

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

Monday, November 2

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

Tuesday, November 3

Committee of the Whole (COW) Quarterly Meeting.....11:30 am
Conference Room-5th Floor Government Center

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

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, November 4

Industrial Revenue Bond (IRB) Review Committee Public Hearing.....8:15 am
Conference Room-12th Floor Government Center

Masterson Station Park Advisory Board Meeting.....6:00 pm
Masterson Station Park-Lions Club Bldg

Thursday, November 5

Council Bonding Workshop.....4:00 pm
Conference Room-5th Floor Government Center

Public Safety Radio Presentation to Council.....5:30 pm
Conference Room-5th Floor Government Center

Council Meeting.....7:00 pm
Council Chambers

Friday, November 6

No Meetings

Monday, November 9

No Meetings

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

November 3, 2009

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, October 27, 2009, pp. 6-9**
- IV. Budget Amendments – Yes, pp.10-14**
- V. New Business, pp. 17-53**
- VI. Continuing Business / Presentations**
 - A. Special Planning Committees**
 - B. Budget & Finance Committee**
 - C. 2009 – 2010 Snow and Ice Control Plan**
Mr. Kevin Wente, Department of Public Works & Development
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Accept an Award from the Kentucky Office of Homeland Security (KOHS) on Behalf of the Department of Public Safety, Division of Police under the 2009 State Homeland Security Grant Program (HSGP). (642-09) (P. King/Bennett)
This request will authorize the acceptance of federal funds in the amount of \$80,582 from KOHS on behalf of the Division of Police, Hazardous Devices IED Project under the 2009 HSGP for the Hazardous Devices IED Project. The source of funds is the US Department of Homeland Security. No matching funds are required.**p.17**
- B. Authorization to Accept an Award from the Kentucky Office of Homeland Security (KOHS) on Behalf of the Department of Public Safety, Division of Fire & Emergency Services under the 2009 State Homeland Security Grant Program (HSGP). (643-09) (P. King/Bennett)
This request will authorize the acceptance of federal funds in the amount of \$117,020 from KOHS on behalf of the Division of Fire & Emergency Services, Technical Rescue Program under the 2009 HSGP. The source of funds is the US Department of Homeland Security. No matching funds are required.**p.18**
- C. Authorization of a Subrecipient Agreement with the Paducah Police Department under LFUCG Agreement with the Kentucky Office of Homeland Security (KOHS) for Improvised Explosive Devices (IED) Training. (644-09) (P. King/ Bennett)
This request will authorize a Subrecipient Agreement with the Paducah Police Department for the transfer of equipment purchased by LFUCG under terms of agreement with KOHS for IED Training. Paducah will be responsible for the care and maintenance of equipment and all associated costs.**p.19**
- D. Authorization to Accept an Award from the Kentucky Office of Homeland Security (KOHS) on Behalf of the Department of Public Safety, Division of Fire & Emergency Services under the 2009 State Homeland Security Grant Program (HSGP) for Structural Collapse Response Mitigation Certification Training. (645-09) (P. King/Bennett)
This request will authorize the acceptance of federal funds in the amount of \$82,979 from KOHS on behalf of the Division of Fire & Emergency Services, Technical Rescue Program, under the 2009 HSGP for Structural Collapse Response Mitigation Certification Training. The source of funds is the US Department of Homeland Security. No matching funds are required.**p.20**

- E. Authorization of a Federal Equitable Sharing Agreement and an Annual Certification with the US Department of Justice (DOJ) on Behalf of the Department of Public Safety, Division of Police. (656-09) (Bastin/Bennett)
This request will authorize a Federal Equitable Sharing Agreement and an annual Certification requirement with DOJ on behalf of the Division of Police. The Equitable Sharing Program is designed to enhance cooperation among federal, state, and local law enforcement agencies through the sharing of proceeds resulting from federal forfeitures. The amount shared with state and local law enforcement agencies is based on the degree of the agencies' direct participation in the case.**p.21**
- F. Authorization to Accept Fee Simple Right-of-Way and Temporary Construction Easements Regarding the Citation Boulevard Project – Phase II. (646-09) (P. King/Webb)
This request will authorize fee simple right-of-way and temporary construction easements of approximately 60 properties at an estimated cost of \$7,900,000 for the design phase of the Citation Boulevard Project – Phase II from Southern Railroad to Leestown Road. This Project is grant funded by Surface Transportation Lexington (SLX) through the Kentucky Transportation Cabinet. Funds are budgeted.**p.22**
- G. Authorization of Change Order No. 1 to Contract with H. W. Lochner, Inc. for Right-of-Way Services for the Newtown Pike Extension Project – Mitigation Area. (653-09) (P. King/Webb)
This request will authorize Change Order No. 1 to increase contract amount by \$1,031.25 with H.W. Lochner Inc. to include an additional parcel of land in the Engineering Services Agreement for the Right-of-Way Services for the Newtown Pike Extension Project – Mitigation Area. Original contract amount was \$196,650. New contract amount is \$197,681.25. Funds are budgeted.**pp.23-25**
- H. Authorization of a Fiber Optic Cable Relocation Agreement (Special Construction Agreement) with “tw telecom of kentucky llc” for the South Limestone Streetscape Project. (650-09) (Webb)
This request will authorize a Fiber Optic Cable Relocation Agreement (Special Construction Agreement) at a cost of \$18,886.22 with “tw telecom of kentucky llc” to relocate cable underground for the South Limestone Streetscape Project. Funds are budgeted.**pp.26-28**
- I. Authorization of a Definitive Relocation Agreement (Special Construction Agreement) with Windstream Kentucky East, LLC for the South Limestone Streetscape Project. (652-09) (Webb)
This request will authorize a Definitive Relocation Agreement (Special Construction Agreement) at a cost of \$222,191 with Windstream Kentucky East, LLC to relocate utilities underground for the South Limestone Streetscape Project. Funds are budgeted.**p.29**

- J. Authorization of a Deed of Acceptance for a Dedicated Greenway under the Greenway Master Plan. (649-09) (Rayan/Webb)
This request will authorize a Deed of Acceptance for a dedicated greenway at property located at 177 Robinson Way in the Masterson Station Center – Citation Village & Greathouse Property. There is no budgetary impact for LFUCG.**p.30**
- K. Authorization of Rental Agreement with the Lexington Center Corporation (LCC) for the 2009 Kentucky Christmas Chorus. (647-09) (Ebel/Rabold)
This request will authorize a Rental Agreement in the amount of \$27,000 with LCC for renting of facilities at Rupp Arena for the 2009 Kentucky Christmas Chorus. This event is funded by the Office of the Mayor Special Events and through sponsor donations.**p.31**
- L. Authorization to Submit Application to the Kentucky Energy and Environment Cabinet under the 2010 Illegal Open Dump Remediation Grant Program. (648-09) (P. King/Taylor)
This request will authorize the submission of an application for state funds in the amount of \$75,000 to the Kentucky Energy and Environment Cabinet under the 2010 Illegal Open Dump Remediation Grant Program. Funds will be used for cleanup and disposal of 24 illegal open dumps identified in Lexington-Fayette County. A local match of 25% (\$25,000) will come from in-kind personnel and equipment usage costs.**p.32**
- M. Authorization of Change Order No. 1 to Contract with Marillia Design and Construction for the McConnell Springs Wetland Demonstration Area Project – FY2010. (651-09) (P. King/Taylor)
This request will authorize Change Order No. 1 to increase contract amount by \$31,888.60 with Marillia Design and Construction for additional materials and labor costs for the McConnell Springs Wetland Demonstration Area Project. Original contract amount was \$354,226.55. New contract amount is \$386,115.15. Funds are budgeted.**pp.33-36**
- N. Authorization of a Lease Agreement with Lexington Art League, Inc. Regarding the Loudoun House in Castlewood Park. (495-09) (Hancock/Cole)
This request will authorize a 3-year Lease Agreement from November 1, 2009 through October 31, 2012 with Lexington Art League, Inc. for the Loudoun House located in Castlewood Park.**pp.37-48**
- O. Authorization of Change Order No. 1 to Contract with Pohl Rosa Pohl Architecture and Design for the Raven Run Tourist Center Project. (655-09) (Hancock/Cole)
This request will authorize Change Order No. 1 to increase contract amount by \$3,690 with Pohl Rosa Pohl Architecture and Design for design services of a basement access ramp for the Raven Run Tourist Center Project. Original contract amount was \$22,584. New contract amount is \$26,274. Funds are budgeted.**pp.49-51**

- P. Authorization of a Purchase of Service Agreement (PSA) with Commerce Lexington, Inc. on Behalf of the Mayor's Office of Economic Development for Economic Development Activities and Initiatives. (658-09) (Wright/Kelly)
This request will authorize a PSA in the amount of \$552,170 with Commerce Lexington, Inc. on behalf of the Mayor's Office of Economic Development. The activities and initiatives include Workforce Development Program for \$78,000; Expansion of the Minority Business Program for \$82,000; Startup / Existing Business / Recruitment for \$235,520; Bluegrass Business Development Partnership for \$90,000; and CL Airlines loan for \$36,650. Funds are budgeted.**pp.52-53**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

6

October 27, 2009

Mayor Newberry chaired today's work session meeting. All Council Members were present, except CM Lane.

I. Public Comment – Issues on Agenda-Yes

Citizen, Porter Peel, spoke.

A motion by CM Feigel to suspend the rules and allow Mr. Peel an additional 2 minutes, seconded by CM Crosbie, passed without dissent.

II. Requested Rezoning / Docket Approval-None

III. Approval of Summary-Yes

A motion by CM Stinnett to approve the summary from October 20, 2009, seconded by CM Henson, passed without dissent.

IV. Budget Amendments-None

V. New Business

- A. Authorization of Change Order No. 1 to Contract with Schaefer Properties, LLC Regarding the Coolavin Park Community Building Project. (636-09) (Hancock/Cole)
- B. Authorization of Facility Usage Agreements with Various Youth Baseball Leagues on Behalf of the Department of General Services, Division of Parks & Recreation. (641-09) (Hancock/Cole)
- C. Authorization to Accept an Award from the US Department of Justice on Behalf of the Department of Public Safety, Divisions of Police and Fire & Emergency Services, and the Fayette County Sheriff's Office for Purchase of Bulletproof Vests – FY2010. (633-09) (P. King/Bennett)
- D. Authorization to Submit Application and Accept Award (if Offered) from the Kentucky Justice and Public Safety Cabinet (JPSC) under the Violence Against Women Act (VAWA) Program for the Continuation of the Sexual

Assault Nurse Examiner (SANE) Program – FY2010. (638-09) (P. King/Bennett)

- E. Authorization to Accept an Award Offered from the Kentucky Office of Homeland Security (KOHS) on Behalf of the Department of Public Safety for the Continuation of the Metropolitan Medical Response System (MMRS) – FY2010. (639-09) (P. King/Bennett)
- F. Authorization to Accept an Award from the Kentucky Office of Homeland Security (KOHS) on Behalf of the Department of Public Safety, Division of Police under the 2009 State Homeland Security Grant Program (HSGP) for the Mobile Data Computer Network Project. (640-09) (P. King/Bennett)
- G. Authorization of Change Order No. 1 to Contract with Elza Construction, LLC for the Demolition and Site Preparation of 898 Georgetown Road Project. (634-09) P. King/Webb)
- H. Authorization to Execute Contracts, Deeds, and Relevant Documents Required for Purchase of Real Properties under the Neighborhood Stabilization Program (NSP) for Land-Banking Activities. (635-09) (P. King/Rumpke)
- I. Authorization to Accept an Award from the US Department of Energy (DOE) under the Energy Efficiency and Conservation Block Grant (EECBG) Program. (637-09) (P. King/Taylor)

A motion by CM Ellinger to approve the new business items, A-I, seconded by CM Gorton, passed without dissent.

VI. Continuing Business / Presentations-Yes

A. Planning Committee Report

This report was given by Chair CM Gorton. There were no motions to come forward from the meeting.

B. Water Resources Oversight Committee Report

This report was given by Chair CM Blues. There were no motions to come forward from this meeting.

C. Traffic Update

This update was given by Steve Cummins, Traffic Engineering. Several CMs and Mayor made comments.

VII. Council Report

CM Gorton- Stated that the Water Quality Management work group on incentives are still working and will meet on 11/13 at 9:30 am at Town Branch Wastewater Plant; spoke about a memo that was distributed about the moratorium for zoning text amendments; announced Veteran's Day on 11/11 and that Central Baptist Hospital will be dedicating a Veterans' Memorial statue on 11/8 at 1:30 pm.

CM Lawless- Stated that there still are trick or treating issues; Seven Park NA has applied for a street closure permit for Arcadia for safe trick or treating.

VM Gray- Stated that if any other CM is interested in serving on the Building Inspection Task Force to please see CM Stinnett who will be the chair with CMs Blues, Lawless, and Henson as members.

A motion by VM Gray to establish a Traffic Management Task Force, seconded by CM Blues, passed without dissent.

CM Henson- Announced that the Cardinal Valley Bd will meet at 6 pm on 11/3 at the Village branch library and the Salvation Army breakfast roast of Mira Ball is on 11/4 at 7:30 am at the Hyatt; reminded everyone of the Veterans Day parade on 11/8 at 4 pm.

CM Crosbie asked VM Gray if citizens other than the CMs would be on the Building Inspection Task Force and he said yes.

CM Stinnett- Announced that North Point NA will meet at 7 pm on 11/3 and gave a reminder that on 11/5 there will be 2 workshops in the 5th floor conference room for Council to attend.

CM Martin- Announced that on 10/30 at 10:30 am the Beaumont branch library will have its "Boo Bash"-reservations are required, call 231-5570; also on 10/30, the businesses on Moore Dr will have free trick or treating from noon-2 pm; on 11/10 at 6:30 pm the Beaumont NA has its meeting; stated that there was a great turnout at the Pasadena NA meeting last night and thanked The Mayor and Vice Mayor for attending.

CM Blues- Announced 2 NA meetings on 11/2: Georgetown St Area at 6 pm and Green Acres/Hollow Creek at 7 pm.

VIII. Mayor's Report-None

IX. Public Comment-Issues not on the agenda-Yes

Citizen, Lewis Cobb, spoke.

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

Work session was adjourned at 5:03 pm.

BUDGET AMENDMENT REQUEST LIST

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JOURNAL	38074	DIVISION	Community Development	Fund Name	General Fund
				Fund Impact	11,600.00
					11,600.00CR
					.00

To reallocate funds to hire a Temporary Clerk by reducing Civil Service Salaries for staff out on Family Medical Leave with no pay. Also to budget overtime funds for staff by reducing financial assistance.

JOURNAL	KC00080	DIVISION	Computer Services	Fund Name	General Fund
				Fund Impact	14,400.00
					14,400.00CR
					.00

To provide funds for overtime by reducing funds for civil service salaries.

JOURNAL	38078-79	DIVISION	Parks and Recreation	Fund Name	General Fund
				Fund Impact	1,147.26
					1,147.26CR
					.00

To provide funds for overtime by recognizing reimbursement for electrical services for Tuesday Night Live and Lexington Festival of Ales.

JOURNAL	38076-77	DIVISION	Public Works/ PDR	Fund Name	General Fund
				Fund Impact	2.40
					2.40CR
					.00

To provide funds for operating by recognizing revenue received from Open Record request (PDR) copies.

JOURNAL	38063-64	DIVISION	Streets, Roads, and Forestry	Fund Name	General Fund
				Fund Impact	20.90
					20.90CR
					.00

To reimburse funds for operating supplies by recognizing revenue from Open Records copies.

JOURNAL	38278-79	DIVISION	Streets, Roads, and Forestry	Fund Name	General Fund
				Fund Impact	4,082.20
					4,082.20CR
					.00

To provide funds for minor equipment (snow plow parts) by recognizing a deposit for scrap metal reimbursement.

JOURNAL	KC00081	DIVISION	Various	Fund Name	General Fund
				Fund Impact	463,930.00
					463,930.00CR
					.00

To reallocate lump sum termination pay and sick pay service credit from the contingency department ID to the divisions where costs were incurred for the first quarter of FY 2010. This reallocation has no impact on fund balance.

JOURNAL	KC00082	DIVISION	Various	Fund Name	General Fund
				Fund Impact	2,319,110.00
					2,319,110.00CR
					.00

To reallocate personnel vacancy credit from the contingency department ID to divisions where vacancy occurred or personnel budget lapsed for the first quarter of FY 2010. This reallocation has no impact on fund balance.

JOURNAL	38080-81	DIVISION	Social Services	Fund Name	Donation Fund
				Fund Impact	26,008.00
					26,008.00

To provide additional funding for programming at the Senior Center by recognizing revenues received in prior fiscal year.

JOURNAL	38060-61	DIVISION	Community Development	Fund Name	US Dept Homeland Sec
				Fund Impact	311,000.00
					311,000.00CR
					.00

To establish grant budget for the Metropolitan Medical Response System.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District – General Fund	.00
Fund	1103	Donation Fund	26,008.00
Fund	3200	US Department of Homeland Security	.00



Lexington-Fayette Urban County Government
DEPARTMENT OF POLICY AND BUDGET

Jim Newberry
Mayor

Budget Journal Number KC0080
Requesting Division Computer Services
Fund Name General Services District
Fund Number 1101
Contact for Additional Information Kay Craft, Budgeting, 258-3061
Description

To provide funds for overtime by reducing funds for civil service salaries for one position of Computer Operator. This position is funded for FY 2010, but is currently vacant.

The division requests approval to redirect some of the funding for the vacant position into overtime funding for various areas of Computer Services.



Lexington-Fayette Urban County Government
DEPARTMENT OF POLICY AND BUDGET

Jim Newberry
Mayor

Budget Journal Number KC0081
Requesting Division Various – Lump Sum Termination Pay Reallocation – Quarter 1
Fund Name General Services District
Fund Number 1101
Contact for Additional Information Kay Craft, Budgeting, 258-3061
Description

To reallocate lump sum termination pay and sick pay service credit budgets from the Contingency Department ID 141402 to the divisions where the costs were incurred for the first quarter of FY 2010 for the General Fund.

Budgets are included in the Contingency Department ID initially as it is not known where separations from service will actually occur.



Lexington-Fayette Urban County Government
DEPARTMENT OF POLICY AND BUDGET

Jim Newberry
Mayor

Budget Journal Number KC0082
Requesting Division Various – Personnel Vacancy Credit Reallocation – Quarter 1
Fund Name General Services District
Fund Number 1101
Contact for Additional Information Kay Craft, Budgeting, 258-3061
Description

To reallocate the personnel vacancy credit – planned budget from the Contingency Department ID 141402 to the divisions where vacancy occurred or personnel budget lapsed for the first quarter of FY 2010 for the General Fund.

The personnel vacancy credit – planned budget is included in the Contingency Department ID initially as it is not known where separations from service will actually occur or personnel budget will lapse.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

November 3, 2009 Work Session

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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	
642-09	BA 2519	Community Development	To establish grant budget for Hazardous Devices - FY 2010.	
A			3200	80,582
			3200	80,582CR
				0*
643-09	BA 2518	Community Development	To establish grant budget for Structural Response Mitigation Equipment – FY 2010.	
B			3200	117,020
			3200	117,020CR
				0*
645-09	BA 2520	Community Development	To establish grant budget for Structural Collapse Training – FY 2010.	
D			3200	82,979
			3200	82,979CR
				0*

EFFECT ON FUND BALANCES

FUND 3200 0* NO EFFECT ON: US DEPARTMENT OF HOMELAND SECURITY

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

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Item	Number	Amount	Fund	Name / Description
A	642-09	80,582	3200	US Department of Homeland Security Budget Journal
B	643-09	117,020	3200	US Department of Homeland Security Budget Journal
C	644-09	NA		
D	645-09	82,979	3200	US Department of Homeland Security Budget Journal
E	656-09	NA		
F	646-09	7,900,000	3160	US Department of Transportation
G	653-09	1,031.25	3160	US Department of Transportation
H	650-09	18,886.22	2518	2009 Bond Projects
I	652-09	222,191	2518	2009 Bond Projects
J	649-09	NA		
K	647-09	22,850 4,150	1101 1103	General Service District Fund Donation Fund
L	648-09	NA		
M	651-09	31,888.60	3170	Environmental Protection Agency
N	495-09	(12,000)	1101	General Service District Fund
O	655-09	3,690	1101	General Service District Fund
P	658-09	522,170	1101	General Service District Fund



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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: OCTOBER 20, 2009

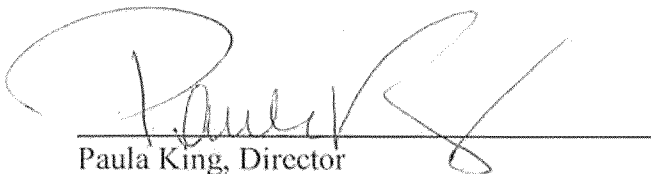
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD
OF FEDERAL FUNDS FROM THE KENTUCKY OFFICE OF
HOMELAND SECURITY UNDER THE 2009 STATE HOMELAND
SECURITY GRANT PROGRAM FOR HAZARDOUS DEVICES
IED PROJECT FOR DIVISION OF POLICE**

On May 14, 2009 (Resolution # 375-2009), Council approved the submission of a grant application to the Kentucky Office of Homeland Security, under the Fiscal Year 2009 Homeland Security Grant Program, for the purchase of equipment for the Division of Police's Hazardous Devices Unit. The state agency has approved an award of federal funds in the amount of \$80,582 for this project.

Federal funds will be used for purchase of three bomb suits and bomb suit communication accessories.

The source of funds is the federal Homeland Security Grant Program from the U.S. Department of Homeland Security. No matching funds are required.

Council authorization to accept the award is hereby requested.



Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



643-09 18

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: OCTOBER 19, 2009

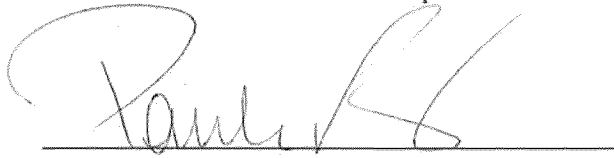
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD
OF FEDERAL FUNDS FROM THE KENTUCKY OFFICE OF
HOMELAND SECURITY UNDER THE 2009 STATE HOMELAND
SECURITY GRANT PROGRAM FOR PURCHASE OF
STRUCTURAL RESPONSE MITIGATION EQUIPMENT FOR
DIVISION OF FIRE AND EMERGENCY SERVICES**

On May 14, 2009 (Resolution # 375-2009), Council approved the submission of a grant application to the Kentucky Office of Homeland Security, under the Fiscal Year 2009 Homeland Security Grant Program, for improvements to the Technical Rescue Program for the Division of Fire and Emergency Services. The state agency has approved an award of federal funds in the amount of \$117,020 for the purchase of structural collapse response mitigation equipment:

The Division of Fire and Emergency Services will purchase pneumatic equipment, gas-powered tools, hand tools, heavy rigging, electric-powered tools, hydraulic tools, and structural assessment tools. These specialized industrial grade tools will be used to improve the division's capability to respond to structural collapses.

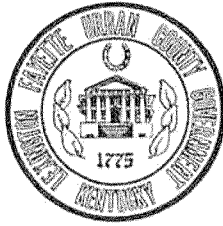
The source of funds is the federal Homeland Security Grant Program from the U.S. Department of Homeland Security. No matching funds are required.

Council authorization to accept the award is hereby requested.



Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



644-09

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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: OCTOBER 20, 2009

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AGREEMENT WITH PADUCAH POLICE DEPARTMENT FOR
IED TRAINING**

On December 4, 2008 (Ordinance # 260-2008), Council approved acceptance of federal funds in the amount of \$435,000 from the Kentucky Office of Homeland Security for IED Training for FBI Certified Bomb Squads in Lexington, Louisville, Owensboro, Paducah and Kentucky State Police.

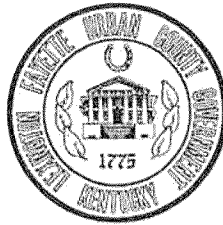
The proposed agreement with Paducah Police Department provides for the transfer of equipment purchased by the LFUCG with federal funds awarded by the Kentucky Office of Homeland Security. The Paducah Police Department will use equipment for constructing training devices, explosive countermeasures, and remote handling equipment. The Paducah Police Department will be responsible for care and maintenance of equipment and shall be responsible for all associated costs.

Council authorization to execute agreement with Paducah Police Department is hereby requested.



Paula King
Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



645-09

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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: OCTOBER 20, 2009

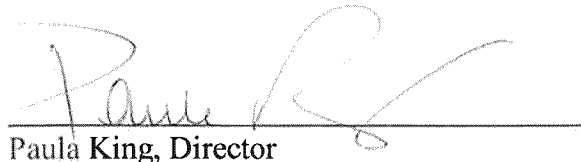
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD
OF FEDERAL FUNDS FROM THE KENTUCKY OFFICE OF
HOMELAND SECURITY UNDER THE 2009 STATE HOMELAND
SECURITY GRANT PROGRAM FOR STRUCTURAL COLLAPSE
RESPONSE MITIGATION CERTIFICATION TRAINING FOR
DIVISION OF FIRE AND EMERGENCY SERVICES**

On May 14, 2009 (Resolution # 375-2009), Council approved the submission of a grant application to the Kentucky Office of Homeland Security, under the Fiscal Year 2009 Homeland Security Grant Program, for improvements to the Technical Rescue Program for the Division of Fire and Emergency Services. The state agency has approved an award of federal funds in the amount of \$82,979 for structural collapse response mitigation certification training.

The Division of Fire and Emergency Services will use federal funds for professional services to provide structural collapse training to 70 firefighters. The training vendor will also provide all equipment and materials needed for the training sessions. In order to accommodate 70 firefighters, two separate training sessions will be conducted.

The source of funds is the federal Homeland Security Grant Program from the U.S. Department of Homeland Security. No matching funds are required.

Council authorization to accept the award is hereby requested.


Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



656-09

21

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: October 16, 2009

RE: Federal Equitable Sharing Agreement and Certification

Please find attached blue sheet and documentation for a Federal Equitable Sharing Agreement and Certification with the Federal Government, Department of Justice and the Lexington-Fayette Urban County Government. This agreement sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest, which are equitably shared with participating law enforcement agencies. This agreement also requires the submission of any discrimination cases involving the Division of Police, which has been submitted by the Department of Law (see attached letter). The attached agreement is a prerequisite to receiving any equitably shared cash, property, or proceeds. Due to the time restraint on this agreement, we are requesting this documentation be expedited through the blue sheet process, with two readings requested at the November 5th Council Meeting. I have attached three (3) original agreements requiring the Mayor's signature.

There will be no budgetary impact. However, until this agreement is signed and delivered, the Division of Police will not be in compliance with the Federal Government. Upon approval and signing, please forward two original agreements to the Chief's Office.

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

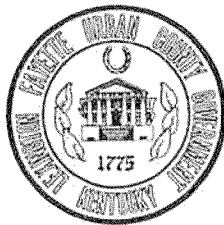
A handwritten signature in cursive script, appearing to read "R. Bastin".

Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Tim Bennett, Commissioner of Public Safety



646-09

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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: OCTOBER 20, 2009

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT FEE SIMPLE
RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS
FROM OWNERS OF RECORD NEEDED FOR THE CITATION
BOULEVARD PHASE II**

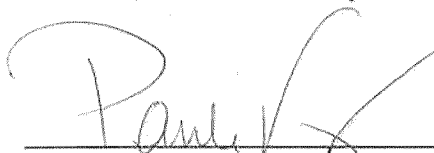
On December 14, 2000 (Ordinance No. 382-2000), Council approved acceptance of federal funds from the Kentucky Transportation Cabinet for the design of Citation Boulevard Phase II (Southern Railroad to Leestown Road). The Kentucky Transportation Cabinet authorized additional federal funds for right-of-way acquisition on October 3, 2005.

Division of Engineering is in process of appraising properties. Council authorization is requested to accept fee simple right of way and construction easements on approximately 60 properties from owners of record at an estimated cost of \$7,900,000.

Funds are budgeted as follows:

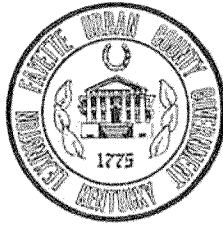
FUND	DID	SECT	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3160	303201	0001	91715	CIT_BLVD_2002	2002	FED_GRANT

Council authorization to purchase necessary easements for project is hereby requested.



Paula King, Director

Xc: James M Webb, Commissioner of the Department of Public Works



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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: OCTOBER 23, 2009

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER
NO. 1 WITH HW LOCHNER FOR RIGHT-OF-WAY SERVICES FOR
NEWTOWN PIKE EXTENSION PROJECT MITIGATION AREA**

On June 25, 2009 (Resolution No. 442-2009), Council approved execution of Engineering Services Contract in the amount of \$196,650 with HW Lochner for Right of Way services that includes 31 acquisitions, including all aspects of procurement from property appraisals, title reviews, making offers and negotiation, relocation benefits management and tracking, and parcel management for the Newtown Pike Extension Project. The project provides for construction from West Main Street to South Limestone.

The Division of Engineering has negotiated a change order in the amount of \$1,031.25 with HW Lochner to include an additional parcel of land in the services agreement. The new total is \$197,681.25.

Funds are budgeted as follows:

FUND	DID	SECT	ACCT	PROJECT	BUD REF	ACTIVITY
3160	303202	3211	91715	NEWTOWNPK 2009	2009	FED GRANT

Council authorization to execute Change Order No. 1 with HW Lochner is hereby requested.


Paula King, Director

Xc: James M. Webb, Commissioner of the Department of Public Works and Development

CONTRACT HISTORY FORM

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Contractor: H.W. Lochner, Inc.

Project Name: Right-Of-Way Acquisition-Newtown Pike Extension-Phase I Mitigation Area

Resolution Number and Date: 442-2009 July 2, 2009

Responsible LFUCG Division: Division of Engineering

CHANGE ORDER DETAILS

A. **Original Contract Amount:** \$196,650.00

Next Lowest Bid Amount:
\$208,900.00

B. **Amount of Selected Alternate or Phase:** \$N/A

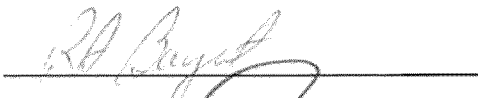
C. **Cumulative Amount of All Previous Alternates or Phases:** \$N/A

D. **Amended Contract Amount:** \$196,650.00

E. **Cumulative Amount of All Previous Change Orders:** \$0.00 0.0%
(Line E / Line D)

F. **Amount of This Change Order:** \$1,031.25 0.5%
(Line F / Line D)

G. **Total Contract Amount:** \$197,681.25

SIGNATURE LINES**Project Manager:****Date:**10/14/09**Reviewed by:****Date:**10/15/09**Division Director:****Date:**10/20/09

LEXINGTON-FAYETTE	Date: October 13, 2009
URBAN COUNTY GOVERNMENT	Project: Phase I-Right of Way Services Contract
CONTRACT CHANGE ORDER	Location: Phase I Newtown Pike Extension (Southend Redevelopment)
Page 1 of 2	
To (Contractor)	Resolution No. # 442-2009
H.W. Lochner 1040 Monarch Street Lexington, Kentucky 40513	Change Order No. 1

You are hereby requested to comply with the following changes from
The contract plans and specification;

Item No. (1)	Description of changes-quantities, unit prices, changes in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	(Increase) Provide professional services for drafting title, closing and filing of deed, for a Lump Sum Value of \$1,031.25.		\$1,031.25
	Total decrease		XXXXXXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXXXX.XX	\$1,031.25
	Net (increase) contract price		\$1,031.25

The sum of \$1,031.25 is hereby added to the total contract price, and the total adjusted contract price to date thereby is \$197,681.25.

The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by Andrew Gummel ^{R13}10/14/09 (Proj. Engr.) Date 10/14/09

Accepted by Chuck Craycraft by Leigh A. Karr (Contractor) Date 10/14/09

Approved by M. A. Craig (Urban Co. Engr.) Date 10/20/09

Approved by James M. W. [Signature] (Commissioner) Date _____

Approved by _____ (Mayor or CAO) Date _____



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Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Commissioners's Office

Department of Public Works

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

**FROM: James M. Webb, Commissioner
Public Works & Development**

DATE: October 20, 2009

**SUBJECT: Request Council Authorization to Execute Special
Construction Agreement with tw telecom for relocation of
Fiber Optic Cable to underground for South Limestone
Streetscape Project.**

**Lexington Fayette Urban County Government has requested that tw
telecom to relocation of Fiber Optic Cable from overhead to
underground for the South Limestone Streetscape project. Prior to
performance of work, tw telecom requires the execution of a Special
Construction Agreement. Cost of Fiber Optic Cable relocation is
\$18,886.2. Funds for this activity are budgeted.**

**James M. Webb, Commissioner
Public Works & Development**

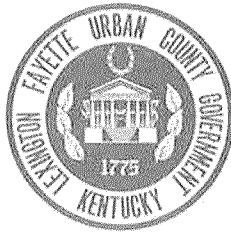
HORSE CAPITAL OF THE WORLD

Exhibit A
Description of Relocation Work

- Prepare and install new aerial splice enclosure on West High Street at riser location.
- Pull new 48 count single-mode fiber optic cable from West High Street riser pole to new manhole on South Limestone.
- Pull new 24 count single-mode fiber optic cable from manhole on South Limestone to **tw telecom** equipment location in 106 West High Street and 100 East High Street.
- Install new fiber distribution panels at 100 East Vine and 106 West Vine Street. Terminate 12 fibers at each location.
- Install new underground splice enclosure on South Limestone and splice 3 fibers.
- Splice 96 count aerial fiber and new 48 count fiber at riser location.
- Transfer **tw telecom** equipment from old aerial fiber path to new underground fiber path.
- Wreck out all unused aerial strand and fiber.

Exhibit B
Detail of Estimated Cost

• Materials (2 fiber distribution panels, fiber optic cable and splicing materials)	\$4,376.22
• Splicing and termination labor	4,200.00
• Rod, rope and pull fiber (labor)	4,800.00
• Pull fiber materials	800.00
• Prepare aerial fiber for splicing (labor and materials)	650.00
• Wreck-out aerial strand and fiber	1,560.00
• Miscellaneous materials and labor	<u>2,500.00</u>
Total Cost:	\$ 18,886.22



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Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Commissioners's Office

Department of Public Works

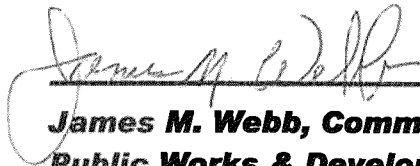
**TO: Jim Newberry, Mayor
Urban County Council**

**FROM: James M. Webb, Commissioner
Public Works & Development**

DATE: October 26, 2009

**SUBJECT: Request Council Authorization to Execute Special
Construction Agreement with Windstream Kentucky East,
LLC for relocation underground for South Limestone
Streetscape Project.**

**Lexington Fayette Urban County Government has requested that
Windstream Kentucky East LLC to relocation from overhead to
underground for the South Limestone Streetscape project. Prior to
performance of work, Windstream Kentucky East LLC requires the
execution of a Special Construction Agreement. Cost of relocation is
\$222,191.00. Funds for this activity are budgeted.**


**James M. Webb, Commissioner
Public Works & Development**

HORSE CAPITAL OF THE WORLD



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

Jim Newberry
Mayor

Mike Webb
Commissioner

MEMORANDUM

To: Mayor Jim Newberry
Urban County Council

From: James R. Wray
Engineering Technician Principal

Date: October 20, 2009

Re: Resolution Authorizing Acceptance of One Greenway Parcel Dedication
At 177 Robinson Way

The purpose of this memorandum is to request a resolution authorizing the acceptance of one parcel dedication for greenway at 177 Robinson Way in the Masterson Station Center – Citation Village & Greathouse Property. This parcel was identified in the development plat as a dedicated greenway.

Acceptance of the deed is recommended.

Approved by:

Marwan A. Rayan, P.E.
Urban County Engineer

James M. Webb, Commissioner
Department of Public Works & Development

c/with att: Yvonne Stone File
c/wo att: Robert Bayert, P.E. Keith Lovan, P.E.

09.P000.406.blue sheet req 177 robinson way



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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: October 22, 2009

Re: Authorization of Lease Agreement for 2009 Kentucky Christmas Chorus

This is to request authorization of a rental agreement with Lexington Center Corporation for the 2009 Kentucky Christmas Chorus. The Kentucky Christmas Chorus will be held on Tuesday, December 15, 6-9PM in Rupp Arena. The expense is \$27,000 for rental of the facilities. This includes a rehearsal on Monday, December 14. This expense is fully budgeted in the Special Events budget and through sponsor donations.

The Kentucky Christmas Chorus, celebrating its 22nd anniversary, is a favorite holiday tradition for many across the state of Kentucky. The Lexington Philharmonic and the Lexington Singers will perform many favorite Christmas songs.

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



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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: OCTOBER 20, 2009

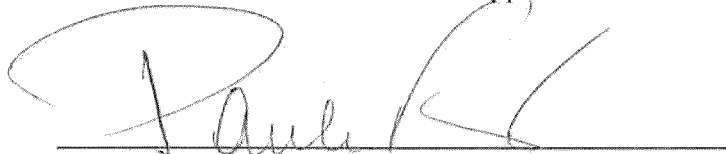
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT
APPLICATION TO THE KENTUCKY ENERGY AND
ENVIRONMENT CABINET FOR THE ILLEGAL OPEN DUMP
REMEDIATION GRANT PROGRAM—FY 2010**

The Department of Environmental Quality has prepared an application for submission to the Kentucky Energy and Environment Cabinet requesting funding under the 2010 Illegal Open Dump Remediation Grant Program. LFUCG has identified 25 illegal open dumps. It is estimated that each open dump will cost \$4,000 for cleanup and disposal, for a total of \$100,000. The grant application will request \$75,000 in state funds. A local match of 25% (\$25,000) is required. Local match will come from existing personnel costs and use of existing equipment in the Department of Environmental Quality.

Funds for this program are authorized by KRS 224.43-505(3) and 401 KAR 49:080 Section 5(2). Source of funds is the Kentucky General Fund.

The application is due November 15.

Council authorization to submit application is hereby requested.



Paula King, Director

Xc: Cheryl Taylor, Commissioner, Department of Environmental Quality



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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

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

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

DATE: October 23, 2009

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE
ORDER NO. 1 WITH MARILLIA DESIGN AND CONSTRUCTION FOR
THE MCCONNELL WETLAND DEMONSTRATION AREA—FY 2010**

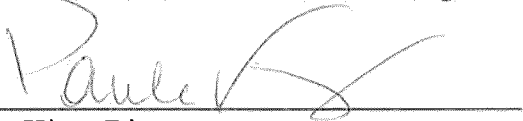
On May 7, 2009 (Resolution No. 326-2009), Council accepted bid of Marillia Design and Construction in the amount of \$354,226.55 for the McConnell Springs Wetland Demonstration Area.

The Division of Water Quality has negotiated a change order with the contractor in the amount of \$31,888.60 for additional amounts of material and labor for completion of work. New total is \$386,115.15.

Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCT	BUD REF	PROJECT	ACTIVITY
3170	303202	3211	90311	2004	MCCONNEL 2004	MS_GRANT

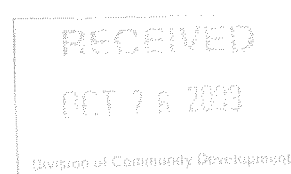
Council authorization to execute Change Order No. 1 is hereby requested.


Paula King, Director

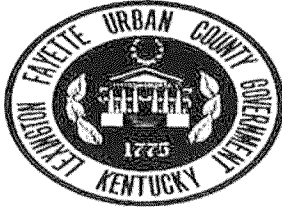
Xc: Cheryl Taylor, Commissioner of the Department of Environmental Quality

CONTRACT HISTORY FORMContractor: Marillia Design & ConstructionProject Name: McConnell Springs Wetland Demonstration AreaContract Number and Date: #80-2009 May 7, 2009Responsible LFUCG Division: Division of Water Quality**CHANGE ORDER DETAILS****Summary of Previous Change
Orders To Date****Dollar Amount****Percent Change to
Original Contract**A. Original Contract Amount: \$ 354,226.55B. Cumulative Amount of
Previous Change Orders: \$ 0.000% %
(Line B / Line A)C. Total Contract Amount
Prior to this Change Order: \$ 354,226.55**Current Change Order**D. Amount of This Change Order: \$ 31,888.609% %
(Line D / Line A)E. New Contract Amount
Including this Change Order: \$ 386,115.15109% %
(Line E / Line A)**SIGNATURE LINES**Project Manager: [Signature]Date: 10/22/09Reviewed by: [Signature]

Date: _____

Division Director: [Signature]Date: 10/23/09

Change Order



Change Order No. 1
Contract #80-2009
McConnell Springs Wetland Demonstration Area
Lexington Fayette-Urban County Government
Division of Water Quality

Owner: Lexington Fayette-Urban County Government
 200 East Main Street
 Lexington , Kentucky 40507

Contractor Marillia Design & Construction
 601 West Second St.
 Lexington, KY 40508

SUMMARY OF INFORMATION

Date of Change Order:	October 5, 2009
Date of Contract:	May 7, 2009
Date of Notice to Proceed:	May 28, 2009
Length of Contract (calendar days):	174
Date of Contract Completion:	November 27, 2009
Change in Contract Time (calendar days):	11
New Contract Completion Date	Dec. 8, 2009
Original Contract Amount:	\$354,226.55
Previous Change Order Total:	\$0.00
Current Contract Amount:	\$354,226.55
Change Order 1 Amount:	\$31,888.60
New Contract Amount Including Change Orders	\$386,115.15
Percent of Change from Original:	9%

To: Mayor Jim Newberry
Urban County Council

From: Charles Martin, Director
Division of Water Quality

Date: Oct. 5, 2009

Subject: Change Order #1 for the McConnell Springs
Wetland Demonstration Area

The Division of Water Quality requests approval of Change Order #1 with Marillia Design & Construction for the McConnell Springs Wetland Demonstration Area Project. The original amount of this project was \$354,226.55. Change Order #1 is for \$31,888.60. for a revised total contract amount of \$386,115.15. Change Order #1 amounts to 9% of the original contract amount.

Description of Change Order

1. Remove brush and debris left from ice storm cleanup
Add \$1,310 (contractor quote)
2. Furnish and install additional silt traps at parking lot basins
Add \$298 (contractor quote).
3. Furnish and install conduit for visitor center telephone
Add \$135 (contractor quote)
4. Replace unsuitable soil within dam embankment
Add \$1,472 (contractor quote)
5. Furnish and install erosion control blanket with wildflower seed mix at pond outfall
Add \$1,572 (contractor quote).
6. Mechanically remove rock under geosynthetic liner
Add \$1,392 (contractor quote)
7. Additional site clearing to accommodate boardwalk
Add \$3,959 (contractor quote)
8. Furnish and install additional handrails for boardwalk
Add \$15, (contractor quote)
9. Remove unsuitable soils under boardwalk footers and replace with concrete
Add \$4,941.60 (contractor quote)
10. Remediate sink hole in pond area
Add \$1,182 (contractor quote)

Total Cost of Change Order \$31,888.60



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Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

MEMORANDUM

To: Mayor Jim Newberry
Urban County Council Members
Kimra Cole, Commissioner of General Services

From: Jerry Hancock, Director of Parks and Recreation 

Subj: Lease for Lexington Art League at Loudoun House, Castlewood Park

Date: October 22, 2009

This is to request approval of a lease with the Lexington Art League which allows them to occupy the Loudoun House in Castlewood Park.

A lease was approved by the Urban County Council under Resolution R-604-2003 in November of 2003, which granted occupancy of the Loudoun House from November 2003 to October 2008. That lease allowed for an automatic renewal for an additional 5 year period which should have been executed in October of 2008.

Unfortunately the lease renewal was not completed in a timely fashion and the Law Department requested that a new agreement be approved, which is attached. The Division of Parks and Recreation and the Board of Directors of the Lexington Art League have approved this new document, which was drawn by LFUCG's Law Department.

It contains the same terms as the original document, with the exception of changes in the starting and ending dates for the term of the lease. The new lease commences on November 1, 2009 and runs to October 31, 2012 with an option to renew for 3 additional years. The Lexington Art League has proven to be an excellent partner and provides programming and outreach to the community, in addition to their partnership with us on the American Founder's Bank Art Fair at Woodland Park each year..

Please do not hesitate to call me if there are any questions about this request.

495-09

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on or as of the ____ day of _____, 2009, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 (the "Government"), Party of the First Part, and the **LEXINGTON ART LEAGUE, INC.**, a Kentucky non-profit Corporation, 209 Castlewood Drive, Lexington, Kentucky (the "Organization"), Party of the Second Part:

WITNESSETH:

WHEREAS, the Organization desires to use the facility known as the "Loudoun House" in Castlewood Park on Castlewood Drive, located in Fayette County, Commonwealth of Kentucky, for its activities as further described herein; and

WHEREAS, the Government desires for the Organization to occupy the Loudoun House; and

WHEREAS, the parties have previously entered into lease agreements pertaining to the Loudoun House; and

WHEREAS, the Loudoun House was recently renovated and such renovation required the Organization to discontinue its use of the Loudoun House during a period of time it otherwise would have occupied the Loudoun House pursuant to a previous lease agreement with the Government; and

WHEREAS, the parties intend for this lease agreement (the "Lease") to replace the terms of the lease agreement entered into by the parties pursuant to Resolution No. 590-97.

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

1. PREMISES. The Organization shall have the right to use that facility known as the "Loudoun House" in Castlewood Park at 209 Castlewood Drive, located in Lexington, Fayette County, Kentucky, together with the improvements and fixtures presently located therein and attached thereto, and the courtyard and grounds immediate thereto; together with such parking area as is necessary for parking incidental thereto and such right-of-way as is necessary for ingress thereto and egress therefrom (said areas combined being hereinafter referred to as the "Premises"), for the purpose of the Organization's activities as provided in paragraph 2.

2. USE: The Organization shall use the Premises for the purposes of its general operations as a non-profit visual arts organization, including but not limited to the following: exhibiting in its discretion two and three dimensional works of art in various media forms for public viewing, art galleries, exhibits and exhibit openings, artist studios, meetings, workshops, classes, seminars, lectures, fund raising events, staff offices, private meetings and functions, public and private tours, storage, and other related activities. No part of the Premises shall be used for any other purpose without the prior written consent of the Government's Commissioner of General Services or her designee which consent will not be unreasonably withheld. In no case, shall the Premises be sublet for living quarters or used for living quarters. The Organization shall use the Premises for the foregoing purposes in a safe and proper manner, and shall not permit the Premises to be used for any unlawful purpose, or in any way that will injure the reputation of the building included in the Premises. The Government and the Organization acknowledge that they are both parties to a Deed of Preservation and Conservation Easement dated January 11, 2002 and recorded in Deed Book 2296, Page 408 in the Fayette County Clerk's Office, and that pursuant to section 31 of said Deed, the Lease is subordinated to the

Deed of Preservation and Conservation Easement. The parties further acknowledge and agree that they will not take any action that violates any provision of the Deed.

3. TERM: The Lease shall be effective for a period of three years from November 1, 2009 to October 31, 2012. The Government has the right to extend the Lease on November 1, 2012 for a further term of three years. Any notice of termination of the lease shall be provided by the Government in writing to the Organization ninety (90) days prior to the termination date.

4. RENT: The Organization shall pay to the Government the sum of One Thousand Dollars (\$1,000.00) per month due on the first day of each month. After the initial three (3) year term, the Government may change the rent with ninety days written notice to the Organization for any period thereafter. Rent was determined based upon the fair market rental value of the Premises reduced by the additional consideration provided by the Organization as described in paragraph 6 herein.

5. TAXES AND FEES: The Organization agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit and/or license fees. The Organization is not responsible for any applicable real property taxes.

6. ADDITIONAL CONSIDERATION PROVIDED BY ORGANIZATION: In addition to monthly rent payment, the Organization further agrees to provide the Government with the following during the terms of the Lease.

(a) The Organization shall assign and pay to the Government any and all revenue generated from food and/or beverage concessionaires and any parking fees generated during the Woodland Arts Fair;

(b) The Organization shall provide to the Government a space at the Woodland Arts Fair equivalent to two vending booths (approximately 20' x 20'). The

Government shall provide the actual booths or structures. The Government shall not utilize the space to undertake any activity, including but not limited to the sale, raffle, or giving away of works of art or crafts, that competes with the efforts of art vendors at the Fair. The Government further agrees that the space shall not be used for political purposes that may serve to compromise the Organization's federal tax-exempt status.

(c) The Government shall be allowed to hold meetings, conferences, or other events on the Premises so long as such events(s) do not interfere with the Organization's existing schedule of exhibits or other events being held by the Organization at the same time. The Government shall coordinate its use of the Premises with the Organization in advance, and all such uses shall be at no cost to the Government unless otherwise agreed to by the parties. It is anticipated that the Government may seek to use the Premises approximately six times each year.

(d) The Organization shall provide innovative programming that promotes the visual arts in Fayette County and related public interests as may be agreed by the parties, including but not limited to art education, public relations and community art events. The parties will meet on at least an annual basis during the term of this lease agreement to determine the level and type of programming that is to be offered each year.

7. ALCOHOL: It is expressly agreed by the Government and the Organization that alcohol may be consumed upon the Premises, but only in conjunction with fundraisers, receptions, exhibit openings, or other events approved by the Government in accordance with applicable ordinances. The Organization agrees to comply with any applicable laws, rules and regulations pertaining to the consumption and/or sale of alcoholic beverages.

8. UTILITIES: The Organization shall pay before delinquency all charges for gas heat, electricity, telephone service, and other similar charges incurred by the Organization with

respect to and during its occupancy of the Premises, with the exception of water and sewer service which shall be paid by Government.

9. COMPLIANCE WITH ORDINANCES, STATUTES AND FEDERAL LAWS:

The Organization shall comply and cause its employees and agents to comply with ordinances, statutes and federal laws in connection with the use of the Premises. If the Organization shall fail within seventy-two (72) hours after receipt of written notice of any violation by the Organization or its employees or agents of any ordinances, statutes or federal laws, to cure such violation, such failure shall constitute a breach of the Lease.

10. INSPECTIONS: The Government's Commissioner of General Services or her designee shall have the right to inspect the Premises at any time during the Organization's normal hours of operation. The Government shall have free access to the Premises at all reasonable times for the purpose of examining the same, or to make any alterations or repairs to the Premises that the Government deems necessary for its safety or preservation.

11. ALTERATIONS TO THE PREMISES: Any physical improvements or change in the status of the Premises, including painting, is to be done with the express prior written approval of the Government's Commissioner of General Services or her designee which shall not be unreasonably withheld. Any and all improvements once installed, affixed or located in or on the Premises shall be and remain on the Premises and belong to the Government as further consideration of this Lease, provided however that all inventory, furnishings, fixtures and other equipment installed and paid for by the Organization may be removed by the Organization upon termination of the Lease if such removal does not damage the Premises.

12. MAINTENANCE OF THE PREMISES:

a. The Government shall maintain the exterior of the Premises, including the roof, foundation, and structural portion of the Premises, and the exterior doors and window frames, and shall replace all broken and cracked glass except where such replacement is required by reason of the acts of the Organization, in which event Organization shall make such replacements. The Government shall make all necessary repairs to the parking areas, service driveways and sidewalks, and shall provide at its expense, general yard maintenance of the Premises (according to its normal park mowing schedule), snow and ice removal, and the removal of trash and garbage (but not the placement of such trash and garbage in the appropriate container and location). The Government shall further be responsible for making all major repairs to the interior structures of the Premises as necessary to preserve and keep it in a good and safe condition, and shall keep the heating, ventilation, air conditioning, plumbing, electrical and like systems in good working order.

b. The Organization shall make any minor repairs as may be necessary for keeping and maintaining the interior of the Premises in good order, condition and repair, and shall further provide at its expense, general custodial care for the interior of the Premises. Excepted from this are repairs made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.

13. INDEMNIFICATION AND INSURANCE:

a. Indemnification – The Organization agrees to indemnify, defend and hold harmless the Government and its agents, officials and employees, from any and all claims, liabilities, loss, damage or expense resulting from the Organization's or its invitees' use of the Premises. The Government shall not be liable for any loss or damage to persons or property of the Organization or others by theft or otherwise located on the Premises or the loss of or the

damage to any property of the Organization or others from the Premises, except to the extent such injury or damage results from a negligent or willful act or failure to act of the Government. The Government shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent such injury or damage results from a negligent or willful act or failure to act of the Government. Any property of the Organization kept for storage at the Premises shall be so kept at or stored at the risk of the Organization only.

b. Insurance: -- The Organization shall procure and maintain, at its cost, throughout the term of the Lease, and annually for any extension thereof, Commercial General Liability Insurance, including Premises and Operations Liability and Fire Legal Liability for said premises, and any other appropriate insurance, deemed proper and necessary for its use and occupation of the facility. Liability limits should be in an amount not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000. Said insurance company shall be authorized to do business in the Commonwealth of Kentucky, with a Best's Key Rating of no less than Excellent (A or A-) and a financial size category of no less than VIII, and must include the provision that, "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insureds, under the provisions of this lease agreement." The Organization shall furnish to the Government's Division of Risk Management a certificate of insurance and make available for inspection a copy of the policy.

14. TERMINATION: Either party may terminate the Lease at any time, for any reason, upon ninety (90) days written notice.

15. SIGNS: The Organization shall not allow its name or any advertisement to be applied on any part of the Premises. However, the Organization will be allowed to place at its expense its name or sign on the grounds outside of the building, provided such sign complies with the applicable ordinances and rules and regulations of the Government and advance written approval of the Government is obtained. Such approval shall not be unreasonably withheld. The Organization is also allowed to display banners, signs, or other temporary items during public events held on the Premises, so long as any such items comply with all applicable ordinances, rules and regulations and are removed immediately after the end of the event.

16. LEASE NOT ASSIGNABLE: This Lease is not assignable.

17. PROPERTY ON PREMISES IS RESPONSIBILITY OF ORGANIZATION: All personal property which may be kept upon the Premises shall be at the sole risk and responsibility of the Organization.

18. DESTRUCTION OF PREMISES: If the Premises should be destroyed or damaged by fire or other casualty covered by Government's policy of fire and extended coverage insurance, Government shall, with due diligence, make repairs or restoration at its expense; provided, however, that should damage to the extent of fifty percent (50%) or more of the value thereof occur, then Government may at its option cancel this Lease instead of making the necessary repairs or restoration; and, provided further, that if the Premises are damaged to such an extent that repairs or restoration cannot be effected within one hundred twenty (120) days, either party shall have the right to cancel this Lease by giving the other party notice in writing within thirty (30) days from the date such damage occurred. In the event no such notice is given, or if notice be waived in writing by the parties, Government shall proceed with due diligence to complete the restoration of the Premises. In the event of partial destruction or damage whereby

Organization shall be deprived of the use or occupancy of only a portion of said Premises, then minimum rent shall be equitably apportioned according to the area of the Premises which is usable by Organization until such time as the Premises shall be repaired or restored. Government shall commence the repair and reconstruction of the Premises promptly after it receives the proceeds of insurance in connection with such partial loss. If the destruction or damage be of such extent that the Premises are entirely untenable, then the rent shall cease until the Premises are restored or repaired.

19. QUIET ENJOYMENT: Government hereby covenants and agrees that if Organization shall perform all the covenants and agreements herein stipulated to be performed on Organization's part, Organization shall at all times during the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of, or hindrance from Government or any person or persons lawfully claiming the Premises.

20. VACATION OF PREMISES: The Organization shall deliver up and surrender to the Government possession of the Premises upon the expiration or termination of the Lease in as good a condition and repair as the Premises shall be at the commencement of said terms (the elements and ordinary wear and deterioration excepted) and deliver the keys to the Government.

21. MEMORANDUM OF LEASE: The Lease, or a memorandum describing the property herein demised, stating the term of the Lease, and referring to this Lease, may be recorded by either party, but is not required.

22. NOTICES: Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivering or mailing such notice or consent. If mailed, such notice shall be mailed by registered or certified mail addressed

to the other party at the address herein above specified or the Premises, or both, or at such other addresses as may be specified from time to time in writing delivered to the other party.

23. WAIVER: No waiver of any condition of legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.

24. EMINENT DOMAIN: In the event that the Premises or any part thereof shall at any time after the execution of the Lease be taken for public or quasi-public use, or condemned under eminent domain, the Organization shall not be entitled to claim or have paid to it any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of the Organization, and the Organization hereby relinquishes to the Government any rights to any such damages. Should all of the Premises be taken by eminent domain, then this Lease shall be deemed terminated, and the Organization shall be entitled to no damages or any consideration by reason of such taking.

25. DEFAULT REMEDIES/LATE FEE. If any installment of rent or any portion thereof, shall remain unpaid for a period of ten (10) days after due, the Government shall be entitled to a late fee of five percent (5%) of the overdue rent. If either party shall default in the observance or performance of any of the terms or covenants herein contained, and shall have failed to pursue diligently the correction of such default after thirty (30) days written notice has been provided specifying such default, then the non-defaulting party may cancel the Lease and have all of the remedies at law or in equity to which it may be entitled.

26. INTERPRETATION: If any clause, sentence, paragraph or part of the Lease shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Lease, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects said Lease shall continue in full force and effect. This Lease having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.

27. INTERPRETATION AS PARTNERSHIP PROHIBITED: It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.

28. NON-DISCRIMINATION: The Organization will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap and will state in all solicitations or advertisements for employees placed by or on behalf of the Organization that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

29. ENTIRE AGREEMENT: This Lease Agreement contains the entire agreement of the parties with respect to the Organization's occupancy and lease of the Premises, and there are no other promises or conditions in any other agreement either oral or written. The Lease Agreement may be amended only in writing and only if such writing is signed by the party obligated under the amendment. The parties acknowledge that any amendment to the Lease must be approved by the Lexington-Fayette Urban County Council.

PROVIDED, that nothing herein contained shall be deemed to be against the laws of the Constitution of Kentucky, United States of America, or any local Ordinance.



655-09

49

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

RECEIVED

OCT 27 2009

GENERAL SERVICES
COMMISSIONER'S OFFICE

MEMORANDUM

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

FROM:


Jerry Hancock

RE: Change Order Request

DATE: October 26, 2009

Change Order No 1

This is a request for Council approval to increase the amount of contract no. 254-2008 with Pohl-Rosa-Pohl for design services of a basement access ramp to Raven Run tourist Center. This increase request is in the amount of \$3,690.00.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

CONTRACT HISTORY FORMContractor: Pohl Rosa PohlProject Name: Raven Run Tourist CenterContract Number and Date: 254-2008Responsible 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: \$ 22,584.00B. Cumulative Amount of
Previous Change Orders: \$ 0.00 0% %
(Line B / Line A)C. Total Contract Amount
Prior to this Change Order: \$ 22,584.00**Current Change Order**D. Amount of This Change Order: \$ 3,690.00 16% %
(Line D / Line A)E. New Contract Amount
Including this Change Order: \$ 26,274.00 116% %
(Line E / Line A)**SIGNATURE LINES**Project Manager: Maya MorganDate: 10/1/09Reviewed by: [Signature]Date: 10/26/09Division Director: [Signature]Date: 10/22/09

Date: Sept. 28, 2009
Project: Tourist Center
Location: Raven Run
Contract No 254-2008
Change Order No. 1

Contract No 254-2008

Change Order No. 1

[illegible]

The time provided for completion in the contract and all provisions of the contract will apply hereto.

Contract will apply to all work.

Recommended by Mark P. Morgan (Superintendent) Date 10/1/09

Accepted by [Signature] (Contractor) Date 9.28.09

Approved by [Signature] (Director) Date 10/22/09

Approved by [Signature] (Commissioner) Date 10/27/09

Approved by _____ (Mayor or CAO) Date _____



658-09

52

Lexington-Fayette Urban County Government

Jim Newberry, Mayor

TO: Mayor Jim Newberry
Members, Urban County Council

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

DATE: October 29, 2009

RE: Commerce Lexington, Inc. Purchase of Service Agreement – FY 2010

Please find attached the FY 2010 Purchase of Service Agreement with Commerce Lexington, Inc. The agreement is in the amount of \$522,170, including the payment for CL Airlines. The funding is to be used in support of a number of economic development activities and initiatives.

An addendum has been developed with regard to the agreement that will allow for performance measurement along several lines of focus. It will also provide a guide for Commerce Lexington as it reports information and progress related to their economic development efforts. These efforts include Brain Gain Education Initiatives, Expansion of Minority Business Programs, Entrepreneurship, Business Expansion/Recruitment/Relocation and work of the Bluegrass Business Development Partnership (Partnership between UK, Commerce Lexington, and LFUCG). This PSA will also include data from a new economic impact model and a Jobs Creation Worksheet suggested by Council.

The amount indicated in the agreement is fully budgeted for FY 2010 and I request Council authorization for the Mayor to execute the agreement as presented.

C: Bob Quick

Attachment

Bluegrass Business Development Partnership
2009/10 Budget ~ continuation with fluctuations in programs.

A.	<u>Workforce Development Programs ~Brain Gain/Education Initiatives</u>	
	High School Scholarship/Bring it back home	10,000.00
	Merged Job Opportunity Website	13,000.00
	BEN (Business Education Network)	30,000.00
	Next Generation Consulting follow-up	10,000.00
	Talent Recruitment/Retension Initiatives	15,000.00
	<u>Total</u>	<u>78,000.00</u>
B.	<u>Expansion of Minority Business Program locally and into the region</u>	
	Access Loan Program	10,000.00
	Procurement Opportunitites	15,000.00
	Certification Assistance - KMBC and other certification entities	17,000.00
	Minority Mainstreaming Initiatives	10,000.00
	Operations	30,000.00
	<u>Total</u>	<u>82,000.00</u>
C.	<u>Start-up/Existing Business/Recruitment</u>	
	Maintain New Existing Business Program	30,000.00
	Marketing, Advertising, Print, Web, Trade Shows, etc...	145,520.00
	Town and Gown Initiatives (Alumni Trips, etc.)	20,000.00
	Operations	40,000.00
	<u>Total</u>	<u>235,520.00</u>
D.	<u>Bluegrass Business Development Partnership (BBDP)</u>	
	Entrepreneurship workshops/directories/survey followup	30,000.00
	Marketing & Sponsorships	20,000.00
	SBDC Training	15,000.00
	Student Intern	6,500.00
	Office Equipment Upgrades	5,000.00
	Rent	13,500.00
	<u>Total</u>	<u>90,000.00</u>
E.	<u>CL Airlines loan</u>	36,650.00
	<u>Total Budget Request</u>	<u>522,170.00</u>