 3 way stop at Owsley Ave and Menifee Ave, seconded by CM Crosbie, passed without dissent.

Announced a public meeting about Tates Creek sidewalks on 11/17/08 at 7 pm at Emmanuel Baptist Church.

CM Lane-Stated that he would like for the Council to review the collective bargaining agreements before the Mayor signs off on them; he will introduce a resolution, on this issue, at next week's work session.

A motion by CM Lane to place a resolution on the docket of the November 20, 2008 Council Meeting to initiate an amendment to the Zoning Ordinance that will limit short term rental of residences for a period of between one week and one month to only four times per calendar year, seconded by CM Gorton, passed without dissent.

VIII. Mayor's Report - None

IX. Public Comment-Issues Not on Agenda-None

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

Meeting adjourned 4:25 pm.

BUDGET AMENDMENT REQUEST LIST

10

JOURNAL	28394-95	DIVISION	Public Works	Fund Name	General Fund
				Fund Impact	300.00
					300.00CR
					.00

To provide funds for Fall Haul T-Shirt by recognizing a donation.

JOURNAL	28588	DIVISION	Environmental Quality	Fund Name	Urban Service Fund
				Fund Impact	1,500.00
					1,500.00CR
					.00

To provide fund for overtime account for Special Environmental Projects such as Fall Haul and Kentucky River clean sweep by decreasing funds for operating.

JOURNAL	28584	DIVISION	Fire	Fund Name	2009 Bond Fund
				Fund Impact	600,000.00
					600,000.00CR
					.00

To provide funds to purchase a new Rescue Truck for the Technical Rescue section of the Division of Fire by decreasing bond funds for fire equipment.

JOURNAL	28474	DIVISION	Parks and Recreation	Fund Name	Extended School Fund
				Fund Impact	20,000.00
					20,000.00

To provide funds from ESP Fund Balance for a \$10,000 donation to the Liberty Elementary PTSA as a playground donation and for a \$10,000 donation to the Booker T. Washington Elementary School as a playground donation.

JOURNAL	28422-23	DIVISION	Community Development	Fund Name	US Dept of Justice
				Fund Impact	214.00
					214.00CR
					.00

To budget additional expense and revenue for SCAAP Project.

JOURNAL	28593	DIVISION	Community Development	Fund Name	US Dept of Justice
				Fund Impact	31,338.00
					31,338.00CR
					.00

To amend budget to provide for \$15,000 for forensic technology services for ballistic identification instead of purchasing National Integrated Ballistics Information Network (NIBIN) equipment.

JOURNAL	28591	DIVISION	Community Development	Fund Name	US Dept of Transp.
				Fund Impact	53,100.00
					53,100.00CR
					.00

To provide for moving expenses, property management expenses, utilities and insurance for households displaced from the Newtown Pike Extension area and moving into temporary housing.

JOURNAL	28595-96	DIVISION	Community Development	Fund Name	US Dept Homeland Sec.
				Fund Impact	221.00
					221.00CR
					.00

To recognize additional revenue for MMRS -2009 and adjust expenses to reflect actual award.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District Fund	.00
Fund	1115	Urban Service District Fund	.00
Fund	2518	2009 Bond Projects Fund	.00
Fund	3140	US Department of Justice	.00
Fund	3160	US Department of Transportation	.00
Fund	3200	US Department of Homeland Security	.00
Fund	4202	Extended School Program Fund	20,000.00



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 28584
Requesting Division Fire & Emergency Services
Fund Name 2009 Bond Projects
Fund Number 2518
Contact for Additional Information Asst. Chief Bill Bailey
Description

The Division of Fire & Emergency Services is requesting the transfer of \$600,000 from 2518-505701-5701-96468 to 2518-505702-5714-96959 for the purchase of one (1) rescue truck for the Technical Rescue section.

The manufacturer of the apparatus is yet to be determined due to the fact that the bid process has not taken place.

Your attention to this matter is greatly appreciated. If you have any questions, feel free to contact me at extension 5679.



Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 28422-23
Requesting Division Community Development
Fund Name US Department of Justice
Fund Number 3140
Contact for Additional Information Irene Gooding--3079
Description

Budge Amendment provides for increase in revenue—Intergovernmental-Federal (44010) to reflect actual award from the U.S. Dept. of Justice. Actual award is \$214.00 greater than announced. Increase in federal funds will be used in HVAC Maintenance Services at the Detention Center (91013).



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 28593
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 the reallocation of \$15,000 in computer equipment (96201) to professional services (71299) for the purpose of initiating a purchase requisition to Forensic Technology WAI, Inc. for FastTRAX: IBIS Data Services. With this service, the Division of Police will submit casings from test fires of weapons, for which it wants NIBIN (National Integrated Ballistic Information Network) data entry and search review. This service will be purchased instead of capital equipment.

Budget amendment also corrects \$16,388 "rolled" into account 71201 by moving it to 71299 (Professional Services).



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 28591
Requesting Division Community Development
Fund Name US Department of Transportation
Fund Number 3160
Contact for Additional Information Irene Gooding--3079

Description

Budget Amendment reduces Account 91711 in the Newtown Pike project by \$53,100 to provide for the following anticipated expenses for displaced residents being relocated to temporary housing (mobile homes) near the project site: \$14,170 for moving expenses (account 71299), \$11,340 for management of property (account 71299), \$5,670 for water bills (account 72103), \$17,010 for electric bills (account 72101), and \$4,910 for insurance (account 73101). T



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 28595-96
Requesting Division Community Development
Fund Name US Department of Homeland Security
Fund Number 3200
Contact for Additional Information Irene Gooding--3079

Description

Budget Amendment recognizes additional revenue of \$221.00 in account #44010 (Intergovernmental Revenue—Federal) and also recognizes additional expense of \$221.00 in account #71299 (Professional Services—Other) in accordance with actual grant award.

Budget Information For New Business Items
November 18, 2008 Work Session

Item	Number	Amount	Fund	Name / Description
A	618-08	50,000	1101	General Service District – General Fund
B	617-08	NA		
C	625-08	2,217	1101	General Service District – General Fund
D	623-08	1,500	3180	US Department of Education
E	627-08	NA		
F	619-08	NA		
G	622-08	NA		
H	628-08	513,000	1101	General Service District – General Fund
I	620-08	NA		
J	621-08	NA		
K	624-08	NA		
L	626-08	12,950	3160	US Department of Transportation
M	629-08	4,000,000	1140	Storm Water Fund (Revenue)
N	630-08	NA		TIFs



618-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Law

TO: Jim Newberry, Mayor
Councilmembers

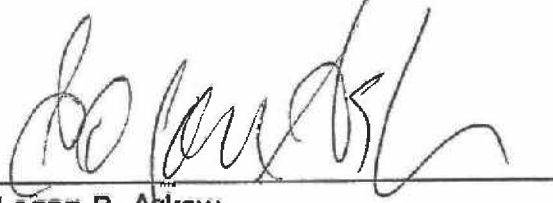
FROM: Department of Law

DATE: November 3, 2008

RE: Thomson West research library subscription

The Law Department requests authorization to continue to purchase legal publications and Westlaw, an on-line library, from Thomson West. Thomson West is the leading source of these products. There are several research tools which are available only from Thomson West, including, but not limited to American Law Reports, Kentucky Practice Series, McQuillen on Municipal Corporations (the leading treatise on municipal law), and American Jurisprudence.

We have used Thomson West products for several years and are relying almost exclusively on online products. Our most recently negotiated contract reduced our legal publication/online library expense from \$93,744 to \$50,980 annually. We have compared Westlaw to other on-line research tools and have found it best suits our needs.



Logan B. Askew
Commissioner

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HORSE CAPITAL OF THE WORLD

**P.O. Box 34028

Lexington, KY 40588

(859) 258-3500

Fax:(859) 258-3538

www.lfucg.com

**Please note new mailing address



617-08

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**

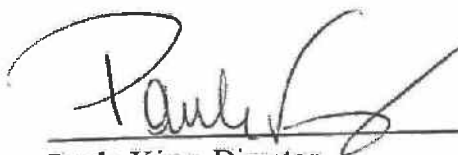
DATE: NOVEMBER 6, 2008

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT
APPLICATION TO KENTUCKY OFFICE OF HOMELAND
SECURITY FOR FUNDING UNDER THE LAW ENFORCEMENT
PROTECTION PROGRAM - FY 2009**

The Division of Police has prepared a grant application for submission to the Kentucky Office of Homeland Security requesting funds in the amount of \$16,400 from the Law Enforcement Protection Program. If approved, these funds will be used for the purchase of 16 TASERS for use by Lieutenants to increase public safety and save injury-related costs.

The Law Enforcement Protection Program is a fund established by Kentucky Revised Statutes 16.220 to assist local government police departments and county sheriffs with body armor and other equipment needs. This program is a joint collaboration between the Kentucky Office of Homeland Security and the Kentucky State Police.

Council authorization to submit the application 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



LEXINGTON DIVISION OF POLICE

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

625-08

20

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: November 3, 2008

RE: Motorola Maintenance Agreement

Please find attached the blue sheet and maintenance agreement between Motorola, Inc. and Lexington-Fayette Urban County Government. This agreement provides maintenance service for the LiveScan Portable Station (LSS-P). The maintenance support service is for a period from November 1, 2008 through October 31, 2009. The attached agreement requires the Mayor's signature.

This maintenance agreement is fully budgeted. Budgetary impact for FY09 will be \$2,217.00.

Please return a copy of the signed agreement to the Chief's Office upon completion.

A handwritten signature in cursive script, reading "R. Bastin".

Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Tim Bennett, Commissioner of Public Safety



623-08

21

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: NOVEMBER 6, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENT
WITH YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL
KENTUCKY, INC., FOR PARTICIPATION IN THE 21ST CENTURY
COMMUNITY LEARNING CENTER PROGRAM AT THE GAINESWAY
EMPOWERMENT CENTER AND TATES CREEK ELEMENTARY
SCHOOL—FY 2009

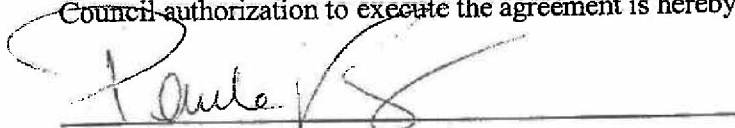
On June 26, 2008, (Ordinance No. 153-2008), Council approved the acceptance of an award of federal funds from the Kentucky Department of Education for continuation of the afterschool programs at Gainesway Community Empowerment Center and Tates Creek Elementary School. The source of federal funds is the Department of Education, as authorized under the No Child Left Behind Act, Title IV, Part B.

The approved grant agreement provides for contractual services to be provided by the Young Men's Christian Association of Central Kentucky, Inc. (YMCA) in the amount of \$1,500 for the implementation/operation of four Family Nights at Tates Creek Elementary School.

Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCOUNT	BUD REF	ACTIVITY	PROJECT
3180	606401	6401	71299	2009	DEFAULT	21 ST CENTURY

Council authorization to execute the agreement is hereby requested.


Paula King, Director

Cc: Marlene Helm, Commissioner, Department of Social Services

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



627-08

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: NOVEMBER 11, 2008

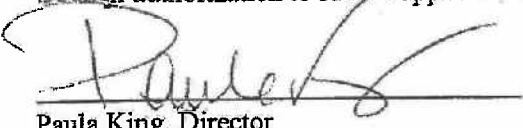
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
FEDERAL FUNDS FOR FIFTH YEAR CONTINUATION OF HEALTHY
TOMORROWS PROJECT—FY 2009**

On March 24, 2005 (Ordinance # 73-2005), the Urban County Council approved the acceptance of an award for first year funding from the U.S. Department of Health and Human Services/Health Resources and Services Administration/Maternal and Child Health Bureau, for implementation of a Parent Resource Center for a Bright Future under the Healthy Tomorrows initiative at the LFUCG Family Care Center's Children's Clinic. The Healthy Tomorrows Partnership for Children Program is a collaborative partnership between the American Academy of Pediatrics and the federal government's Maternal and Child Health Bureau. Second year project was approved by Council on October 20, 2005 (Ordinance # 290-2005.) Third Year project was approved by Council on December 12, 2006 (Ordinance # 399-2006). Fourth Year project was approved by Council on October 23, 2008 (Ordinance # 229-2008).

The Family Care Center's Children's Clinic serves the health care needs of a broad population of approximately 4000 children, all of whom are at or below 200% of poverty level, with most being below 150% of poverty level. Most of these children and their parents are not enrolled in other Family Care Center programs and are in need of more extensive family resource development supports than can be provided in a medical visit to the clinic. The Parent Resource Center for a Bright Future is fully integrated with pediatric care, and is staffed with a bilingual (Spanish) employee. The purpose is to provide poor families with the connection to available community resources.

The approximate amount of federal funding available for the fifth year of program operation is \$50,000. Funds will be used to pay salary, pension, fringe benefits, and other operating costs for an Eligibility Counselor. Years 3-5 require a match of \$100,000 per year. This match will be primarily documented through existing salaries and existing contractual services in the Family Care Center Children's Clinic. Since the total cost of the Eligibility Counselor is \$58,500, cash match in the amount of \$8,500 will be requested in the FY 2010 General Fund budget.

Council authorization to submit application for fifth year funding is hereby requested.


Paula King, Director

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

HORSE CAPITAL OF THE WORLD

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



619-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Office of the Senior Advisor for Management

MEMORANDUM

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

From: Charlie Boland, Administrative Officer Sr. *CB*

Date: November 3, 2008

Re: Trial Restriction of Cheapside Street

In August, 2008 the Urban County Council passed Resolution 510-2208 authorizing the temporary restriction of automobiles on Cheapside Street. This restriction was done as a trial, and to be reviewed upon completion of the trial period for an assessment of positive / negative impacts to the community. The trial period ended November 1, 2008.

As a result of this closure, a number of downtown events have utilized the space, as the community begins to understand how best to utilize such spaces available in advance of the 2010 games. The use of this space has been a great asset for the community, especially in drawing citizens to the downtown area.

The Downtown Lexington Corporation has provided much of the programming, has asked for opinions from downtown event participants during the trial, and has had follow-up conversations with the merchants fronting on Cheapside Street. The trial period has met with almost unanimous support for continuing to use this community space as a gathering area. There have been no apparent negative impacts to automobile traffic and parking, due to the presence of immediately available alternate travel routes and parking spaces. Further, the appropriate divisions of government and the utility companies have reported no concerns with the restriction.

Based upon this feedback, and to avoid creating confusion by "undoing" a traffic condition to which the community has now become accustomed, I recommend that the automobile restriction be made year round in nature. This will also allow for planning and installation of any improvements to the area for seating, lighting, and more permanent types of restriction devices, such as bollards.

No street right-of-way will be actually closed, and utility companies will continue to have full access to their facilities. All of the same terms and conditions apply per the trial arrangement, except that the automobile restriction will be kept in place year-round rather than seasonally. Therefore, I request that Council amend the action taken under Resolution 510-2008 to effect the year-round restriction.

HORSE CAPITAL OF THE WORLD

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

RESOLUTION NO. 510 -2008

A RESOLUTION DIRECTING THAT AUTOMOBILE TRAFFIC ON CHEAPSIDE STREET BE RESTRICTED UNTIL NOVEMBER 1, 2008.

WHEREAS, Cheapside Street is immediately adjacent to Cheapside Park, a public park frequently used for special events; and

WHEREAS, the temporary restriction of automobile traffic on Cheapside Street would increase the opportunities for and participation in events and stimulate revitalization of the downtown area; and

WHEREAS, all owners of property adjacent to Cheapside Street have consented to the temporary seasonal restriction of automobile traffic on Cheapside Street; and

WHEREAS, the temporary restriction of automobile traffic on Cheapside Street will not significantly impact traffic flow in the downtown area; and

WHEREAS, the temporary restriction of automobile traffic on Cheapside Street will allow for evaluation of the impact of the permanent closure of Cheapside Street to vehicular traffic on increased activity in the downtown area.

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

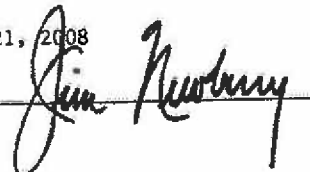
Section 1 - That the Division of Streets, Roads and Forestry take whatever action is necessary to erect temporary barricades at both termination points of Cheapside Street, at West Short Street and West Main Street, to restrict automobile traffic from entering Cheapside Street.

Section 2 - That the temporary barricades be removed November 1, 2008.

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

PASSED URBAN COUNTY COUNCIL: August 21, 2008

MAYOR



ATTEST:


CLERK OF THE URBAN COUNTY COUNCIL

PUBLISHED: August 27, 2008-1t



622-08

Lexington-Fayette Urban County Government

Jim Newberry, Mayor

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

FROM: Anthony Wright, Director *AW*
Mayor's Office of Economic Development

DATE: November 10, 2008

RE: Authorization of Lease Agreement for 2009 Minority Business Expo

This is to request approval of a Rental Agreement with Lexington Center Corporation for the 2009 Minority Business Expo (MBE). The 2009 MBE will be held August 5-6, 2009 at the Center. This agreement is being requested now in order to lock in the dates for the event in advance. These lease expense is \$6,075 for the space with a required deposit of \$1,000. The facility space lease and other incidental charges will be paid by the event sponsors. There is no direct fiscal impact to LFUCG.

The 2009 MBE continues to provide an opportunity for area minority-owned businesses to showcase their unique products and services and educate the owners about available business opportunities with local government, universities, and the corporate community.

Thanks for your consideration of this item and I request your approval.

cc: Pat Tatum
Customer Service Manager
LexCall
218 E Main Street
Lexington KY 40507

Lisa Higgins-Hord
VP Assistant / Community Engagement
525 Patterson Office Tower
Lexington KY 40506-0027



628-08

Lexington-Fayette Urban County Government

Jim Newberry, Mayor

TO: Mayor Jim Newberry
Members, Urban County Council

FROM: Anthony Wright, Director
Mayor's Office of Economic Development

DATE: November 13, 2008

RE: Commerce Lexington, Inc. Purchase of Service Agreement – FY 2009

Please find attached the FY 2009 Purchase of Service Agreement with Commerce Lexington, Inc. The agreement is in the amount of \$513,000 and funding is to be used in support of a number of economic development activities and initiatives. An addendum has been developed with regard to the agreement that will allow for performance measurement along several lines of focus. It will also provide a guide for Commerce Lexington as it reports information and progress related to their economic development efforts. These efforts include Brain Gain Education Initiatives, Expansion of Minority Business Programs, Entrepreneurship, Business Expansion/Recruitment/Relocation and work of the Bluegrass Business Development Partnership (Partnership between UK, Commerce Lexington, and LFUCG).

The amount indicated in the agreement is fully budgeted for FY 2009 and I request Council authorization for the Mayor to execute the agreement as presented.

cc: Bob Quick
President & CEO
Commerce Lexington Inc.
330 E Main St Ste 100
Lexington KY 40507




620-08

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

Memorandum

To: Mayor Jim Newberry
Urban County Council

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

Date: November 4, 2008

Re: Amending a previously executed easement in favor of the LFUCG dated December 21, 2006 and recorded in Deed Book 587, Page 363, Jessamine County Clerk's office and executed by Resolution # 767-2006 by the Urban County Council.

The purpose of this memorandum is to request a resolution authorizing the amending of a deed for a permanent sanitary sewer easement and temporary construction easement to the Jessamine South Elkhorn Water District (JSEWD) for construction of sanitary sewer improvements at West Hickman Wastewater Treatment Plant in a previously executed agreement. In return, LFUCG is to receive \$1.00 and other valuable considerations.

The amending of this easement was needed due to a request in the change of the alignment on the West Hickman WWTP Property.

Questions regarding this project should be directed to Rod Chervus at 425-2400.


HORSE CAPITAL OF THE WORLD



621-08

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

To: Mayor Jim Newberry
Urban County Council

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

Date: November 5, 2008

Re: Site Specific Agreement to Provide Sanitary Sewer Service to Collins Ford of Lexington, LLC property in Jessamine County.

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

The approval of this site specific agreement will provide the Collins Ford of Lexington development with a maximum average of 21,200 gallons per day (gpd) of wastewater treatment capacity for sewage discharged to the West Hickman Wastewater Treatment Plant. In accordance with all agreements associated with sanitary sewer service to Northern Jessamine County, sanitary sewer and stormwater facilities are to be constructed in accordance with LFUCG standards. Collins Ford of Lexington, LLC will be responsible for all LFUCG sewer connection fees and sewer user fees as described in the Code of Ordinances. Collins Ford of Lexington, LLC will also be responsible for administrative fees associated with LFUCG's approval of this site specific agreement including but not limited to plan review and general contract administration.

Questions regarding this agreement should be directed to Rod Chervus at 859-425-2408.

HORSE CAPITAL OF THE WORLD



6214-08


Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

MEMORANDUM

TO: Mayor Newberry
Lexington Fayette Urban County Government

FROM: Marwan Rayan, P.E. 
Director of Engineering

DATE: November 11, 2008

RE: Occupancy Agreement for Newtown Pike Extension Project

Mayor Newberry,

Attached is the Temporary Housing Occupancy Agreement which will be used to legally provide the displaced residents, of the Newtown Pike Extension Project Mitigation Area, temporary housing in manufactured homes purchased with Project Funds. This Agreement has been reviewed and accepted by the Federal Highway Administration (FHWA) as well as the Kentucky Transportation Cabinet (KYTC).

Action Requested is Council approval of the form agreement and authority for the Mayor to enter into agreement with the residents as needed, for the Newtown Pike Extension Project.

If you have any questions please contact Andrew Grunwald, P.E. at 258-3597.

Attachment: Bluesheet
Temporary housing Occupancy Agreement

CC: Robert Bayert, P.E., LFUCG Engineering
Andrew Grunwald, P.E. LFUCG Engineering

08.P031.403.Mayor-OCP-AGR.Doc

HORSE CAPITAL OF THE WORLD

624-08

TEMPORARY HOUSING OCCUPANT AGREEMENT

This Temporary Housing Occupancy Agreement ("Agreement"), made and entered into this _____ day of _____, 2008, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Proprietor") and, _____ Lexington, Kentucky ("Occupant").

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government in compliance with the Final Environmental Impact Statement (FHWA-KY-EIS-03-01-F) can provide temporary housing and other living quarters to be managed by the LFUCG Division of Engineering. This temporary housing will be provided to individuals in accordance with written arrangements as set forth in the Newtown Pike Extension Project Final Environmental Impact Statement (FHWA-KY-EIS-03-01-F), authorized in the Project Record of Decision (ROD), and subject to the review and approval of the Commissioner of Public Works; and

WHEREAS, the Proprietor and the Occupant wish to enter into an Agreement defining their rights and responsibilities relating to the use and occupancy of said temporary housing.

WHEREAS, _____, Occupant, shall be responsible for the use of the temporary housing and the land it sits on by all members of the household, friends and visitors and anyone else using the property with their consent and shall

make all such people aware of the spirit, intent and appropriate terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the further consideration hereinafter provided, the parties hereto agree as follows:

1. Premises and Term: The Proprietor does hereby let, lease and demise unto Occupant and Occupant does hereby occupy from Proprietor the temporary housing at _____, Lexington, Kentucky (known as "Premises"). The Agreement shall terminate within Three (3) years of the date of execution of the Agreement; or within ninety (90) days once permanent housing is made available in the Southend Park Mitigation Area upon written notification from the Proprietor; or upon payment of Permanent Relocation Benefits; or until the Agreement is terminated as set out herein. Occupant and members of the household, as listed in ADDENDUM #1, shall have the right to occupy and possess the Premises during this term and shall use the Premises solely as a personal residence and for no other purpose. Any requested changes to the members of the household as listed in ADDENDUM #1, shall be in writing to and must be approved by the Proprietor.

2. Rent:

- (a) Occupant in accordance with the FEIS shall pay no fee for the term of this Agreement.
- (b) Occupant shall not be responsible for the cost of the following utilities: water and electricity.

3. Condition of Premises: Occupant has inspected the Premises and all improvements, facilities and equipment thereon or has had an opportunity to do so and

agrees to accept the same, as is, without any agreements, representations, understandings or obligations on the part of the Proprietor to perform any alterations, repairs or improvements except as set out elsewhere in this Agreement. Prior to occupancy, Occupant and Proprietor shall sign a listing of the extent of then-existing damage that shall not be attributed to Occupant pursuant to paragraphs 4 herein.

Occupant shall keep the Premises in a neat and clean condition, inside and out, free from any accumulation of trash, garbage, waste or debris. Occupant shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Occupant shall use provided external building for personal storage and shall not use any other exterior areas for additional storage.

Occupant is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling and related activities necessary to the reasonable upkeep of the Premises.

Occupant may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted.

Occupant, members of the household, guests and visitors shall conduct themselves in a safe and civil manner, and shall not violate federal, state or local laws.

Occupant has the right to undisturbed enjoyment of the Premises, and Proprietor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Occupant, subject to the provisions of this Agreement.

4. Repairs: The Proprietor through the Division of Engineering shall maintain the Premises in a fit and habitable condition and maintain the roof, foundation and structural portion of the Premises, as well as maintain all electrical, plumbing, heating, ventilating, and air conditioning systems in good and safe working order in accordance with the established budgets of the Lexington-Fayette Urban County Government utilizing funding for the Newtown Pike Extension Project. All minor day-to-day maintenance shall be the responsibility of the Occupant. Occupant shall promptly notify the Proprietor in the event that any repairs or replacements are required on the Premises. Proprietor shall repair or replace same in a timely manner as it deems necessary. Occupant shall indemnify Proprietor and pay for any repairs, maintenance and replacement to the Premises caused in whole or in part as a result of Occupant's use of the Premises, ordinary wear and tear excluded.

Proprietor shall not be liable for any damage occasioned by reason of failure to keep the Premises in repair pursuant to this section unless notice of the need for repairs has been given to the Proprietor in writing and said repairs are not made within thirty (30) days after such notice. In any event, the Proprietor shall not be liable for any damage done or occasioned by or from the electrical, heating, air conditioning, or plumbing installation in the Premises of the Occupant which resulted from action or inaction on the part of the Occupant nor for any damage arising from acts of negligence of other occupants of the Premises nor the acts of any owners or occupants of adjoining or contiguous property.

Occupant shall not modify Premise without prior written authorization from the Proprietor. This shall include, but not be limited to, elements of the foundation, the

structural members, the plumbing, the electrical wiring, the roof, and ingress and egress.

Occupant may repair or replace items on the Premises that would normally be the responsibility of the Proprietor if prior written approval is obtained from the Director, Division of Engineering.

Occupant shall be responsible for the use of the Premise and the land it sits on by all members of the household and their families, friends and visitors and anyone else using the property with their consent and shall make all such people aware of the spirit, intent and appropriate terms of this Agreement. The Occupant is responsible for assuring that he or she, members of the household, and visitors and guests do not—while in the Premise — engage in unlawful or disorderly conduct or in conduct that is a hazard to safety, creates a nuisance or disturbs neighbors.

5. Right of Access: Proprietor or its designated Management Company may inspect any portion of the interior or exterior of the Premise and the land it sits on, at any reasonable time, upon at least twenty four (24) hours verbal or written notice to Occupant. In the event of emergency, Proprietor or its designated Management Company may inspect any portion of the interior or exterior of the Premise and the land it sits on without notice provided by the Proprietor.

6. Utilities: The Occupant shall not install any equipment which will exceed or overload the capacity of any utility service installed by the Proprietor and if any equipment installed by the Occupant requires additional utility capacity, such capacity shall be installed at Occupant's expense in accordance with the plans and specifications to be approved in writing by the Proprietor.

7. Assignment and Subletting: Occupant shall not (i) assign, mortgage, pledge, hypothecate, encumber or permit any lien to attach to or otherwise transfer this Agreement or any interest hereunder by operation of law or otherwise, (ii) sublet the Premises or any part thereof, or (iii) permit the use of the Premises by any persons other than the Occupant.

8. Destruction of Premises: If the Premises should be destroyed or damaged by fire or other casualty covered by the Proprietor's policy of fire and extended coverage insurance, the Proprietor shall, with due diligence, make repairs or restoration at its expense provided, however, that should damage to the extent of 50% or more of the value thereof occur, then Proprietor may at its option cancel this Agreement instead of making the necessary repairs or restoration.

9. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this Agreement be taken for public or quasi-public use or condemned under eminent domain the Occupant shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest or estate of the Occupant and Occupant hereby relinquishes to the Proprietor any rights to any such damages. The Proprietor shall be entitled to claim and have paid to it for the use and benefit of the Proprietor all compensation and/or damages for and/or on account of and/or arising out of such taking and/or condemnation without deduction from the amount thereof for or on account of any right, title, interest or estate of the Occupant in or to said Premises. Should all of the Premises be taken by eminent domain, then this Agreement shall be

deemed terminated and the Occupant shall be entitled to no damages or any consideration by reason of such taking.

10. Personal Property: All personal property owned by Occupant, or otherwise, which may be upon said Premises during the term of this Agreement shall be at the sole risk and responsibility of Occupant. It is recommended that Occupant maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Proprietor.

11. Insurance: Occupant shall indemnify, save and hold harmless the Proprietor (including its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest), from and against all claims and losses, whatsoever, that occur on the premises. Occupant further agrees to carry and The Newtown Pike Extension Project will pay for Renter's Liability Insurance in the amount of \$500,000, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide. The policy shall name the Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest as additional insureds and shall be primary to any applicable insurance of Proprietor. The insurance coverage shall fully waive rights of subrogation against Proprietor. The policy will also contain a Guaranteed Notice of Cancellation to be provided to the Lexington Fayette Urban County Government if said policy is to ever be

terminated. The certificate of insurance shall be provided to the Department of Law of the Lexington-Fayette Urban County Government at 200 East Main Street, Lexington, Kentucky 40507, which shall be responsible for monitoring the insurance provisions of this agreement. Disciplinary Committee

12. Death of Occupant: Upon death of Occupant, the Agreement is honored by Proprietor for remainder of members of household as stated in Addendum #1.

13. Termination: The Proprietor, through the Director of the Division of Engineering, may terminate the lease and any right of possession, for any reasons as stated in this Agreement, with in thirty (30) days upon written notice or as in accordance with the Uniform Relocation Assistance Act. Proprietor, through the Director of the Division of Engineering may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if Occupant is guilty of conducting any illegal activities on or about the Premises.

14. Default: In the event Occupant shall fail to comply with any provisions of this Agreement, Proprietor may terminate the Agreement pursuant to paragraph 13 herein. Proprietor need not give Occupant any right to cure the default prior to such termination. Occupant shall surrender possession as set out in paragraph 15 herein.

15. Return of Possession: At the termination of this Agreement or Occupant's right of possession, Occupant shall surrender possession of the Premises in as good a condition and repair as Premises were at the beginning, ordinary wear and tear excepted, and shall surrender all keys to the Proprietor and advise Proprietor as to the combination of any locks remaining in the Premises and shall remove all personal

property. If Occupant fails to remove any items from the Premises as required hereunder, the Proprietor may do so. All property removed from the Premises by the Proprietor pursuant to any provision of this Agreement or any law may be handled or stored by the Proprietor and the Proprietor shall in no event be responsible for the value, preservation or safe keeping thereof. All property not removed from the Premises or not removed from storage on the date Occupant's right of possession shall end or within fifteen days of the death of Occupant by his heirs or administrator shall, at the Proprietor's option, be conclusively deemed to have been conveyed to the Proprietor by Occupant as if by bill of sale without payment by the Proprietor. Unless prohibited by applicable law, the Proprietor shall have a lien against such property for the costs incurred in removing and storing the same.

16. Amendments: No amendments to this Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

17. Severability: If any clause, provision or section of this Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

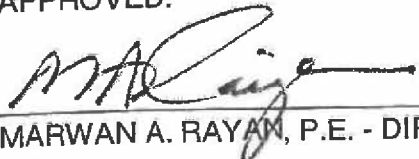
18. Notices: The agent of the Proprietor, for purposes of this Agreement, shall be the Director of the Division of Engineering, whose offices are located at 101 East Vine Street, Fourth Floor, Lexington, Kentucky 40507. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given, when delivered or mailed by certified

mail, postage prepaid, return receipt requested, to the Proprietor at the address set out in this paragraph and to the Occupant at the address first set out herein.

19. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Proprietor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

APPROVED:


MARWAN A. RAYAN, P.E. - DIRECTOR OF ENGINEERING

DATE: 11/11/08


JAMES M. WEBB, COMMISSIONER - DEPARTMENT OF PUBLIC WORKS

DATE: 11/11/08

PROPRIETOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
JIM NEWBERRY, MAYOR

OCCUPANT:

(Signature)

(Print Name)



626-08

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: NOVEMBER 11, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENT
NO. 2 TO AN AGREEMENT WITH CDP ENGINEERS, INC., TO
PERFORM ADDITIONAL ENGINEERING SERVICES IN THE
DEVELOPMENT OF THE WEST HICKMAN TRAIL PROJECT

On January 23, 2003 (Resolution No. 33-2003), the Urban County Council approved the execution of an agreement with CDP Engineers, Inc., in the amount of \$89,550 for the performance of engineering services for the West Hickman Trail Project. On November 2, 2006 (Resolution No. 653-2006), the Urban County Council approved the execution of Amendment No. 1 in the amount of \$35,750.

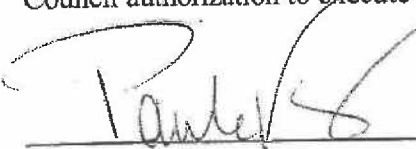
The Division of Engineering has determined that additional design work is necessary. This additional work includes design modifications (see attached letter from Director of Engineering). CDP Engineers have agreed to perform these additional services at an amount not to exceed \$12,950. The new total is \$138,250.

Funds are being budgeted in the following account:

FUND	DEPARTMENT ID	SECTION	GRANT	ACCOUNT	BUD REF
3160	303201	0001	West Hickman	90313	2003

The project is a 1.5 mile multi-purpose trail from the intersection of Man-o-War boulevard and Clearwater Way terminating at Veterans Park. The source of federal funding is the Surface Transportation Lexington (SLX) program.

Council authorization to execute Amendment No. 2 to the agreement is hereby requested.


Paula King, Director

XC: Mike Webb, Acting Commissioner, Department of Public Works

HORSE CAPITAL OF THE WORLD

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

CONTRACT HISTORY FORM

626-08

41

Contractor: CDP Engineers, Inc.
Project Name: West Hickman Trail Project
Contract Number and Date: 4940 January 23, 2003
Responsible LFUCG Division: Engineering

CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 89,550
Next Lowest Bid Amount:
N/A (qualification based selection)

B. Amount of Selected Alternate or Phase: \$ 0

C. Cumulative Amount of All Previous Alternates or Phases: \$ 0

D. Amended Contract Amount: \$ 89,550

E. Cumulative Amount of All Previous Change Orders: \$ 35,750 40 %
(Line E / Line D)

F. Amount of This Change Order: \$ 12,950 14 %
(Line F / Line D)

G. Total Contract Amount: \$ 138,250

SIGNATURE LINES

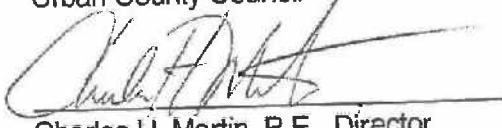
Project Manager: Keith Lora Date: 11/3/08
Reviewed by: Robert A. Burt Date: 11/04/08
Division Director: MA Lang Date: 11/11/08

Approved by _____ (Mayor or CAO) Date _____



629-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water QualityTo: Mayor Jim Newberry
Urban County CouncilFrom: 
Charles H. Martin, P.E., Director
Division of Water Quality

Date: November 12, 2008

Re: Stormwater Service Charges and Fees ordinance

The purpose of this memorandum is to request approval of a Stormwater Service Charges and Fees ordinance. This proposed ordinance is in response to the requirements of the Federal Consent Decree (*United States & Commonwealth of Kentucky vs. Lexington-Fayette Urban County Government* – Civil Action No. 5:06 – cv- 00386), as published in the Federal Register on March 14, 2008.

The primary purposes of this Stormwater Management Fee are:

- Compliance with the Federal Clean Water Act
- Flood mitigation and prevention
- Stormwater infrastructure maintenance

Fees from this proposed ordinance will generate approximately \$16 million annually by establishing an Equivalent Residential Unit (ERU) charge of \$4.16 per month per ERU. One ERU equals 2,500 square feet of impervious area. All single-family residences are equal to one ERU.

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

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629-08

ORDINANCE NO. _____

WHEREAS, the Urban County Government is authorized by statutory authority including, without limitation, KRS 67A.060, KRS 67.080, KRS 67.083 and KRS 82.082 to operate a stormwater drainage system to collect and convey stormwater; and

WHEREAS, the mission of the stormwater management program of the Urban County Government is to safely and efficiently manage stormwater runoff, enhance public health and safety, enhance public education of stormwater management issues, protect lives and property, facilitate mobility and enable access, complement and support other programs/objectives, minimize the discharge of pollutants in stormwater in compliance with applicable federal and state laws, and enhance the natural resources of the community; and

WHEREAS, the Urban County Government, the United States Environmental Protection Agency, and the Commonwealth of Kentucky have entered into a Consent Decree in a case styled *United States, et al. v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Case No. 5:06-CV-00386, wherein the Urban County Government is required to impose a stormwater management fee to fund the stormwater management program described therein; and

WHEREAS, KRS 91A.510 et seq. authorizes local governments to impose a fee or charge on users of a public service not also available from a non-governmental provider; and

629-08

WHEREAS, it is the desire of the Urban County Council to adopt and implement a schedule of service charges sufficient to fund the stormwater management program.

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

Section 1 - That Article XIV of Chapter 16 of the Code of Ordinances of the Lexington-Fayette Urban County Government be, and hereby is, created and enacted to read as follows:

ARTICLE XIV. STORMWATER SERVICE CHARGES AND FEES

Sec. 16-401. Establishment.

A system and structure of stormwater service charges to be applied to all developed parcels of land within Fayette County is hereby established in accordance with the provisions of this chapter.

Sec. 16-402. Definitions.

(1) Developed means the condition of real property altered from its natural state by the addition to or construction on such property of impervious ground cover or other manmade physical improvements so that the hydrology of the property or a portion thereof is affected.

(2) Stormwater Management Program means the plan for managing storm drainage and surface water runoff facilities and features within the stormwater service area and the drainage basins therein.

(3) Stormwater Service Area includes all developed parcels within Fayette County.

(4) Stormwater Service Charge means the fee levied by the urban county government upon all developed parcels within the boundaries of the stormwater service area as authorized by this chapter.

(5) Equivalent Residential Unit (ERU) means the measure of impervious ground cover for a typical single-family residential property used in assessing the stormwater service charges for each parcel of property and which has been determined to be 2,500 square feet.

(6) Impervious Surface means those hard surface areas either which prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions pre-existent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that

629-08

present under natural conditions pre-existent to development, including, without limitation, such surfaces as roof tops, asphalt, concrete, pavers, aggregate, paving, driveways and parking lots, private streets, walkways, patio areas, storage areas or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development.

(7) *Non-Single Family Residential Properties or Parcels* means properties or parcels which contain more than one residential structure or one residential structure with more than two residential dwelling units and institutional, commercial or industrial properties.

(8) *Residence* means a building or structure or portion thereof, designed for and used to provide a place of abode for human beings. The term *Residence* includes the term *Residential* and *Residential Unit* as referring to the type of or intended use of building or structure.

(9) *Single Family Residential Property or Parcel* means any property or parcel which contains one residential structure with one or two residential dwelling units.

(10) *Storm Drainage System* means a conveyance or system of conveyances, including, but not limited to, roads with drainage systems, urban county streets, inlets, curbs, gutters, ditches, basins, man-made channels or storm drains which are: (i) owned or operated by the urban county government; and (ii) designed or used for collecting or conveying stormwater.

(11) *Stormwater* means stormwater runoff, snow melt runoff, and surface runoff and drainage.

(12) *Undeveloped* means the condition of real property unaltered by construction or addition to such property by man of impervious ground cover or physical manmade improvements of any kind which change the hydrology of the property from its natural state.

(13) *Farm property* means any parcel occupied for "agricultural use" as defined in Article 1-11 of the Zoning Ordinance.

Sec. 16-403. Stormwater Service Charge.

(1) A stormwater service charge is imposed on every parcel of land within the stormwater service area except the following:

- (a) undeveloped parcels;
- (b) railroad tracks;
- (c) state and federal roads;
- (d) urban county government streets and roads.

629-08

(2) The following charges are hereby established and imposed for all parcels within the stormwater service area, excluding exempted properties:

(a) Class A properties: single family residential or farm properties. The single family residential rate shall be \$4.16 per month for each parcel having one or two residential dwelling units and the farm property rate shall be \$4.16 per month for each farm parcel. This flat rate fee is based on each single-family residential parcel or farm property being equal to one ERU. The urban county government shall determine the number of single family residential parcels and farm properties in the stormwater service area.

(b) Class B: all other parcels.

(1) The charge for all other parcels within the stormwater service area shall be based upon the number of square feet of measured impervious surface, as determined by the urban county government through aerial photography and surface feature evaluation processes, expressed in whole ERUs by rounding to the nearest ERU (determined to be 2,500 square feet of impervious surface). The charge for Class B properties shall be computed by multiplying the number of ERUs for a given parcel by the unit rate established by the urban county government of \$4.16 per ERU per month but in no event shall any such parcel pay less than \$4.16 per month.

(2) Any owner of Class B property may request a stormwater charge credit adjustment for approved on-site stormwater retention or detention facilities provided that:

(a) The property owner remains responsible for all costs of operation and maintenance of the facility;

(b) The facility has been constructed in accordance with all approved plans;

(c) The owner has obtained the required permits for the facility;

(d) The urban county government has access to the facility for purposes of inspecting for compliance with design, maintenance and operating standards; and,

(e) The facility reduces flow of stormwater from the property or improves water quality in an amount in excess of that required by applicable urban county government standards.

(3) If the urban county government approves a stormwater charge credit for on-site stormwater retention or detention facilities, the credit will be applied by reducing the number of billable ERUs by the percent of additional reduction in stormwater runoff and/or additional improvement to water quality due to

629-08

such on-site facilities, as determined by the urban county government. The net billable ERUs after such credit is applied shall be rounded to the nearest ERU and the adjusted stormwater service charge shall not be less than 80% of the stormwater service charge before the credit adjustment.

Sec. 16-404. Billing and Collection.

(1) Stormwater service charges shall be billed and made payable monthly. Stormwater service charges may be pro-rated based on the number of actual days in a billing cycle.

(2) The owner(s), tenant(s), or person(s) responsible for the payment of water service charges and/or sewer service charges shall also be responsible for the payment of stormwater service charges for the same parcel(s) except for multiple occupancy such as shopping centers, apartments, condominiums, etc., in which cases the urban county government may either allocate the stormwater service charges among the occupants of the parcel or may deem that a single billing to the parcel's owner(s), agent, or association is appropriate. In either case, the billed party shall be responsible for payment of stormwater service charges. In all situations, the owners of properties subject to stormwater service charges shall be fully responsible for payment of said charges regardless of any other parties herein above identified as also being responsible for payment of stormwater service charges.

(3) Bills for stormwater service shall be due when rendered; and the face amount, without penalty or interest, shall be paid on the due date.

(4) All unpaid stormwater service bills are subject to a penalty and interest charge to be computed in the following manner:

(a) Any stormwater service bill or a portion of any unpaid stormwater service bill remaining unpaid for more than thirty (30) days from the date of billing shall be assessed a penalty of ten percent (10%) of the unpaid balance.

(b) In addition to the penalty provided in subsection (4)(a) of this section, any stormwater service bill or a portion of any stormwater service bill remaining unpaid for more than thirty (30) days from the date of billing shall be assessed an interest charge of one (1) percent per calendar month or portion of a calendar month against the unpaid balance of such bill.

(5) The department of law is authorized and directed to institute legal proceedings in the name of the urban county government in any court having jurisdiction over such matter for the collection of delinquent stormwater service charges, and to take any

actions necessary in such proceedings to protect the interests of the urban county government.

Sec. 16-405. Adjustment of charges.

Any user subject to the stormwater service charge who is the legal title/leaseholder/renter of the benefited property who is age 65 or older, or who is receiving social security disability benefits, and whose annual household income (as defined in section 16-405.1(a)(2) below) is \$25,000 or less, said amount of income to be adjusted annually in accordance with the Social Security Administration's cost of living adjustment, can apply for a discount. Upon acceptance for the discount, said user's bill shall be decreased by thirty (30) percent of the billing amount.

Sec. 16-405.1 Grant Program.

(a) As used in this section only, the following terms shall have the meanings given:

(1) *Assets test* means that any person having assets in excess of either:

(i) Five thousand dollars (\$5,000.00) in liquid assets such as bank accounts, savings, certificates of deposits, stocks, bonds, etc.; or

(ii) Five thousand dollars (\$5,000.00) in equity in assessed value of nonhomestead property;

shall be ineligible to participate in the program, notwithstanding that he meets the income level qualifications set forth in this section. However, motor vehicles for personal use, household furnishings and the benefited property itself, as well as buildings located thereon which are occupied by the person seeking to qualify as a home for himself and his family, shall not be included in computing assets.

(2) *Income* means total cash receipts to the residential stormwater service charge customer and any co-habitant after taxes from all sources. These sources include money, wages and salaries after any deductions required by law, but not including food or rent in lieu of wages. They include receipts from self-employment or from one's own farm or business after deductions for business or farm expenses. They include regular payments from public assistance, social security, unemployment and worker's compensation, strike benefits from union funds, veteran's benefits,

629-08

training stipends, alimony and military family allotments or other regular support from an absent family member or someone not living in the household; government employee pensions, private pensions and regular insurance or annuity payments; and income from dividends, interest, rents, royalties or income from estates and trusts. For eligibility purposes, income does not refer to the following money receipts: any assets drawn down as withdrawals from a bank, sale of property, house or car, tax refunds, gifts, one-time insurance payments or compensation for injury; also to be disregarded is noncash income, such as the bonus value of food and fuel produced and consumed on farms and the imputed value of rent from owner-occupied farm or nonfarm housing.

(3) Program means the grant program established in this section.

(4) Qualified customer means a residential stormwater service charge customer who meets the assets test and has an annual income equal to or less than one hundred twenty-five (125) percent of the poverty income levels set forth in the poverty guidelines chart established by the Community Services Administration, annually published in the Federal Register, in effect at the time of application. However, income itself shall be measured by the definition contained in subsection (a)(2) of this section.

(b) Qualified customers may receive up to a fifty (50) percent grant for the cost of their stormwater service charges, decreasing their obligation to fifty (50) percent of the total charges on the bill. All payments of stormwater service charge grants by the urban county government are subject to an annual appropriation by the urban county council of the funds to make such payments, and neither the establishment of this program nor participation in the program shall constitute a contract between the urban county government and any qualified property owner for other than the fiscal year for which funds are appropriated to make payments. In the event funds are not appropriated for any given fiscal year, customers will be required to pay the full cost for that year.

(c) Qualified customers who participate in this program shall not be eligible to receive the discount allowed in Section 16-405.

(d) The administration of this program shall be under the direct supervision of the mayor of the

629-08

urban county government. The mayor may prescribe such regulations and procedures, consistent with the provisions of this section, as he deems necessary or appropriate to carry out the intentions stated herein. The commissioners of the departments of finance, environmental quality and social services shall be responsible for administration of aspects of the program at the direction of the mayor.

Sec. 16-406. Stormwater Revenues; Expenses.

All monies collected through stormwater service charges authorized herein shall be separately identified and accounted for in the urban county government's financial records, and all expenses related to the urban county government's stormwater program overseeing drainage, flood control, and water quality, including any administrative costs related thereto shall be separately identified and administered according to generally accepted principles of governmental accounting.

Sec. 16-407. Adjustment of Charges; Appeals.

(1) Any owner who considers that stormwater service charges applied to the owner's parcel are inaccurate or otherwise disagrees with the determination may apply to the director of the division of water quality for a rate review, stating in writing the grounds for the adjustment. The director or his designee will review the case and report findings to the commissioner of environmental quality. The commissioner shall consider the complaint and staff recommendations and determine whether an adjustment is necessary to provide for reasonable and equitable application of the stormwater service charge.

(2) Appeals of decisions made by the commissioner may be brought before the mayor in writing with notice and substance of the appeal sent to the mayor within fifteen (15) days after the owner receives the commissioner's decision. Upon reviewing the documentation, the mayor, or his designee, shall render a final decision.

Sec. 16-408. Stormwater Service Charges; Review

The stormwater service charges established in this chapter are subject to review which is expected to occur at least every three (3) years following the date of implementation of the charges.

Section 2 - That this Ordinance shall become effective on

April 1, 2009.



630-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Law

TO: Jim Newberry, Mayor
Councilmembers

FROM: Department of Law

DATE: November 13, 2008

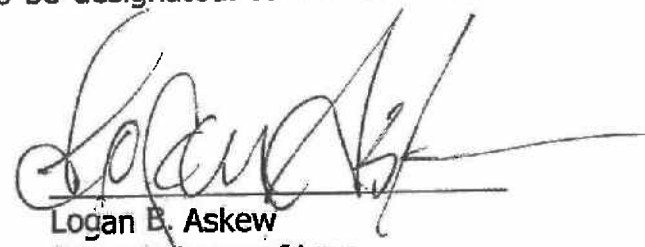
RE: Phoenix Park/Courthouse District Tax Increment Financing

Lexington Distillery District Tax Increment Financing

I request approval of these two TIF projects.

The Ordinances make statutorily required findings of fact, establish the two development areas, outline the proposed projects to be funded by increment taxes, approve the statutorily required Local Development Participation Agreement and Development Plan, and establish the required tax increment fund. All documents have been prepared by Jim Parsons, our legal advisor.

You will certainly note that the Local Participation Agreements are between LFUCG and the LFUCG Division of Finance. Jim advises that these agreements are required by statute and that an entity responsible for compliance with the state statute and communication with the State needs to be designated. It is not uncommon for a municipal agency to be designated.



Logan B. Askew
Commissioner of Law

ATTACHMENT

HORSE CAPITAL OF THE WORLD

URBAN COUNTY COUNCIL
Inter-Governmental Committee

November 11, 2008

CM DeCamp chaired the meeting, calling it to order at 1:00 pm. All members were present, except CMs James, Myers, Blevins, and VM Gray.

I. Temporary Structures

Dewey Crowe, Dir. of Building Inspection, stated that they did review all permits issued within the last 3 years of persons who could be affected by the proposed changes. There were a total of 135. The duplicates of repeat users were taken out and 76 letters were sent out. This number also included the underlying property owners.

A motion by CM Beard to restrict the amount of speaking time on this issue to six minutes to anyone who was speaking for several people, seconded by CM Stinnett, passed without dissent.

Jessica Case presented a handout and spoke on behalf of seven other persons in support of a proposed text amendment to this issue. Also speaking in support was Clark Gaise.

CM Crosbie asked Ms. Case if she represented the neighborhood or just the underwritten persons on the handout. Ms. Case said just those on the handout.

CM Stinnett asked if Ms. Case had looked at other temporary structures. She stated that they were using the Carrick House as their example since their structure called attention to this issue.

Steve Hobbs of Lexington Magic Carpet spoke against the proposed text amendment.

CM Blevins is now in attendance.

Several other citizens spoke in opposition of the proposed text amendment: Alan Stein from the Lexington Legends, Mark Shockley from Paul Miller Ford, Doug Martin from Murphy & Martin Attys at Law, Reena Wiseman, attorney representing several businesses and individuals, Ken Littrell from Clean Sweep Car Wash, and the owner of the Marathon Food Mart on N MLK Blvd.

CM Stinnett asked Mr. Crowe several questions. 1) How many persons receiving the letter would be affected? Answer: about 5% of those who contacted Building Inspection about the letter. 2) How often does the issue of a structure staying up past its allotted time (30-60 days) arise? Answer: don't recall a previous issue past 60 days. 3) Is an extension past the 30-60 days automatically granted? Answer: yes, unless there is an outstanding reason why it could not be done. 4) Any denials? Answer: none come to mind. To his knowledge, they have never granted a permit beyond 180 days. 5) Does the state see any issues with the way we handle our short term permits? Answer: in conversation, they do not see any issues. They agreed with the way we handled the issue with the Carrick House, and 6) Has the structure on North Limestone violated any of our building codes? Answer: no sir. I do not believe they have.

CM Henson asked if there were size restrictions on temporary structures. Mr. Crowe said the restrictions on a temporary structure are those that you physically can fit within the zoning ordinance restrictions for setbacks on a particular lot.

CM Blevins asked Bill Sallee from Planning to come forward. He asked, hypothetically, if the Carrick House was a permanent structure, how many reviews it would probably have. Mr. Sallee answered probably 2.

CM DeCamp stated that CM James told him that she was willing to appoint a subcommittee if needed on this issue. No one commented at first. Then, CM Stinnett asked what would be the purpose of the subcommittee. CM DeCamp stated that it would be to review the entire ordinance. CM Stinnett then said that he doesn't believe that looking at the entire ordinance would change the result because the issue is with one property not the current ordinance as a whole. CM Beard made a comment on this issue. Therefore, CM DeCamp stated that he would make recommendations to CM James to see if a fair ordinance can come about based on the testimony presented today.

II. Citizen's Advocate Office Standards/Policy & Procedures Manual

A motion by CM Beard to allow Council time to review the information on this issue in the packet and then discuss at the next Inter-Governmental Committee meeting, seconded by CM Blevins, passed without dissent.

III. Proposed New Compensation System

Commissioner Koch was there to give an update. She stated that they were not ready to give the specifics on this new system because the same people who are working on this issue are also working on the implementation of Peoplesoft and it was crucial that the implementation continued because LFUCG is paying for the consultants. She stated that it was unrealistic to believe that there would be money available for this new system at the beginning of the next fiscal year. She

will get back to the Council with a revised schedule after the implementation of Peoplesoft is complete.

IV. Boards/Commissions Reporting

Postponed to next Inter-Governmental Committee Meeting.

I. Update on Committee Items

No motions came from this item.

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

The meeting adjourned at 2:09 p.m.