

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
February 2-February 9, 2009**

Monday, February 2

Fayette County Rural Land Management Board Meeting.....3:00 pm
Conference Room-12th Floor Government Center

Tuesday, February 3

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

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

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

Wednesday, February 4

Government Center Task Force Meeting.....8:00 am
Conference Room-5th Floor Government Center

LFUCG Pension Fund Task Force Meeting.....3:00 pm
Conference Room-Commerce Lexington, 330 E Main St, Ste 100

Thursday, February 5

Storm Water Fee Task Force Meeting.....9:00 am
Council Chambers-2nd Floor Government Center

Friday, February 6

No Meetings

Monday, February 9

No Meetings

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

February 3, 2009

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary-Yes, January 27, 2009, pp.5-7**
- IV. Budget Amendments – None**
- V. New Business, pp.9-35**
- VI. Continuing Business / Presentations**
 - A. Budget and Finance Committee Update (not in packet)**
 - B. Raven Run Presentation – Jerry Hancock,
Director Parks and Recreation**
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of Change Order No. 1 to Contract with Louisville Paving Company Regarding the Glendover Tennis Court Renovation Project. (063-09) (Hancock/Cole)
This request will authorize Change Order No. 1 in the amount of \$1,655 to contract with Louisville Paving Company regarding the Glendover Tennis Court Renovation Project. This change includes an additional sidewalk and adds angled-corners to two courts. New contract amount is \$149,655. Funds are budgeted.**pp.9-11**
- B. Authorization of a Change Order No. 1 to Contract with Eubank & Steele Construction Company Regarding the Bell House Door Modification Project. (067-09) (Hancock/Cole)
This request will authorize Change Order No. 1 in the amount of \$4,901.35 to contract with Eubank & Steele Construction Company regarding the Bell House Door Modification Project. This change includes specified door hardware and installation of automatic door opener. New contract amount is \$21,701.35. Funds are budgeted.**pp.12-14**
- C. Authorization of a Host City Agreement Regarding the 2010 Alltech FEI World Equestrian Games™. (058-09) (Ebel/Kelly)
This request will authorize a Host City Agreement between the World Games 2010 Foundation, Inc., LFUCG, and the Lexington Host Committee regarding the 2010 Alltech FEI World Equestrian Games™. This agreement establishes terms and conditions of LFUCG and Lexington Host Committee support of the Games. There is no budgetary impact.**pp.15-23**
- D. Authorization of an Oracle Ordering Document and Purchase Order Regarding the PeopleSoft Project. (062-09) (Dhuwaraha)
This request will authorize an Oracle Ordering Document for \$26,551.14 for three (3) User Productivity Kit licenses and associated maintenance fees to assist the Division of Human Resources in creating PeopleSoft user-directed training materials. Funds are budgeted.**p.24**
- E. Authorization of an Engagement Letter with Leslie Vose of Landrum & Shouse, LLP. (059-09) (Askew)
This request will authorize an Engagement Letter with Leslie Vose of Landrum & Shouse, LLP, as counsel to represent LFUCG in the case of Howe v. LFUCG et al. Legal fees will be paid from the Self-Insured Retention Fund.**p.25**

F. Authorization of a Deed of Acceptance for Permanent Sanitary Sewer and Temporary Construction Easements Regarding the Cadentown Sanitary Sewer Project. (060-09) (Rayan/Webb)

This request will authorize a Deed of Acceptance, at no cost to LFUCG, for a Permanent Sanitary Sewer Easement of 436 square feet and a Temporary Construction Easement of 4,792 square feet at property located at 3031 Todds Road for the Cadentown Sanitary Sewer Project.**p.26**

G. Authorization of Purchase of Service Agreements (PSAs) for the Adopt-A-Spot Program with Nonprofit Organizations. (061-09) (P. King/Webb)

This request will authorize Purchase of Service Agreements under the Adopt-A-Spot Program for a total cost of \$20,000 for the cleanup of rural and city roadways from January 1 – December 31, 2009. PSAs are with Church United Methodist Church, BSA #220 for \$1,304.12; Aldergate Methodist Church, BSA #59 for \$1,567.20; Immanuel Baptist Church, BSA #41 for \$1,231.68; Rosemont Baptist Church, BSA #98 for \$1,157.40; Beaumont Presbyterian, BSA #279 for \$1,038.28; Greater Faith Apostolic Church, BSA #238 for \$1,103.60; Young Life for \$1,265.40; Bluegrass Chapter Order of Demolay for \$1,332.32; Christian Youth Fellowship for \$1,942.51; Phillips Memorial Church for \$2,191.56; Tates Creek HS Lacrosse Club for \$522.98; Brown & Brown Association for \$772; Boy Scout Troop #103 for \$298.85; Boy Scout Troop #13 for \$1,992.32; Boy Scout Troop #186 for \$273.95; Boy Scout Troop #382 for \$448.27; Boy Scout Troop #246 for \$636.12, and Tates Creek Presbyterian Church Boy Scout Troop #226 for \$921.44. The amounts are based on mileage and difficulty. Funds are budgeted.**p.27**

H. Authorization of an Engineering Services Agreement with Sherman Carter Barnhart, PSC, Regarding the Anniston / Wickland Stormwater Capital Improvements Project. (065-09) (Martin/Taylor)

This request will authorize an Engineering Services Agreement at a cost of \$55,000 with Sherman Carter Barnhart, PSC, for preparation of complete plans and specifications of the Anniston / Wickland Stormwater Capital Improvements Project. Funds are budgeted.**p.28**

I. Authorization of an Engineering Services Agreement with MACTEC Engineering and Consulting Inc., Regarding the Haley Pike Landfill. (068-09) (Bush/Taylor)

This request will authorize an Engineering Services Agreement at a cost of \$76,600 with MACTEC Engineering and Consulting, Inc., to conduct environmental monitoring of Haley Pike Landfill. Funds are budgeted.**pp.29-30**

J. Authorization to accept Supplemental Agreement No. 1 to Easement with the Department of the Army of a Pipeline Right-of-Way Regarding the North Elkhorn Force Main Project. (066-09) (Taylor)

This request will authorize the acceptance of Supplemental Agreement No. 1 to easement, at no cost to LFUCG, with the Department of the Army of a pipeline right-of-way at property located at 1051 Russell Cave Road regarding the North Elkhorn Force Main Project. This supplemental agreement will allow a change in the alignment of the easement due to a high-pressure gas line not identified on the original drawings.**pp.31-35**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

January 27, 2009

Mayor Newberry chaired the meeting. All Council Members were present.

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

A motion by CM Gorton to approve the summary of 1/20/09, seconded by CM Ellinger, passed without dissent but 1 abstention.

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

- A. Authorization to Accept Donations from Hunter Presbyterian Church, Joshua C. Santana, PSC, and Richard and Judith Flewelling on Behalf of the Department of Social Services, Division of Adult & Tenant Services, Cardinal Valley Center. (037-09) (Helm)
- B. Authorization of an Exchange of Information Agreement with the Commonwealth of Kentucky, Finance & Administration Cabinet, Department of Revenue, on Behalf of LFUCG Department of Finance & Administration, Division of Revenue. (054-09) (O'Mara/Koch)
- C. *Authorization to Purchase Rain Tainers for the Creation of the "Lily" Program as an Environmental Protection Agency (EPA) Green Infrastructure Project. (055-09) (Taylor)
- D. *Authorization to Amend Article I, Chapter 16 and Create Article X, Chapter 16 of the Code of Ordinances. (056-09) (Martin/Taylor)

***EPA Consent Decree**

A motion by CM Myers to refer item "D" to the Planning Committee, seconded by CM James, passed with a 13-2 vote (CMs Blues and Stinnett).

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

VI. Continuing Business / Presentations

A. Planning Committee Update

This update was given by CM Gorton. One motion came forward.

A motion by CM Gorton asking the law department to bring the inter-local agreement directly to the blue sheet process once it's available, seconded by CM Beard, passed without dissent.

B. Police & Fire Pension Fund Report

This report was given by Comm. Bennett. Several CMs asked questions.

VII. Council Report

CM Gorton-Congratulated her Legislative Aide, Melynda Milburn on running a person best at the Phoenix Marathon; stated that Storm Water Fee Task Force (SWTF) met on 1/22 and discussed costs and expenses; thanked Dir. Charlie Martin and Comm. Cheryl Taylor for their hard work and CM Cheryl Feigel for her presence and comments; invited all CMs to the next meeting.

CM James- Asked CM Gorton if there would be hearings for citizen comments on the proposed storm water fee; CM Gorton stated that there will be some form of public meeting to be held in the future; announced the wastebuster program will be 'accessing waste' from several government facilities at the recycling center on 2/18/09.

A motion by CM James to approve the NDF list for 1/27/09, seconded by CM James passed without dissent.

CM Stinnett-Congratulated Mayor Newberry on giving his 3rd merged government address; asked for update on salting of neighborhood streets; announced that the 6th District Presidents' meeting scheduled for tonight has been cancelled and rescheduled for 2/23/09.

CM Blues-Announced 2 neighborhood meetings on 2/2/09: at 6 pm Georgetown Street Area at the O'Rear Center and at 7 pm Green Acres/Hollow Creek at the park shelter.

CM Ellinger-A motion by CM Ellinger to hold an affordable housing task force workshop on 2/10/09 at 5 pm in the 5th fl conference room of the

Government Center.

CM McChord-Thanked Streets and Roads for their work during this inclement weather; announced that the Columbus Downtown Planning Commission is schedule to come here on 1/29 and 1/30 encouraged CMs to schedule a time with Renee Jackson to visit with them.

VM Henson-Stated appreciation for the work being done by the SWFTF; announced that Cardinal Valley neighborhood meeting will be held on next Tuesday, 2/3/09 at 7 pm.

CM Feigel-Announced that the Chevy Chase Merchants Association meeting was cancelled on 1/26/09 and it has been rescheduled for 2/3/09 at 6 pm at Buddy's.

VIII. Mayor's Report-None

Mayor Newberry stated that the LPD and Streets were working very diligently and expressed his gratitude. He announced that the joint Council/Administration retreat will be held at the Bates Creek Ballroom on 1/30 at 9:00 am.

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

A motion by CM Beard to adjourn work session, seconded by CM Stinnett, passed without dissent.

Work Session adjourned at 4:19 pm.

Budget Information For New Business Items
February 3, 2009 Work Session

Item	Number	Amount	Fund	Name / Description
A	063-09	1,655	2518	2009 Bond Projects Fund
B	067-09	4,901	1101	General Service District – General Fund
C	058-09	NA		
D	062-09	26,551	2514	2005 Bond Projects Fund
E	059-09	To be Determined	6021	Property and Casualty Claims Fund
F	060-09	NA		
G	061-09	20,000	3400	Grants - State
H	065-09	55,000	1140	Storm Water Fund - EPM
I	068-09	76,600	4121	Landfill Fund
J	066-09	NA		

063-09



Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks & Recreation
Jerry Hancock, Director

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council Members
Joe Kelly, Senior Advisor to the Mayor

FROM:


Jerry Hancock

RE: Change Order Request

DATE: January 15, 2009

RECEIVED

JAN 21 2009

GENERAL SERVICES
COMMISSIONER'S OFFICE

This is a request for Council approval to increase the amount of contract no. 946 with Louisville Paving company for renovation of Glendover Tennis Courts. This increase request is \$1,655.00 for additional sidewalk to avoid tree root damage and to add angled corners to two courts to reduce steep grades.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

063-09

CONTRACT HISTORY FORMContractor: Louisville PavingProject Name: Glendover Tennis Court RenovationContract Number and Date: 946, October 23, 2008Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS**

<u>Summary of Previous Change Orders To Date</u>	<u>Dollar Amount</u>	<u>Percent Change to Original Contract</u>
A. Original Contract Amount:	\$ <u>148,000.00</u>	
B. Cumulative Amount of Previous Change Orders:	\$ <u>0.00</u>	<u>0%</u> % (Line B / Line A)
C. Total Contract Amount Prior to this Change Order:	\$ <u>148,000.00</u>	
<u>Current Change Order</u>		
D. Amount of This Change Order:	\$ <u>1,655.00</u>	<u>1%</u> % (Line D / Line A)
E. New Contract Amount Including this Change Order:	\$ <u>149,665.00</u>	<u>101%</u> % (Line E / Line A)

SIGNATURE LINESProject Manager: Mark P. MorganDate: 12/19/08Reviewed by: Michelle CosiemaliDate: 1/16/09

Division Director: _____

Date: _____

**LEXINGTON -FAYETTE
URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2**

Date: 12/14/2008 **063-09** 1
Project: Glendover Tennis Court Renovation
Location: Glendover School
Contract No: 946
Change Order No. 1

To (Contractor)
Louisville Paving Company

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Additional sidewalk to avoid tree root damage		\$1,155.00
2	Add angled corners to 2 courts to reduce steep grades		\$500.00
3			
4			
5			
6			
7			
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	XXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXX.XX	\$1,655.00
	Net (increase) contract price		\$1,655.00

The sum of **1,655.00** is hereby added to the total contract price, and the total adjusted contract price to date thereby is **149,655.00**
The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by *Habibullah Kosreunah* (Superintendent) Date 1/14/09
Accepted by *[Signature]* (Contractor) Date 1/7/09
Approved by *[Signature]* (Director) Date 1/16/09
Approved by _____ (Commissioner) Date _____
Approved by _____ (Mayor or CAO) Date _____



067-09

RECEIVED

JAN 24 2009

GENERAL SERVICES
COMMISSIONER'S OFFICE

Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks & Recreation
Jerry Hancock, Director

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council Members
Joe Kelly, Senior Advisor to the Mayor

FROM:


Jerry Hancock

RE: Change Order Request

DATE: January 21, 2009

This is a request for Council approval to increase the amount of contract no. 948 with Eubank & Steele for improvements to the Bell House with a modification to door hardware and installation of an automatic door opener. This increase request is in the amount of \$4,901.35.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

Date: 1/14/09 067-09 13
Project: Bell House Door
Modifications

Change Order No. 1

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Modification to specified door hardware		\$170.98
2	Install automatic door opener, material & labor, not in original plan		\$4,730.37
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	XXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXX.XX	\$4,901.35
	Net (increase) contract price		\$4,901.35

Recommended by Mitchell Cosentino (Superintendent) Date 1-15-09
Accepted by Thomas P. Stuch (Contractor) Date 1-15-09
Approved by Stuch (Director) Date 1/16/09
Approved by Kudach (Commissioner) Date 1/26/09
Approved by _____ (Mayor or CAO) Date _____

CONTRACT HISTORY FORMContractor: Eubank & SteeleProject Name: Bell House Door ModificationsContract Number and Date: 948, December 9, 2008Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS****Summary of Previous Change
Orders To Date****Dollar Amount****Percent Change to
Original Contract**A. Original Contract Amount: \$ 16,800.00B. Cumulative Amount of
Previous Change Orders: \$ _____0% %
(Line B / Line A)\$ 4,901.3529% %E. New Contract Amount
Including this Change Order: \$ 21,701.35129% %
(Line E / Line A)**SIGNATURE LINES**Project Manager: Mark MorganDate: 1-15-09Reviewed by: Michelle KostromaleDate: 1-15-09

Division Director: _____

Date: _____



058-09

Lexington-Fayette Urban County Government

Jim Newberry, Mayor

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

From: Penny Ebel, Special Events Director *PE*

Date: January 22, 2009

Re: Authorization of 2010 Alltech FEI World Equestrian Games Host City Agreement

This is to request authorization of the Host City Agreement with the World Games 2010 Foundation and the Lexington Host Committee. This agreement establishes the terms and conditions of LFUCG and Lexington Host Committee support of the Games.

I appreciate your consideration of this item and request your approval.

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Host City Agreement

This Host City Agreement dated as of _____, 2008 is entered into among (i) the World Games 2010 Foundation, Inc. ("Foundation"), a Kentucky corporation, and (ii) the Lexington Fayette Urban County Government ("LFUCG"), a political subdivision of the Commonwealth of Kentucky, and (iii) Lexington Host Committee ("Committee"), organized by LFUCG.

Recitals

- A) The Federation Equestre Internationale ("FEI"), the international governing body responsible for equestrian sport and the sole owner of the right to stage and organize the 2010 FEI World Equestrian Games ("Games"), has appointed the Foundation to host and stage the Games in Lexington, Kentucky at the Kentucky Horse Park pursuant to the terms of a Staging Agreement dated December 6, 2005, as amended.
- B) Pursuant to the Staging Agreement, the Foundation is charged with ensuring that the LFUCG gives its full support to the organization of the Games and that it will reasonably protect the interest of the Games, FEI and its partners.
- C) The parties hereto desire to establish the terms and conditions of the LFUCG direct and indirect support of the Games and how LFUCG will protect the interest of the Foundation, Games, FEI and its partners, while at the same time presenting Lexington, Kentucky as a destination for tourism, residential living and industrial location for the Games visitors and viewers of Games telecasts throughout the world.

In consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions.

- a. Athletes: Those individual persons participating in the Games.
- b. Awards Presentation Reenactment: The presentation of medals to winning Athletes reenacted in downtown Lexington.
- c. Committee: The Committee is the Festival Organizing Committee.
- d. Closing Ceremony: A ceremony held at the Kentucky Horse Park on October 10, 2010 to celebrate the successful conclusion of the Games.

- e. Courthouse Plaza: The two (2) block plaza immediately adjacent to and west of the Fayette District Courthouse and the Fayette Circuit Courthouse and bounded by Main Street, Limestone Street and Barr Street in downtown Lexington, Kentucky.
- f. Exclusive Category Sponsor: Persons or entities officially licensed by the Foundation as an exclusive category sponsor with attendant rights and benefits.
- g. Lexington Host Committee: A committee of volunteers appointed by the Mayor of the LFUCG and designated to stage entertainment and other cultural and artistic activities in downtown Lexington during the Games Period.
- h. FEI: The Federation Equestre Internationale, the international governing body for equestrian sport.
- i. Games: The world championship competitions in eight disciplines known as the "2010 FEI World Equestrian Games" to be staged at the Kentucky Horse Park from September 25, 2010 through October 10, 2010.
- j. Games Banners: Street banners depicting the Games and designed by the Foundation or its designee.
- k. Games Clean Zone: A specific area consisting of a four (4) mile radius of the Kentucky Horse Park in Fayette County, and the entire length of Newtown Pike in Fayette County declared by LFUCG as a "clean zone" where all unauthorized advertising and street trading are prohibited.
- l. Games Marks: The trademarks, trade names, logos, slogans of the World Games 2010 Foundation, Inc. and/or the FEI.
- m. Games Period: September 25, 2010 through October 10, 2010.
- n. Games Sponsors: Persons or entities licensed by the Foundation as Official Exclusive Category Sponsors or as the Title Sponsor of the Games.
- o. Local Contributor: Persons or entities contributing to the Committee and sponsoring Committee activities and officially licensed by the Committee to the limited exclusive use of the Committee trademark, trade name or logo.
- p. Opening Ceremonies: The ceremony held at the Kentucky Horse Park on September 25, 2010 to celebrate the commencement of the Games.

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- q. Title Sponsor: A person or entity exclusively licensed by the Foundation as the Title Sponsor of the Games incorporating such sponsor's name into the official name of the Games.

2. Lexington Host City Organization and Activities.

- a. LFUCG has caused to be organized a committee of volunteers to develop and stage during the Games Period downtown Lexington entertainment and other cultural and artistic activities of a festive nature to celebrate the Games and welcome to the community the many local, state, national and international visitors ("Lexington Host Committee").
- b. The Committee intends to stage entertainment and other cultural and artistic activities during the Games Period including scheduled entertainment on the Courthouse Plaza in downtown Lexington. The Committee will be responsible for the staging area for entertainment activities at the Courthouse Plaza and shall be responsible for the costs of all entertainment activities, except as otherwise provided herein. The Committee will make prominent space available for the Foundation to cause a stage or stand to be erected with sound and lighting at the Foundation's costs for Award Presentation Reenactments and athlete appearances. The Foundation and the Committee will coordinate Committee festival activities in order to stage the Award Presentation Reenactment periodically throughout the Games Period. The stage or stand shall also be available for use by the Committee for entertainment, presentations and concert performances. The Committee shall also make space available for a videoboard and/or screen for viewing Games' live telecasts during the Games Period, including Opening and Closing Ceremonies, and viewing the Games highlights on a delayed basis during the evenings. The Foundation shall be responsible for those costs associated with providing the equipment, erecting the equipment, distributing the feed and operating the equipment to provide the downtown video presentations. Said videoboard or screen shall be positioned in clear view of the Courthouse Plaza.
- c. LFUCG and the Committee will cause the following streets, Main Street (from Midland to Newtown), Vine Street (from Midland to Main), and Limestone (from Vine to Barr), on street light poles fitted with banner brackets to be decorated with street banners of a non-commercial nature celebrating the festival activities and the Games. The Foundation will provide street banners celebrating the Games to be hung on alternate street light poles fitted with banner brackets ("Games Banners") and will be responsible for the cost associated with hanging such Games Banners, including banner hardware, not to exceed \$15.00 per banner hung. The Committee and LFUCG will be responsible for hanging all street banners and will be responsible for the cost

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associated with hanging all banners, except for the Games Banners. The banners will be hung no sooner than April 1, 2010.

If the Foundation wishes to hang banners on Newtown Pike, and arterial streets off Main Street within a two (2) block radius around the Courthouse Plaza, Phoenix Park and Triangle Park, the Foundation will purchase the banner bracket hardware and pay for installation.

3. Local Contributors and Use of Game Trademarks.

- a. The Committee shall have the right to develop a trademark provided the Committee trademark shall not incorporate the name of the Games nor incorporate a corporate or other legal name of the Foundation or FEI or other trademark, trade name or services mark of the Foundation or FEI, the words or mark "2010 World Equestrian Games", "World Equestrian Games", "FEI Games", or "Alltech".
- b. Subject to the terms and conditions hereof, the Committee shall have the unfettered right to use the Committee name and trademark and to license other commercial entities to use the Committee name and trademark to acknowledge that entity's contribution to the Committee and sponsorship of Committee activities.
 - i. The Local Contributor shall receive recognition on Committee signage and advertising that does not bear the Foundation trademarks or FEI trademark or any other logos, names or references to the 2010 World Equestrian Games. This restriction shall not apply to any Games Sponsor licensed by the Foundation.
 - ii. The Local Contributor shall receive recognition at Committee related events and activities in downtown Lexington.
 - iii. The Committee may place its trademark or logo on apparel provided no Foundation trademark or FEI trademark or related name or marks are placed on such apparel.
 - iv. Local contributors shall have the right to purchase up to 10 tickets per event for a donation of \$75,000.00 or more; up to 8 tickets per event for a donation of \$50,000.00 or more; up to 6 tickets per event for a donation of \$25,000.00 or more; up to 4 tickets per event for a donation of \$20,000.00 or more; and up to 2 tickets per event for donation of \$15,000.00 or more, and/or hospitality at the Kentucky Horse Park during the Games through the Committee. In order to

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protect the Games Sponsors, such tickets and hospitality shall not be used in any promotional activities by the Local Contributor.

v. The Committee agrees to conduct its activities contemplated by this Agreement in such a way as to promote the goodwill associated with the Games, the Foundation and the FEI.

vi. The LFUCG and the Committee may apply for grants and/or solicit funds from corporate and state and federal authorities. LFUCG and the Committee acknowledge and agree that there should be specific, written acknowledgement by any donor that the Foundation is not the recipient of the funds.

4. Anti-Ambush Campaign.

- a. The LFUCG and the Committee agree to use their best efforts to minimize "ambush marketing" in and around the Lexington community during the Games Period.
 - i. During the Awards Presentation Reenactments or athlete appearances at the Courthouse Plaza, the Committee shall cooperate with the Foundation to ensure that only Games Sponsor logos or other identification or signage appear on or within 10 feet of the stage or stand or in view of television cameras. During events, presentations or concert performances conducted by the Committee, the Committee shall have the right to provide recognition of its Local Contributors through signage on the stage and otherwise.
 - ii. The LFUCG shall also enact a Games Clean Zone ordinance that will place restrictions on advertising within a four (4) mile radius of the Kentucky Horse Park in Fayette County and the entire length of Newtown Pike in Fayette County by anyone other than Games Sponsors and the Foundation's official merchandise retail licensees. Such ordinance shall limit licenses to distribute or sell items, within the Games Clean Zone to the Games Sponsors and Foundation's official merchandise retail licensees. No new signage shall be located within the Games Clean Zone for thirty (30) days preceding and during the Games Period.

5. Miscellaneous.

- a. Notices. Notices, requests and other communications hereunder shall be in writing and may be delivered: (i) personally by hand; (ii) prepaid overnight commercial delivery service; or (iii) by facsimile (fax) with

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confirmation of receipt, addressed as follows, unless changed by written notice:

If to the Foundation: World Games 2010 Foundation, Inc.
2010 World Games Way
Lexington, Kentucky 40511

If to LFUCG: Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Mayor Jim Newberry

If to the Committee:

Such notice shall be effective upon receipt.

b. Assignment. This Agreement may not be transferred or assigned by any party (whether voluntarily or by operation of law) without the prior written consent of each of the other parties.

c. No Joint Venture Partnership or Agency. Neither this Agreement nor the course of dealing among them shall create a joint venture, partnership, franchise, principal-agent or similar relationship among the parties. The Committee shall not act or purport to act as agent of the Foundation, and this Agreement shall not be deemed to constitute the Committee with general authority or power to act on behalf of the Foundation or Games. The Committee shall not enter into Agreements which are binding upon Foundation. The Committee shall not act in any manner which will expose the Foundation to liability, nor shall the Committee pledge or attempt to pledge the Foundation's credit. The Committee understands, agrees and acknowledges that the Committee is solely responsible for payment of any taxes and/or assessments owing due to revenues earned by the Committee or the performance of the services described herein or otherwise pursuant to this Agreement.

The Foundation shall not act or purport to act as agent of the Committee, and this Agreement shall not be deemed to constitute the Foundation with general authority or power to act on behalf of the Committee. The Foundation shall not enter into Agreements which are binding upon the Committee. The Foundation shall not act in any manner which will expose the Committee to liability, nor shall the Foundation pledge or attempt to

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pledge the Committee's credit. The Foundation understands, agrees and acknowledges that the Foundation is solely responsible for payment of any taxes and/or assessments owing due to revenues earned by the Foundation or the performance of the services described herein or otherwise pursuant to this Agreement.

d. Severability. The determination of any provision of this Agreement as invalid or unenforceable shall not invalidate this Agreement, all of such provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

e. Entire Agreement. This Agreement (including all exhibits and documents referred to herein which form a part of this Agreement) constitutes the entire agreement of the parties and the provisions supersede any and all prior and contemporaneous agreements or understandings relating to the same subject matter.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

g. Waiver. The failure of the Foundation or the Committee to insist in any one (1) or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement, term, provision or condition or election, but the same shall continue and remain in full force and effect. No waiver by the Foundation or the Committee of any covenant, agreement, term, provision, condition or election of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate officer on behalf of such party.

h. Further Assurances. The Committee agrees to execute and deliver, or cause to be executed or delivered, such instruments and documents as the Foundation may reasonably request or require to more effectively carry out the purpose and intent of this Agreement.

i. No Third Party Beneficiaries. It is expressly understood that there are no third party beneficiaries to this Agreement.

j. Headings. The headings used here are merely for convenience and should not affect the interpretation of any provision of this Agreement.

k. Amendments. No amendment to this Agreement shall be deemed to have been made unless expressly agreed upon in writing signed by an appropriate officer of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective on the day and year first above written.

World Games 2010 Foundation, Inc.

By: _____

Its: _____

Lexington Fayette Urban County Government

By: _____

Its: _____

Lexington Host Committee

By: _____

Its: _____

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062-09

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Computer Services

MEMORANDUM

TO: Mayor Jim Newberry
FROM: Chad Cottle, PeopleSoft Project Mgr
VIA: Rama Dhuwaraha, Senior Advisor/CIO
DATE: January 23, 2009
RE: UPK License Purchase

Please find an Administrative Review Form (bluesheet), Oracle Ordering Document and Purchase Order for the acquisition of (3) three User Productivity Kit licenses and associated maintenance costs. These licenses will assist Human Resources Generalists in creating Peoplesoft user-directed training materials. On behalf of the CIO, your approval and signature are requested on the Ordering Document.

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 Mainframe Services/Information Technology/GIS-Applications

(859) 258-3330 FAX (859) 258-3399



059-09

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Law

TO: Jim Newberry, Mayor
FROM: Department of Law
DATE: January 20, 2009
RE: Approval of Engagement Letter with Landrum and Shouse

In the case of Howe v. LFUCG et. al., the Department of Law has been advised by an Ethics Hotline attorney that a conflict exists and the Department of Law must withdraw from representation of the parties in the case.

The Department of Law recommends Leslie Vose for the representation of the LFUCG. The legal fees will be paid from the Self Insured Retention Fund. Ms. Vose is on our approved list of lawyers.

This memorandum is requesting ratification of the engagement letter with Landrum and Shouse in this matter. If you have any questions, please contact me.



Logan Askew
Commissioner of Law

cc: Rebecca Langston

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HORSE CAPITAL OF THE WORLD




060-09

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 

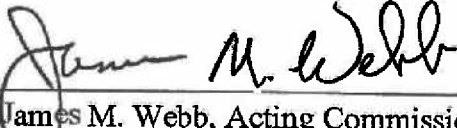
Date: January 21, 2009

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 the Charles Morton Estate at no cost for the acquisition of 436 square feet of permanent sanitary sewer easement and 4792 square feet of temporary construction easement on the property located at 3031 Todds Rd.

Approved by:


Marwan Rayan, P.E.
Urban County Engineer


James M. Webb, Acting Commissioner
Department of Public Works and Development

PDO:MR:JW

c: Robert Bayert, P.E.
Bill Bowie, P.E., L.S.
Glenda George

Yvonne Stone
File

06.P467.406.bluesheetp1



061-09

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: JANUARY 21, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENTS WITH VARIOUS NONPROFIT ORGANIZATIONS FOR PARTICIPATION IN THE ADOPT-A-SPOT ROADWAY CLEANUP PROGRAM—FY 2009

The Lexington-Fayette Urban County Government is a recipient of state funds from the Kentucky Pride Fund providing for litter cleanups on Fayette County roadways. These funds were accepted by Council on September 18, 2008 (Ordinance # 209-2008). The LFUCG Department of Public Works uses a portion of these funds to support the Adopt-a-Spot program. The Adopt-a-Spot program includes the participation of non-profit organizations who conduct litter pickups on designated roadways four times per year. This program, modeled after a successful state adopt-a-spot program, was implemented several years ago in response to a request from citizens who voiced a need for litter pick-up on public roadways. The dollar amounts are based upon mileage and difficulty.

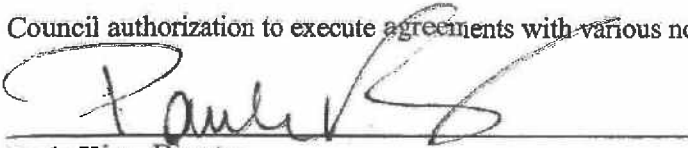
Agreements are proposed with the following organizations that will conduct clean-ups on rural roadways: Christ United Methodist Church, BSA #220 (\$1,304.12); Aldersgate Methodist Church, BSA #59 (\$1,567.20); Immanuel Baptist Church, BSA #41 (\$1,231.68); Rosemont Baptist Church, BSA #98 (\$1,157.40);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

Agreements are proposed with the following organizations that will conduct clean-ups on inner city roadways: Christian Youth Fellowship (\$1,942.51); Phillips Memorial Church (\$2,191.56); Bates Creek HS Lacrosse Club (\$522.98); Brown & Brown Assoc. (\$772.00); Boy Scout Troop #103 (\$298.85); Boy Scout Troop #13 (\$1,992.32); Boy Scout Troop #186 (\$273.95); Boy Scout Troop #382 (\$448.27); Boy Scout Troop #246 (\$636.12), and Bates Creek Presbyterian Church BS Troop 226 (\$921.44).

Funds for these activities for the period of January 1, 2009 through December 31, 2009, in the amount of \$20,000 are budgeted as follows:

FUND	DEPT ID	Section	ACCT	PROJECT/GRANT	BUD REF	ACTIVITY
3400	303301	0001	71299	KY PRIDE	2009	DEFAULT

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


Paula King, Director

Xc: Mike Webb, Acting Commissioner of 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





065-09 28
RECEIVED JAN 12 2009

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

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Gregory S. Lubeck, P.E., CFM
Municipal Engineer Senior

Date: January 12, 2009

RE: Engineering Services Agreement- Anniston/ Wickland Stormwater Project

With this memorandum is an Engineering Services Agreement between the Lexington-Fayette Urban County Government and Sherman Carter Barnhart, PSC for engineering design services to be provided for the Anniston/ Wickland Stormwater Improvement Project. This agreement is for the preliminary design as described in the Scope of Services. Once the preliminary design is complete, this agreement may be amended to include preparation of final design documents.

If final design documents are required, a final design fee will be negotiated. Based on the outcome of those negotiations, an amendment to this contract may be requested at a later date.

Accounting Information: 1140-303204-3321-71205

Approved by:

Charles Martin, P.E.
Director of Water Quality

Cheryl Taylor
Commissioner of Environmental Quality

C: Cassie Felty
File

09.P560.400.SCB Engineering Services Agreement Bluesheet.doc

HORSE CAPITAL OF THE WORLD


068-09



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Environmental Policy Department of Environmental Quality

To: Mayor Jim Newberry
Urban County Council

From: 
Cheryl A. Taylor, Commissioner

Date: January 27, 2009

Re: Request authorization for Water Monitoring contract at Haley Pike Landfill with
MACTEC Engineering.

The Department of Environmental Quality is requesting the authorization for the water monitoring contract with MACTEC Engineering. MACTEC Engineering will monthly monitor surface water required by the KPDES discharge permit is by the Kentucky Division of Water and quarterly monitor groundwater required by the landfill permit.

If there are any question regarding this contract, please contact Susan Bush.

HORSE CAPITAL OF THE WORLD

068-09

EXHIBIT A**SCOPE OF WORK, FEE, AND SCHEDULE**

This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on January 23, 2009, between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER)** and **MACTEC ENGINEERING AND CONSULTING, INC. OF LEXINGTON, KENTUCKY (CONSULTANT)** providing for professional engineering services for water monitoring services at the Haley Pike landfill, providing all the engineering, consulting, data collection, and laboratory services identified in the *Response to RFP# 46-2008 Proposals for Engineering Consultant for Water Monitoring at Haley Pike Landfill*. The services to be provided include:

- Provide services to monitor and analyze the leachate, surface water, and groundwater in the vicinity of the existing Lexington-Fayette Urban County landfill, located off Haley Pike, in compliance with the requirements of the currently approved Kentucky Department for Environmental Protection, Division of Waste Management permit.
- Provide services to monitor and analyze surface water in accordance with the requirements of KPDES permit issued by the Kentucky Department of Environmental Protection (KYDEP), Division of Water.
- Prepare statistical analyses of the groundwater data using the Standard Control Chart Method for each sampling event.
- Prepare all reports of surface water monitoring results as required by the Kentucky Pollutant Discharge Elimination System (KPDES) issued by the Kentucky Division of Water.
- Prepare all reports of groundwater monitoring results as required by the current permit issued by the Kentucky Division of Water Management.
- All KPDES monthly discharge monitoring reports shall be prepared and submitted to OWNER by the 20th of the month following sample collection. All quarterly ground water monitoring reports and statistical analysis shall be submitted to OWNER ten (10) days prior to the end of each quarter.
- An electronic copy of these hard copies of each surface water and groundwater monitoring report shall be provided by the CONSULTANT.

CONSULTANT shall provide all services for an annual fee of \$77,600.00 per year for a period of three years, from January 1, 2009, to January 1, 2012, with an option to renew for a second period of three years (until January 1, 2015) if requested by the OWNER and agreed by the CONSULTANT.



066-09

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Water Quality

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Mary Bennett *MB*
Engineering Technician

Date: January 22, 2009

Re: Resolution Authorizing Acceptance of Supplemental Agreement to Easement
Project No. 348 - North Elkhorn Force Main

The purpose of this memorandum is to request a resolution authorizing the acceptance and execution of a Supplemental Agreement with the United States Army Engineer District (USAED), Louisville, at no cost, for the acquisition of a permanent sanitary sewer easement and a temporary construction easement from the property located at 1051 Russell Cave Road, Lexington, Kentucky, in conjunction with the North Elkhorn Force Main project.

This revises the previous easement that was accepted and executed by the Lexington Fayette Urban County Council via Resolution No. 156-2007 that was passed on April 12, 2007. The revision is necessitated by a realignment of the force main installation as illustrated in the attached Exhibit "A."

Approved by:

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

Cheryl Taylor, Commissioner
Department of Environmental Quality

Attachments

c: Rodney Chervus, P.E. Rick Day, P.E. Jim Wray Keith Horn Yvonne Stone File

09.P348.406.blue1051USAR suppl

HORSE CAPITAL OF THE WORLD

066-09

SUPPLEMENTAL AGREEMENT NO. 1 to
EASEMENT NO. DACA27-2-07-164

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
DAVID BARROW USARC
LEXINGTON, KENTUCKY
COUNTY OF FAYETTE

THIS SUPPLEMENTAL AGREEMENT NO. 1, granted by the Secretary of the Army, hereinafter referred to as the Secretary, to Lexington-Fayette Urban County Government, hereinafter referred to as the grantee, WITNESSETH THAT:

WHEREAS, Easement No. DACA27-2-07-164 was granted for a term of 50 fifty (50) years beginning February 1, 2007, and ending on January 31, 2057 for a 20-foot wide easement for the maintenance of a 30-inch diameter ductile iron main as well as a temporary one (1) year construction easement, over, across, in, and upon lands under the land of the United States located at the David Barrow USARC, Lexington, Kentucky, County of Fayette; and

WHEREAS, the grantee has requested a change in the alignment of the easement due to a high pressure gas line which was not marked on the original drawings; and

WHEREAS, it has been determined to be in the best interest of the Government to amend the said easement; and

NOW THEREFORE, effective upon the date of execution, Easement No. DACA27-2-07-164 is hereby amended in the following particular, but in no others:

1. The alignment of the easement is changed and reflected in Exhibit "A" attached to this document. Exhibit "A" attached to this document will replace the previous Exhibit "A" attached to the original easement.

SUPPLEMENTAL AGREEMENT NO. 1 to
EASEMENT NO. DACA27-2-07-164

THIS SUPPLEMENTAL AGREEMENT is not subject to Title 10, United States Code, Section 2662.

All other terms and conditions of the aforesaid easement shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ____ day of _____, 2008.

FOR THE SECRETARY OF THE ARMY

MICHAEL G. BARTER
Chief, Real Estate
U S Army Corps of Engineers
Louisville, District

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2008 by Michael G. Barter, on behalf of the United States of America.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESOLUTION NO. 156-2007

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND ACCEPT THE EASEMENT FOR PERMANENT SANITARY SEWER AND TEMPORARY CONSTRUCTION EASEMENTS FROM THE UNITED STATES OF AMERICA, FOR THE PROPERTY LOCATED AT 1051 RUSSELL CAVE ROAD, FOR THE NORTH ELKHORN FORCE MAIN PROJECT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and accept the Easement for permanent sanitary sewer and temporary construction easements, which is attached hereto and incorporated herein by reference, from the United States of America, for the property located at 1051 Russell Cave Road, for the North Elkhorn Force Main Project, at no cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 12, 2007

/s/ Jim Newberry
MAYOR

ATTEST:

/s/ Liz Damrell
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: April 18, 2007-1t

