

**URBAN COUNTY COUNCIL  
SCHEDULE OF MEETINGS  
August 17-August 24, 2009**

**Monday, August 17**

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

**Tuesday, August 18**

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

Planning Committee Meeting.....**CANCELLED**  
Council Chambers-2<sup>nd</sup> Floor Government Center

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

**Wednesday, August 19**

Greenspace Commission Meeting.....3:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

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

Lextran Board Meeting.....6:30 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

**Thursday, August 20**

No Meetings

**Friday, August 21**

No Meetings

**Monday, August 24**

No Meetings

**LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**

**WORK SESSION AGENDA**

**August 18, 2009**

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary-Yes (separate)**
- IV. Budget Amendments – None**
- V. New Business, pp.7-30**
- VI. Continuing Business / Presentations**
  - A. Services Committee (separate)**
  - B. Ad Valorem Tax**  
Bill O'Mara, Commissioner, Department of Finance  
& Administration & Mary Fister, Director of Budgeting
  - C. Division of Engineering Internal Audit**  
Bruce Sahli, Director of Internal Audits
  - D. Urban Services Fund & Waste Management Plan**  
Cheryl Taylor, Commissioner, Department of  
Environmental Quality
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**

## ADMINISTRATIVE SYNOPSIS

### New Business Items

- A. Authorization for Approval of Salary Increase of a Civil Service Employee Under Section 21-26.2 of the Code of Ordinance within the Department of General Services, Division of Facilities and Fleet Management. (496-09) (O'Mara)  
This request will authorize the approval of a 12% increase in salary for David Loney, promoted to Deputy Director of Fleet (Grade 120E), for his experience and / or exceptional qualifications under Section 21-26.1 of the Code of Ordinances.**p.7**
- B. Authorization for Approval of Salary Increase of a Civil Service Employee Under Section 21-26.2 of the Code of Ordinance within the Department of Environmental Quality, Division of Waste Management. (497-09) (O'Mara)  
This request will authorize the approval of a 23% increase in salary for Kevin Bennett, promoted to Program Manager Sr. (Grade 120E), for his experience and / or exceptional qualifications under Section 21-26.1 of the Code of Ordinances.**p.8**
- C. Authorization to Amend the 2009 Consolidated Plan to Establish a New HOME Investment Partnerships Program Project. (498-09) (P. King/ O'Mara)  
This request will authorize an amendment to the 2009 Consolidated Plan for the establishment of a new HOME Investment Partnership Program project for the Lexington-Fayette Urban County Housing Authority in the amount of \$150,000 as a developer subsidy for the Equestrian View Homeownership Site that will have 102 single-family units. The units will be sold to households whose income is at or below 80% of median income. This project will be funded from excess funds of \$136,631 awarded from the US Department of Housing and Urban Development. The excess federal funds will require a local match of \$33,924. Funds are budgeted.**p.9**
- D. Authorization to Accept a Donation from Galls® on Behalf of the Department of Public Safety, Division of Police. (499-09) (Bastin/Bennett)  
This request will authorize the acceptance of twelve (12) insulated bags donated by Galls® on behalf of the Division of Police. The bags will be given to civilian employees selected as the Civilian Employee of the Month.**p.10**

- E. Authorization of a Memorandum of Understand (MOU) with the University of Kentucky, Department of Athletics (UKDA) on Behalf of the Department of Public Safety, Division of Police. (500-09) (Bastin/Bennett)  
This request will authorize a MOU with the UKDA on behalf of the Division of Police for use of police officers to assist with traffic and crowd control for UK-hosted football sporting events. The cost of overtime will be paid by the University.**pp.11-16**
- F. Authorization of a State and Local Task Force Agreement with the Drug Enforcement Administration (DEA) on Behalf of the Department of Public Safety, Division of Police. (501-09) (Bastin/Bennett)  
This request will authorize a State and Local Task Force Agreement with DEA on behalf of the Division of Police for the continuation of the LFUCG / DEA Task Force. There is no budgetary impact for LFUCG.**pp.17-20**
- G. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Environmental Policy. (502-09) (Allen/Taylor)  
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to create one (1) position of Environmental Outreach Specialist (Grade 115E) within the Division of Environmental Policy. The fiscal impact for FY2010 will be \$47,482.43. This position was funded in FY2009 Budget and continued in FY2010 Budget. Funds are budgeted.**p.21**
- H. Authorization to Amend Section 5-76 of the Code of Ordinances on Behalf of the Department of Public Works and Development, Division of Building Inspection, Regarding Electrical Fees. (504-09) (Crowe/Webb)  
This request will authorize an amendment to Section 5-76 of the Code of Ordinances on behalf of the Division of Building Inspection, to increase electrical fees under the 2008 *National Electrical Code*® adopted by the Commonwealth of Kentucky. The increase in fees will be effective in Lexington-Fayette County on September 1, 2009.**pp.22-24**
- I. Authorization to Amend Agreement with Commonwealth Inspection Bureau, Inc., on Behalf of the Department of Public Works and Development, Division of Building Inspection, Regarding Electrical Inspection Services for LFUCG. (505-09) (Crowe/Webb)  
This request will authorize an amendment to Agreement dated December 1, 2006, with Commonwealth Inspection Bureau, Inc., to allow for a decrease of full-time electrical inspectors when the issuance of building permits decreases by 20% or more for a period of six (6) months. This amendment will be effective September 1, 2009, to coincide with the implementation of the 2008 *National Electrical Code*®.**pp.25-28**

- J. Authorization of a Software Product License Agreement with Granicus, Inc., Regarding the Council Chambers Voting System. (506-09) (Lamb/Dhuwaraha

This request will authorize a Software Product License Agreement with Granicus, Inc. at a 5% reduced cost of \$2,470 per month for 24 months for maintenance and support of the voting system in the Council Chambers. Funds are budgeted.**pp.29-30**

## NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

August 18, 2009 Work Session

5

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

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST
498-09	BA 2396	Community Development	To budget additional expense and revenue (Federal funds and local Match) for the Home – 2010 Program (2009 Consolidated Plan).
C			3120 170,555 3120 170,555CR 0*

### EFFECT ON FUND BALANCES

FUND 3120 0\* NO IMPACT TO: US DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Budget Information For New Business Items**  
August 18, 2009 Work Session

Item	Number	Amount	Fund	Name / Description
A	496-09	NA		
B	497-09	NA		
C	498-09	170,555	3120	US Dept of Housing and Urban Development Budget Journal
D	499-09	NA		
E	500-09	Undetermined	1101	General Service District – General Fund
F	501-09	NA		
G	502-09	47,482	1115	Urban Service District Fund
H	504-09	Undetermined	1101	General Service District – General Fund
I	505-09	NA		
J	506-09	29,640	1101	General Service District – General Fund



496-09

7

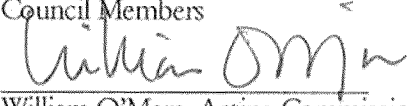
Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

MEMORANDUM

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

FROM:   
William O'Mara, Acting Commissioner  
Department of Finance and Administration

DATE: July 21, 2009

RE: Ordinance 21-26.1

Council authorization is requested to approve the salary of a Civil Service employee who has gone through the promotional process and offered a salary higher than the 10%. Pursuant to Section 21-26.1 of the Code of Ordinance, all salary increases greater than 10% must be approved by the Urban County Council. The employee, David Loney, promoted to Deputy Director of Fleet Services (Grade 120E). Because of Mr. Loney's experience and/or exceptional qualifications, his salary was appealed and approved by the Senior Advisor giving him a twelve percent (12%) increase in salary. Thus, council approval is necessary.

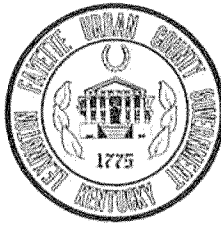
If you have questions or need additional information, please contact Daniel H. Fischer at 258-3030.

Attachment

cc: Kimra Cole, Commissioner of General Services  
Michael Allen, Director, Division of Human Resources  
Darrylyn Combs, HR Senior Manager, Division of Human Resources  
Jim Dodson, HR Analyst, Division of Accounting

10-0012





497-09

8


Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

MEMORANDUM

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

FROM:   
William O'Mara, Acting Commissioner  
Department of Finance and Administration

DATE: July 21, 2009

RE: Ordinance 21-26.1

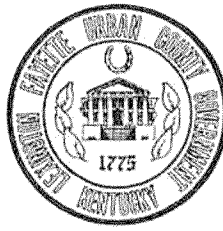
Council authorization is requested to approve the salary of a Civil Service employee who has gone through the promotional process and offered a salary higher than the 10%. Pursuant to Section 21-26.1 of the Code of Ordinance, all salary increases greater than 10% must be approved by the Urban County Council. The employee, Kevin Bennett, promoted to Program Manager Sr. (Grade 120E). Because of Mr. Bennett's experience and/or exceptional qualifications, his salary was appealed and approved by the Senior Advisor giving him a twenty three percent (23%) increase in salary. Thus, council approval is necessary.

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

Attachment

cc: Cheryl Taylor, Commissioner of Environmental Policy  
Steve Feese, Director, Division of Waste Management  
Michael Allen, Director, Division of Human Resources  
Darrylyn Combs, HR Senior Manager, Division of Human Resources  
Jim Dodson, HR Analyst, Division of Accounting

10-0011



498-09

9

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

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

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

**DATE: AUGUST 4, 2009**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO AMEND THE  
2009 CONSOLIDATED PLAN TO PROVIDE FOR THE  
ESTABLISHMENT OF A NEW HOME INVESTMENT PARTNERSHIPS  
PROJECT**

On April 23, 2009 (Ordinance No. 52-2009), Council approved submission of the 2009 Consolidated Plan for the Community Development Block Grant Program, HOME Investment Partnerships Program, and the Emergency Shelter Grants Program.

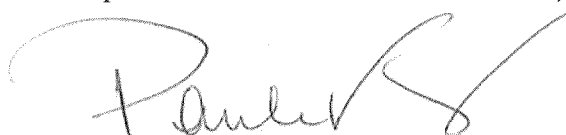
The following is being recommended as a new HOME Investment Partnerships (HOME) project as an amendment to the 2009 Consolidated Plan.

The Lexington-Fayette Urban County Housing Authority has requested HOME Investment Partnerships funds in the amount of \$150,000 as a developer subsidy for the Equestrian View Homeownership Site. Of the 102 single family units to be constructed, the Housing Authority anticipates that approximately 25 of them will require foundation excavation to a depth greater than four feet below grade. The additional excavation is estimated to add as much as \$6,000 to the cost of the unit. These units will be sold to households whose incomes are at or below 80% of median income.

Funds to support this new project will come from the 2009 award from the U.S. Department of Housing and Urban Development. Awarded funds were \$136,631 in excess of amount anticipated. Additional federal funds required additional local match of \$33,924.

Budget amendment is in process providing funds for this project.

Council authorization to amend the 2009 Consolidated Plan, establishing a new project, "Equestrian View" in the amount of \$150,000 is hereby requested.

  
\_\_\_\_\_  
Paula King, Director

Xc: Bill O'Mara, Acting Commissioner of Finance and Administration



## LEXINGTON DIVISION OF POLICE

499-09

10

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

**TO:** Mayor Jim Newberry  
Urban County Council

**FROM:** Chief Ronnie Bastin  
Division of Police

**DATE:** August 7, 2009

**RE:** Donation of Insulated Bags from Gall's

Please find attached a blue sheet requesting approval to accept a donation of twelve (12) insulated bags received from Gall's. The bags will be distributed monthly to civilian employees who are selected as "Civilian Employee of the Month". The donated bags are valued at \$132.00.

There will be no budgetary impact. If you have any questions or require additional information, please contact me.

A handwritten signature in cursive script, reading "R. Bastin", written over a horizontal line.

Ronnie Bastin  
Chief of Police

RB/rmh

cc: Tim Bennett, Commissioner of Public Safety

**LEXINGTON DIVISION OF POLICE**

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

**TO:** Mayor Jim Newberry  
Urban County Council

**FROM:** Chief Ronnie Bastin  
Division of Police

**DATE:** August 6, 2009

**RE:** Memorandum of Understanding – University of Kentucky Football Games

Please find attached blue sheet and documentation for a Memorandum of Understanding between the University of Kentucky and the Lexington-Fayette Urban County Government. This MOU allows for reimbursement from the University of Kentucky for use of Division of Police personnel to assist with traffic control and crowd control during UK home football games at Commonwealth Stadium. The attached agreement requires Mayor Newberry's signature.

Upon approval and signing, please forward MOU to the Chief's Office to acquire signature from the University of Kentucky.

A handwritten signature in cursive script that reads "R. Bastin".

Ronnie Bastin  
Chief of Police

Attachment

cc: Tim Bennett, Commissioner of Public Safety

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between the Lexington-Fayette Urban County Government (LFUCG) and the University of Kentucky (UK), Department of Athletics (UKDA).

**WITNESSETH:**

**WHEREAS**, UK desires to contract with LFUCG for the provision of police officers to assist with traffic control and crowd control for UK-hosted football sporting events when requested;

**WHEREAS**, LFUCG has determined that the provision of such service to UK would be in the public interest, and that LFUCG does not otherwise possess sufficient manpower resources to provide such services in the absence of reimbursement of police officer overtime salary and benefit expenses; and

**WHEREAS**, LFUCG and UK have mutually determined and agreed that the most efficient and effective means for provision of such services is through the assignment of a detail of LFUCG police officers under the terms and conditions hereinafter set forth in this MOU.

**NOW THEREFORE**, LFUCG and UK in consideration of the mutual promises and other good and valuable consideration described herein agree as follows:

**I. SCOPE AND CONDITIONS OF DETAIL ASSIGNMENT**

1. LFUCG will assign a detail of police officers for football sporting events hosted by UK when requested, with the number of police officers so assigned agreed to in advance of each such event by the parties. During all such details, LFUCG shall retain the sole and exclusive right to supervise the work activities of all officers assigned to UK sporting events.

2. LFUCG agrees to provide a ranking officer to act as the supervisor of the detail and serve as a liaison/point of contact to the UK Police Department (UKPD) event operational commander.
3. UK acknowledges and agrees that LFUCG Police Officers have a continuing obligation to enforce the criminal laws of the Commonwealth of Kentucky and to otherwise take appropriate enforcement action regardless of their assignment to a detail under the terms of this MOU.
4. Both parties agree that the overall operational control of the event shall be the responsibility of UKPD unless otherwise specified and agreed upon by both parties in writing by an amendment to this agreement. It is further agreed that traffic control patterns and control points outside the immediate area of Commonwealth Stadium shall be under the responsibility and operation control of LFUCG.
5. It is further agreed between both parties that a Unified Command system will be practiced in that there will be an incident command structure in place with the UKPD event operational commander serving as the incident commander.
6. LFUCG agrees that the event supervisor or designee will attend regularly scheduled event operational meetings when requested.
  - A. LFUCG assigned to the event will report to the LFUCG event supervisor at the specified time and location for event detail assignments.
  - B. LFUCG event supervisor will conduct event briefings to assigned officers and then report assignments, names, and unit numbers to the UKPD event operational commander.

- C. Detail assignments inside the stadium will be determined by the UKPD event operational commander prior to the event.
  - D. LFUCG agrees that the responsibility for ensuring that LFUCG personnel are present at assigned locations and operational assignments will be the responsibility of the LFUCG event supervisor.
  - E. The LFUCG event supervisor will be responsible for providing UKPD with copies of any enforcement actions taken for statistical reporting for the event.
7. LFUCG will investigate and attempt to resolve complaints of misconduct of its employees; similarly, UKPD will investigate and attempt to resolve complaints of misconduct of its employees.
- A. If a complaint involving the same fact pattern involves employees of LFUCG and UKPD, the UKPD Chief of Police and the LFUCG Chief of Police will determine if separate or joint investigations will be conducted.
  - B. Where no specific officer or agency is identified in the complaint, an investigation to determine the identity of the Officer shall be conducted by UKPD.
  - C. The Chief Executive Officer of each agency shall ensure that his/her employee(s) will give full cooperation, relative to what they witnessed during administrative investigations by members of the outside agency.
8. Communications between the agencies will be conducted on the designated LFUCG radio channel with UKPD providing a communications officer acting as the communications liaison.

A. Both parties agree that the designated radio channel may be patched to UKPD's radio frequency for the event to provide optimal communications interoperability.

B. LFUCG personnel will identify themselves by agency and unit number when communicating with the event operations command center.

9. Both agencies agree that employees will be covered under their respective agencies' workers compensation program in the event of an on the job injury at the event. Further LFUCG and UK, shall be each liable for the actions of their respective employees as specified by law.

## **II. TERMS OF REIMBURSEMENT**

1. UK agrees to reimburse LFUCG for providing police officers under the terms of this MOU.
2. Reimbursable expenses under this MOU are all actual expenses including: overtime salary (one and one half of the salary of each police officer); and benefits (all fringes).
3. LFUCG shall submit to UKDA a statement detailing the amount of reimbursement claimed within thirty (30) days following completion of each detail provided by LFUCG under this MOU.
4. UKDA shall reimburse LFUCG within thirty (30) days of receipt of such statement.

## **III. EFFECTIVE DATE, DURATION, AMENDMENTS AND GOVERNING LAW**

This MOU shall become effective upon the date it is executed by the last party to sign below, and shall remain effective from one year from such date. This MOU may be terminated at any time upon written notice to other party. This MOU may be amended in writing upon agreement of both parties. This agreement is made and entered to in the Commonwealth of



Kentucky and its terms and provisions shall be solely governed by the laws of the Commonwealth of Kentucky.

**IN WITNESS WHEREOF** the parties have caused this agreement to be executed as reflected by their signatures on the date(s) indicated below.

\_\_\_\_\_  
Jim Newberry, Mayor  
Lexington-Fayette Urban County Government  
Date: \_\_\_\_\_

\_\_\_\_\_  
UNIVERSITY OF KENTUCKY  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## LEXINGTON DIVISION OF POLICE

501-09

17

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

**TO:** Mayor Jim Newberry  
Urban County Council

**FROM:** Chief Ronnie Bastin  
Division of Police

**DATE:** August 5, 2009

**RE:** Drug Enforcement Administration (DEA) Agreement

Please find attached blue sheet and documentation for an Agreement between the Drug Enforcement Administration (DEA) and the Lexington-Fayette Urban County Government. This agreement permits the continuation of the DEA Task Force with the Division of Police assigned detectives. Due to the time restraint on this agreement, we are requesting this documentation be expedited through the blue sheet process due to the current agreement expiring on September 30, 2009. I have attached three (3) original agreements requiring the Mayor's signature.

Upon approval and signing, please forward original agreements to the Chief's Office to acquire additional signatures.

If you have any question or require additional information, please contact my office.

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

Ronnie Bastin  
Chief of Police

Attachment

cc: Tim Bennett, Commissioner of Public Safety

**STATE AND LOCAL TASK FORCE AGREEMENT  
BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT AND THE  
DRUG ENFORCEMENT ADMINISTRATION  
AT LEXINGTON, KENTUCKY**

This agreement is made this 30<sup>th</sup> day of September, 2009, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Lexington-Fayette Urban County Government, on behalf of the Division of Police (hereinafter "LFUCG").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Kentucky area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Kentucky, the parties hereto agree to the following:

1. The LFUCG/DEA Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Kentucky area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Kentucky.

2. To accomplish the objectives of the LFUCG/DEA Task Force, the LFUCG agrees to detail three (3) experienced officers to the LFUCG/DEA Task Force for a period of not less than two years. During this period of assignment, the LFUCG officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The LFUCG officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The LFUCG officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the LFUCG/DEA Task Force, DEA will assign Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and LFUCG officers assigned

to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the LFUCG/DEA Task Force, the LFUCG will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the LFUCG for overtime payments made by it to LFUCG officers assigned to the LFUCG/DEA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$16,328.75), per officer.

7. In no event will the LFUCG charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The LFUCG shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The LFUCG shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The LFUCG shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The LFUCG shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The LFUCG agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The LFUCG acknowledges that this agreement will not take effect and no Federal funds will be awarded to the LFUCG by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the LFUCG shall clearly

state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the LFUCG during the term of this agreement.

For the Drug Enforcement Administration:

Date:

\_\_\_\_\_  
Robert L. Corso  
Special Agent in Charge  
Detroit Field Division

For the Lexington-Fayette County Urban Government:

Date:

\_\_\_\_\_  
Jim Newberry  
Mayor

  
\_\_\_\_\_  
Ronnie Bastin  
Chief, LFUCG Division of Police

Date: 8/7/09



502-09

21

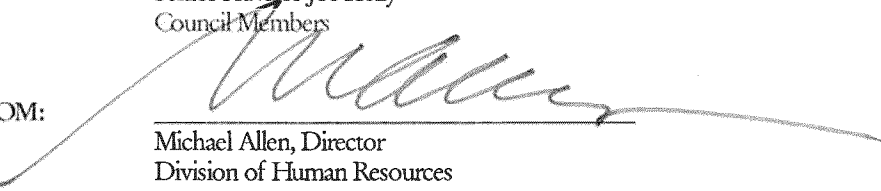
Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

William O'Mara  
Acting Commissioner

## MEMORANDUM

TO: Mayor Jim Newberry  
Senior Advisor Joe Kelly  
Council Members

FROM:   
Michael Allen, Director  
Division of Human Resources

DATE: August 10, 2009

RE: Create Position— Division of Environmental Policy

The attached action amends Section 21-5 of the Code of Ordinances, creating one (1) position of Environmental Outreach Specialist (Grade 115E) within the Division of Environmental Policy, effective upon passage by Council.

This position will perform a variety of duties related to supporting the Education and Outreach Program Manager Sr. and the Director of the Division. Duties to include developing and implementing environmental education initiatives, outreach tasks associated with the Consent Decree and the SWQMP, public information initiatives on recycling and energy efficiency.

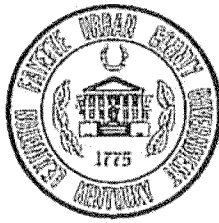
The fiscal impact for FY2010 (20 pay periods) results in a cost of \$47,482.43. This was included in FY2009 adopted budget, and funding is continued in the FY 2010 budget. All cost includes benefits.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Vacant	Environmental Outreach Spec.	\$0	\$45,059.04	\$45,059.04
<b>Total Annual Impact/ Salary and Benefits \$61,727.16</b>				

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

## Attachment

cc: Cheryl Taylor, Commissioner, Department of Environmental Quality  
Susan Bush, Director, Division of Environmental Policy  
Darrylyn Combs, Human Resources Manager, Division of Human Resources  
Jim Dodson, Human Resources Analyst, Division of Human Resources  
Log # 10-0009



504-09


22

Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC WORKS & DEVELOPMENT

Jim Newberry  
Mayor

Mike Webb  
Commissioner

To: Jim Newberry, Mayor  
Joe Kelly, Senior Advisor for Management  
Urban County Council Members

From: Dewey Crowe, Director   
Division of Building Inspection

Date: August 4, 2009

RE: Electrical Inspection Fee Changes

This is to request Council approval to amend Section 5-76 of the Code of Ordinances regarding electrical inspection fees, effective September 1, 2009. The proposed changes would increase fees for rough wire inspection from \$35 to \$45 for the first 10 circuits; rewire inspection from \$35 to \$45 for service change inspection; final inspection from \$35 to \$45 for service and fixtures up to 10 circuits; temporary inspection from \$35 to \$45; apartment – rough wire from \$35 to \$45 for first unit – 1 building, and from \$9 to \$12 for each additional unit; apartments final inspection from \$35 to \$45 for first unit, and from \$9 to \$12 for each additional unit; and change the term trailer service to manufactured or mobile home service and increase the fee from \$35 to \$45 for inspections without state approval.

The increase in fees were recommended and approved by the Council Planning Committee contingent on the adoption of the 2008 *National Electrical Code*® (NEC®) by the Commonwealth of Kentucky. The Commonwealth has approved the adoption of the 2008 NEC® effective September 1, 2009.

There are no budgetary implications associated with this request.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SUBSECTION (1) OF SECTION 5-76 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO INCREASE THE FEES AS FOLLOWS: ROUGH WIRE INSPECTION FEE FROM \$35.00 TO \$45.00 FOR FIRST 10 CIRCUITS; REWIRE INSPECTION FEE FROM \$35.00 TO \$45.00 FOR SERVICE CHANGE INSPECTION; FINAL INSPECTION FEE FROM \$35.00 TO \$45.00 FOR SERVICE AND FIXTURES UP TO 10 CIRCUITS; TEMPORARY INSPECTION FEE FROM \$35.00 TO \$45.00; APARTMENT – ROUGH WIRE FEE FROM \$35.00 TO \$45.00 FOR FIRST UNIT - 1 BUILDING, AND FROM \$9.00 TO \$12.00 FOR EACH ADDITIONAL UNIT; APARTMENTS FINAL INSPECTION FEE FROM \$35.00 TO \$45.00 FOR FIRST UNIT, AND FROM \$9.00 TO \$12.00 FOR EACH ADDITIONAL UNIT; AND CHANGING THE TERM TRAILER SERVICE TO MANUFACTURED OR MOBILE HOME SERVICE AND INCREASING THE FEE FROM \$35.00 TO \$45.00 FOR INSPECTIONS WITHOUT STATE APPROVAL; ALL EFFECTIVE ON SEPTEMBER 1, 2009.

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

Section 1 - That Section 5-76 of the Code of Ordinances be and hereby is amended to read as follows:

Any person making any construction, alteration or repairs of any electrical wiring shall have same inspected by an electrical inspector employed in the division of building inspection or pursuant to contract with the urban county government as to compliance with all standards established by law, including ordinances of this government. Fees for electrical inspections required by this division shall be paid in accordance with the following schedule:

(1) For inspection of electrical wiring work not exceeding fifty thousand dollars (\$50,000.00) in cost:

*Rough wire inspection:*

\$45.00~~[35.00]~~ for first 10 circuits.

\$ 0.65 each circuit over 10 and up to 20.

\$ 0.40 each for all over 20.



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*Rewire inspection:*

\$~~45.00~~[~~35.00~~] for service change inspection.

*Reinspection because of turndown:*

\$35.00 per inspection.

*Final inspection:*

\$~~45.00~~[~~35.00~~] for service and fixtures up to 10 circuits.

\$ 0.40 for each fixture over 10.

\$1.10 each for 240-volt motor and appliance circuits.

*Temporary inspection:*

\$~~45.00~~[~~35.00~~].

*Manufactured or Mobile Home [Trailer] services:*

\$~~45.00~~[~~35.00~~] for inspection of manufactured or mobile homes [trailers] without state approval.

*Apartments--rough wire:*

\$~~45.00~~[~~35.00~~] for first unit--1 building.

\$~~12.00~~[~~9.00~~] for each additional unit.

*Apartments--final inspection:*

\$~~45.00~~[~~35.00~~] for first unit.

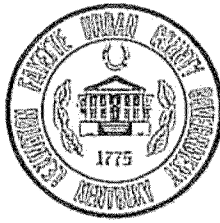
\$~~12.00~~[~~9.00~~] for each additional unit.

\$1.10 for each 240-volt appliance circuit.

Section 2 - That this Ordinance shall become effective on September 1, 2009.

PASSED URBAN COUNTY COUNCIL:

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Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC WORKS & DEVELOPMENT

Jim Newberry  
Mayor

Mike Webb  
Commissioner

To: Jim Newberry, Mayor  
Joe Kelly, Senior Advisor for Management  
Urban County Council Members

From: Dewey Crowe, Director   
Division of Building Inspection

Date: August 4, 2009

RE: Electrical Inspection Service Agreement

This is to request Council approval to amend paragraph 4(B) of an agreement with Commonwealth Inspection Bureau, Inc., dated December 1, 2006, regarding electrical inspection services. The amendment will allow the Bureau, on written request to the Director of Building Inspection, to obtain approval in the event that electrical permit issuance and/or building permit issuance decreases by 20% or more for a period of six (6) months or more to reduce the number of full-time electrical inspectors from five (5) to at least three (3), and add additional electrical inspectors as needed. The Building Inspection Director will provide written notice to the Bureau when an increase of electrical inspectors will be required. When the Bureau decreases the number of full-time electrical employees they will also be allowed to reduce the number of motor vehicles.

This amendment will be effective on September 1, 2009, to coincide with the date the 2008 *National Electrical Code*® becomes effective in the Commonwealth of Kentucky.

There are no budgetary implications associated with this amendment.

DRAFT 08-05-09

**AMENDMENT TO AGREEMENT**

THIS **AMENDMENT TO AGREEMENT**, effective the \_\_\_\_ day of August, 2009, is made and entered into by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507, (hereinafter the "Government"), and **COMMONWEALTH INSPECTION BUREAU, INC.**, a Kentucky corporation with office located at 501 Darby Creek Road, Suite 63, Lexington, Kentucky 40509 (hereinafter the "Organization") .

**WITNESSETH:**

**WHEREAS**, the Government and the Organization entered into an Agreement dated December 1, 2006 (the "Agreement") whereby the Organization agreed to perform certain electrical inspection services for the Government; and

**WHEREAS**, the number of inspections that are required has significantly diminished since the Agreement was executed; and

**WHEREAS**, the Government and Organization agree that the performance of the electrical inspection services under the Agreement by the Organization may not necessarily require the Organization to employ five (5) full time electrical inspectors at all times; and

**WHEREAS**, the Agreement can be amended by mutual agreement of the parties in writing pursuant to paragraph 9.2 of the Agreement; and

**DRAFT 08-05-09**

**WHEREAS**, the Government and the Organization agree that this Amendment to the Agreement is mutually beneficial to both parties and to the citizens of Fayette County.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the Government and the Organization agree as follows:

1. That the foregoing "Preamble" is incorporated herein by reference as if fully stated herein.

2. That pursuant to paragraph 9.2 of the Agreement, the parties amend paragraph 4(B) of the Agreement to state the following:

4. B. Organization shall employ five (5) full-time electrical inspectors unless prior written approval is obtained from the Government's Director of the Division of Building Inspection. Organization may request such a reduction in writing in the event that electrical permit issuance and/or building permit issuance decreases by twenty percent (20%) or more for a period of six (6) months or more. However, the Organization shall employ at least three (3) full-time electrical inspectors at all times, and the Organization shall add additional electrical inspectors as needed to perform the services. The Division of Building Inspection shall review the number of above permits issued on a quarterly basis, and upon written request by the Director of the Division of Building Inspection, Organization shall increase the number of electrical inspectors needed to perform the services. Upon an approved reduction in the required minimum number of full-time

**DRAFT 08-05-09**

electrical inspectors, the Organization may also correspondingly reduce the number of motor vehicles required in section 3.6.3 of the RFP to be commensurate with the reduction.

3. In all other respects, except as specifically modified herein, the terms of the Agreement dated December 1, 2006, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to Agreement at Lexington, Kentucky the date and year first written above.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: \_\_\_\_\_  
JIM NEWBERRY, MAYOR

ATTEST:

\_\_\_\_\_  
Susan Lamb  
Clerk of the Urban County Council

COMMONWEALTH INSPECTION  
BUREAU, INC.

BY: \_\_\_\_\_  
MARSHALL W. JONES, PRESIDENT

STATE OF KENTUCKY           )  
  )  
COUNTY OF FAYETTE        )

The foregoing Amendment to Agreement was subscribed, sworn to and acknowledged before me by Marshall W. Jones, as President of Commonwealth Inspection Bureau, on this the \_\_\_\_ day of August, 2009.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
KENTUCKY, STATE-AT-LARGE



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Lexington-Fayette Urban County Government  
OFFICE OF THE COUNCIL CLERK

Jim Newberry  
Mayor

Susan Lamb  
Council Clerk

TO: Mayor Jim Newberry  
Urban County Council

FROM: Susan Lamb, Council Clerk  
Council Clerk's Office

DATE: August 3, 2009

RE: Acceptance of an Amended Software Product License Agreement for Maintenance and Support with Granicus, Inc.

The Council Clerk's Office requests that the Council authorize the acceptance of the Software Product License Agreement with Granicus, Inc., for maintenance and support of the video web streaming and Council Chambers voting system for the remainder of FY 2010 and up to twelve months.

Per our request to Granicus, Inc., the monthly cost of \$2,600.00 for the Software Product License Agreement, approved by Resolution No. 713-2007, has been reduced by 5%, or \$130.00 per month, for a savings of \$3,120.00 over the next twenty-four months. This reduction necessitates the implementation of a contract addendum with new pricing, which monthly fee will be \$2,470.00.

If you have any questions or comments, please contact Meredith Nelson or myself at 258-3240. Thank you for your consideration of this matter.

  
\_\_\_\_\_  
Susan Lamb, Council Clerk  
Council Clerk's Office



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568 Howard Street, Ste 300, San Francisco, CA 94105 415.357.361

7/29/2009

To: Urban County Government of Lexington-Fayette  
Susan Lamb  
LFUCG Clerk  
Via email

RE: Granicus to Lexington\_Ent\_MM\_MV\_VS\_07-29-09  
**Effective July 1, 2009 thru June 30<sup>th</sup>, 2010**

Dear Susan,

Granicus looks forward in continuing our successful relationship with Urban County Government of Lexington-Fayette. As you requested, we are submitting the following quote which will serve as the renewal of our services as your streaming media solutions provider.

It's been our pleasure to work with the Urban County Government of Lexington-Fayette. At Granicus, we recognize that a great product is only part of what keeps our clients satisfied. For that reason, Granicus provides 24/7 technical support and onsite user training. We also take full responsibility for maintaining and monitoring the technology that powers your solution, so that you can avoid the cost of developing a team of streaming experts. When you need us we will be there to help.

If you have any questions about our services, please do not hesitate to contact me.

Sincerely,

Claudia Caipo  
Controller  
Granicus, Inc.