

**URBAN COUNTY COUNCIL  
SCHEDULE OF MEETINGS  
November 14-November 21, 2011**

**Monday, November 14**

Design Excellence Task Force Meeting.....3:00 pm  
Conference Room-5<sup>th</sup> Floor Government Center

**Tuesday, November 15**

Nicholasville Rd Corridor Task Force Meeting.....9:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

General Government Committee Meeting..... 10:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

Public Safety Committee Meeting.....1:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

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

Commission on Youth Development & Public Safety.....5:30 pm  
Fayette County Extension Office, 1140 Red Mile Place

**Wednesday, November 16**

Itinerant Merchant Task Force Meeting..... 10:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

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

**Thursday, November 17**

Affordable Housing Trust Task Force Meeting..... 10:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Courthouse Area Design Review Board Meeting.....2:00 pm  
Conference Room-12<sup>th</sup> Floor Government Center

Council Meeting.....6:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

**Friday, November 18**

No Meetings

**Monday, November 21**

No Meetings

**LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**

**WORK SESSION AGENDA**

**November 15, 2011**

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary – No**
- IV. Budget Amendments – Yes, pp.7-8**
- V. New Business-Yes, pp.9-62**
- VI. Continuing Business / Presentations**
  - A. 10.1.11 Planning & Public Works Committee-CM Farmer, pp.64-75**
  - B. Land Use & Watershed Mgmt Impacts on Stormwater  
Runoff-Charlie Martin-Director. Water & Air Quality, pp.76-91**
  - C. 800 MHz Radio System Implementations-Comm. Mason &  
David Lucas, Director. of E911**
- VII. Council Reports**
- VIII. Mayor's Report –None**
- IX. Public Comment – Issues Not on Agenda**
- X. Adjournment**

## ADMINISTRATIVE SYNOPSIS

November 15, 2011

New Business Items

- A. Authorization to amend Section 21-5 of the Code of Ordinances abolishing one position of Director of Litigation; and amend Section 22-5 of the Code of Ordinances creating two positions of Attorney, all in the Department of Law. (395-11) (Jarvis/Graham)  
This is a request to amend Section 21-5 of the Code of Ordinances abolishing one (1) position of Director of Litigation (Grade 123E); and to amend Section 22-5 of the Code of Ordinances creating two (2) positions of Attorney (Grade 117E), all in the Department of Law.**p.9**
- B. Authorization to execute Change Order No. 2 with Woodall Construction for the Lexington Streetscape Phase I Improvements, East Main Streetscape Project. (404-11) (Taylor)  
This is a request to execute Change Order No. 2 with Woodall Construction that will increase the sum of the contract by \$60,601.05 for additional units that were not included in the original contract and for the relocation of certain additional items needed for construction due to conflicts found in the field with other existing utilities. This change order gives the revised total contract amount of \$2,707,143.50. Funds are budgeted.**pp.10-13**
- C. Authorization to execute Change Order No. 3 with Woodall Construction for the Lexington Streetscape Phase I Improvements, East Main Streetscape Project. (405-11) (Taylor)  
This is a request to execute Change Order No. 3 with Woodall Construction that will increase the sum of the contract by \$55,938.35 for the replacement of 112' by 12" sanitary sewer main at 200 E. Main St., the elimination of 2 existing manholes, the addition of 1 new manhole and modification of 1 existing manhole. This change order gives the revised total contract amount of \$2,763,081.85. Funds are budgeted.**pp.14-16**
- D. Authorization to execute Change Order No. 2 (final) with Charles Deweese Construction for the Lexington Streetscape Phase I West Main Street Project. (396-11) (Taylor)  
This is a request to execute Change Order No. 2 (final) with Charles Deweese Construction that will increase the sum of the contract by \$3,272.25 for additional units that were not included in the original contract and for the removal of items no longer needed for construction. This change order gives the revised total contract amount of \$1,927,289.50. Funds are budgeted.**pp.17-19**
- E. Authorization to execute Change Order No. 2 with Woodall Construction Company for the Clays Mill Road Improvements Project. (406-11) (Gooding/Taylor)  
This is a request to execute Change Order No. 2 with Woodall Construction that will increase the sum of the contract by \$23,405.43 for

changes in materials and related costs. This change order gives the revised total contract amount of \$3,634,690.95. Funds are budgeted.**pp.20-22**

- F. Authorization to execute Change Order No. 2 (final) with Marrillia Design and Construction for the Maxwell Street Sidewalk and Bike Lane Project. (407-11) (Gooding/Taylor)  
This is a request to execute Change Order No. 2 with Marrillia Design and Construction that will increase the sum of the contract by \$52,480.53 for changes in the scope of work. This change order gives the revised total contract amount of \$360,918.74. Funds are budgeted.**pp.23-26**
- G. Authorization to close the right-of-way located between the properties located at 444 Fayette Park and 503 Willy Street and transfer the Right-of-Way to adjacent property owners. (414-11) (Wente/Taylor)  
This is a request to close the Right-of-Way located between the properties located at 444 Fayette Park and 503 Willy Street and transfer the right-of-way to adjacent property owners. Division Directors consent to this request and the property owners will accept full responsibility of the right-of-way.**pp.27-29**
- H. Authorization to enter into an exclusive easement agreement granting a 12' by 12' easement to Columbia Gas of Kentucky, Inc., to construct, maintain, operate and replace pipeline & related equipment. (397-11) (Baradaran/Moloney)  
This is a request to enter into an exclusive easement agreement granting a 12' by 12' easement to Columbia Gas of Kentucky, Inc., to construct, maintain, operate and replace pipeline & related equipment. This easement will adjoin an existing Columbia Gas exclusive easement.**pp.30-31**
- I. Authorization to execute agreement with Hazen and Sawyer for the implementation of sanitary sewer Capacity, Management, Operations and Maintenance (CMOM) program deliverables associated with LFUCG's Consent Decree. (408-11) (Martin/Taylor)  
This is a request to execute an agreement with Hazen and Sawyer, Environmental Engineers and Scientists, at a cost of \$287,500.00 for implementation of the CMOM program. Funds are budgeted.**p.32**
- J. Authorization to approve a Statement of Affiliation for the Division of Fire and Emergency Services Rescue Team as a Rescue Squad under KRS Chapter 39F. (412-11) (Dugger/Mason)  
This is a request to approve a Statement of Affiliation for the Division of Fire and Emergency Services Rescue Team as a Rescue Squad under KRS Chapter 39F. There is no budgetary impact.**p.33**



- K. Authorization to enter into a Lease Agreement with Pilgram Baptist Church for rental of vacant lot adjacent to Coolavin Park for patron parking. (398-11) (Hancock/Moloney)  
This is a request to execute a 3-year lease agreement for the property at 603 West Fifth Street, adjacent to Coolavin Park, at a cost of \$1,000.00. The property will be used for additional parking for events hosted at Coolavin Park.**pp.34-35**
- L. Authorization to enter into a Facility Usage Agreement with the Fayette County Board of Education for use of the Winburn Middle School gymnasium. (409-11) (Hancock/Moloney)  
This is a request to enter into a Facility Usage Agreement with Fayette County Board of Education in the amount of \$285.05 for the use of Winburn Middle School gymnasium for a Cheerleading Showcase on Sunday, November 6, 2011.**pp.36-37**
- M. Authorization to execute an agreement between Jessamine County EMS (JCEMS) and LFUCG Division of Fire for Paramedic Training. (394-11) (Gribbin/Mason)  
This is a request to execute a Paramedic Training agreement between Jessamine County EMS and LFUCG Division of Fire. This agreement allows JCEMS personnel to participate in the paramedic programs offered by LFUCG Division of Fire. There is no budgetary impact.**p.38**
- N. Authorization to execute agreement with Ad-Success for mobility office marketing campaign for fiscal year 2012. (399-11) (Gooding/Moloney)  
This is a request to execute an agreement with Ad-Success in the amount of \$44,400.00 for the mobility office. This grant provides for the design and implementation of a marketing campaign, which will increase the public's awareness of air quality issues and encourage the use of transportation alternatives. Funds are budgeted.**p.39**
- O. Authorization to enter into an agreement with Xavus Solutions, LLC for the purchase and maintenance of a data collection program at the senior center. (401-11) (Stambaugh/Mills)  
This is a request to execute an agreement with Xavus Solutions, LLC for the purchase of a data collection program in the amount of \$7,500.00 which will be used to gather data at the Senior Center to improve efficiency and create reports of building usage and participants.**p.40**
- P. Authorization to approve contract with Global Compliance for the installation and administration of a Fraud Tip Line. (416-11) (Sahli)  
This is a request to execute a contract with Global Compliance to implement and administer the LFUCG Fraud Tip Line in the amount of \$5,175.00. Funds are budgeted.**p.41**
- Q. Authorization to execute the National Safety Council Defensive Driving Course (DDC) Private Sub-Agency Training Agreement between the

Division of Risk Management and the Tennessee Regional Safety Council, Inc. (415-11) (Johnston/Moloney)

This is a request to execute the National Safety Council Defensive Driving Course (DDC) Private Sub-Agency Training Agreement between the Division of Risk Management and the Tennessee Regional Safety Council, Inc. in the amount of \$55 annually. Funds are budgeted.**p.42**

- R. Authorization to approve amendment to agreement with AMEC Environment & Infrastructure, Inc., for additional Brownfield Site Assessment Services. (411-11) (Gooding/Taylor)

This is a request to approve amendment to agreement with AMEC Environment & Infrastructure, Inc. (formerly know as AMEC Earth & Environmental, Inc.) for additional funding in the amount of \$246,430.00 awarded by the EPA for additional Brownfield Site Assessment Services. This amendment gives the revised total contract amount of \$386,650.00.**p.43**

- S. Authorization to accept award from the Kentucky Office of Homeland Security for continuation of the Metropolitan Medical Response System (MMRS) - FY 2012 (402-11) (Gooding/Mason)

This is a request to accept an award from the Kentucky Office of Homeland Security in the amount of \$267,609.00 for the continuation of the MMRS. These funds will be used for the MMRS Project Coordinator (salary and benefits), purchase of minor equipment, professional services, operating, travel and purchase of capital equipment.**p.44**

- T. Authorization to accept award of federal funds from the Kentucky Office of Homeland Security for various Public Safety projects under the 2011 State Homeland Security Grant Program. (413-11) (Gooding/Mason)

This is a request to accept awards offered from the Kentucky Office of Homeland Security for four Public Safety projects under the 2011 State Homeland Security Grant Program. The total amount awarded for all four projects is \$360,800.00. No matching funds are required.**pp.45-46**

- U. Authorization to submit application and accept award, if offered, from the Kentucky Division of Emergency Management for a search and rescue project in the Division of Fire and Emergency Services. (410-11) (Gooding/Mason)

This is a request to submit an application to the Kentucky Division of Emergency Management/Department of Military Affairs requesting funds in the amount of \$8,000.00 for purchase of equipment for use by Technical Rescue for the Dive/Water Rescue program.**p.47**

- V. Authorization to submit application and to accept award of funds from the Kentucky Board of Emergency Medical Services for purchase of EMS equipment for FY 2013. (403-11) (Gooding/Mason)

This is a request to submit an application and accept award from the Kentucky Board of Emergency Medical Services in the amount of

\$11,000.00 for the purchase of equipment, including computers for electronic reporting, training mannequins and other equipment by administrative regulation for ambulance services. No matching funds are required.**p.48**

W. Authorization to execute a lease agreement with Denham-Blythe for space for our Wellness Center. (417-11) (Moloney)

This is a request to execute a three-year lease agreement with Denham-Blythe for the space for our wellness center. The facility is located at 100 Trade Street. Rental will begin December 1, 2011. Monthly rent in the amount of \$7,887.40.**pp.49-61**

# BUDGET AMENDMENT REQUEST LIST

7

<b>JOURNAL</b>	56200	<b>DIVISION</b>	Streets and Roads	<b>Fund Name</b>	General Fund
				<b>Fund Impact</b>	43,380.00CR
					43,380.00CR

To budget personnel recovery for Streets and Roads for Kentucky Pride - 2012.

<b>JOURNAL</b>	56202	<b>DIVISION</b>	Traffic Engineering/ Environmental Policy	<b>Fund Name</b>	General Fund
				<b>Fund Impact</b>	68,000.00
					68,000.00CR
					.00

To move traffic signal energy savings from Traffic Engineering to Environmental Policy under the Energy Improvement program.

<b>JOURNAL</b>	56304	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b>	General Fund
				<b>Fund Impact</b>	71,600.00CR
					71,600.00CR

To removed funds for grant match rolled by Ordinance 140-2011 for two grants identified by Grants and Special Programs as not being needed in FY 2012. These grants are Summer Lunch and Historic Preservation.

<b>JOURNAL</b>	56197	<b>DIVISION</b>	Waste Management	<b>Fund Name</b>	Urban Fund
				<b>Fund Impact</b>	46,560.00CR
					46,560.00CR

To budget personnel recovery for Waste Management for Kentucky Pride - 2012.

<b>JOURNAL</b>	56037	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b>	Police Confiscated
				<b>Fund Impact</b>	1,900.00
					1,900.00CR
					.00

To provide funds for Police Canines by decreasing funds for Operating Supplies and Expense, all within Asset Forfeiture-State.

<b>JOURNAL</b>	56038-39	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b>	US Dept Of Justice
				<b>Fund Impact</b>	3,942,925.00
					3,942,925.00CR
					.00

To establish grant budget for Cops Hiring - 2012.

<b>JOURNAL</b>	56040-41	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b>	US Dept Of Justice
				<b>Fund Impact</b>	400,000.00
					400,000.00CR
					.00

To establish grant budget for Arrest Policies - 2012.

<b>JOURNAL</b>	56042-43	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b> <b>Fund Impact</b>	US Dept Of Justice 99,150.00 99,150.00CR .00
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To establish grant budget for SANE - 2012.

<b>JOURNAL</b>	56274-75	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b> <b>Fund Impact</b>	US Homeland Security 267,609.00 267,609.00CR .00
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To establish grant budget for Metropolitan Medical Response System - FY 2012.

<b>JOURNAL</b>	56276	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b> <b>Fund Impact</b>	US Homeland Security 500.00 500.00CR .00
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To amend Hazard Mitigation Grant Program - FY 2011 to provide for non-civil service salaries by decreasing funds for civil service salaries.

<b>JOURNAL</b>	56198-99	<b>DIVISION</b>	Grants and Special Programs	<b>Fund Name</b> <b>Fund Impact</b>	Grants State 138,921.33 138,921.33CR .00
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To establish grant budget for Kentucky Pride - 2012.

#### BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District Fund	114,980.00CR
Fund	1115	Urban Service Distirct Fund	46,560.00CR
Fund	1132	Police Confiscated State Fund	.00
Fund	3140	US Department Of Justice	.00
Fund	3200	US Department Of Homeland Security	.00
Fund	3400	Grants - State	.00

**395-11****9**

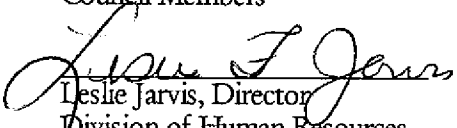
Lexington-Fayette Urban County Government  
DIVISION OF HUMAN RESOURCES

Jim Gray  
Mayor

Janet Graham  
Commissioner

**M E M O R A N D U M**

**TO:** Jim Gray, Mayor  
Richard Moloney, Chief Administrative Officer  
Council Members

**FROM:**   
Leslie Jarvis, Director  
Division of Human Resources

**DATE:** October 25, 2011

**SUBJECT:** Abolish/Create positions - Department of Law

The attached action amends Section 21-5 of the Code of Ordinances abolishing one (1) position of Director of Litigation (Grade 123E); this action also amends Section 22-5 of the Code of Ordinances creating two (2) positions of Attorney (Grade 117E) all in the Department of Law, effective upon passage by Council.

The Law Department currently has several experienced Attorney Senior positions and three managerial attorneys. However, there are currently no entry level attorneys working in the Law Department. In fact, no entry level attorneys have been hired since 1999, and the Law Department needs to diversify the legal staff by hiring less experienced attorneys who can be trained to assist in the litigation and corporate sections.

By using the funds of the position of Director of Litigation that was approved in the FY 2012 adopted budget to create the two Attorney positions the fiscal impact for FY 2012 will be budget neutral.

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Funded	Director of Litigation	\$103,604.80	\$0	\$(103,604.80)
Vacant	Attorney	\$0	\$49,276.50	\$49,276.50
Vacant	Attorney	\$0	\$49,276.50	\$49,276.50
<b>Total Annual Impact/ Salary and Benefits</b>				
<b>\$0</b>				

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

Attachment

Log # 12-0022



404-11  
10

Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray  
Mayor

Cheryl A. Taylor  
Commissioner

TO: JIM GRAY, MAYOR  
URBAN COUNTY COUNCIL

FROM: GEORGE S. MILLIGAN, CONSTRUCTION SUPERVISOR  
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

DATE: NOVEMBER 2, 2011

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2 TO  
CONTRACT 086-2010 WITH WOODALL CONSTRUCTION IN THE AMOUNT OF  
\$60,601.05 FOR THE LEXINGTON STREETSCAPE PHASE ONE IMPROVEMENTS, EAST  
MAIN STREET STREETSCAPE PROJECT

The Division of Environmental Quality and Public Works is recommending the execution of change order No. 2 for \$60,601.05 with Woodall Construction for the construction of the Lexington Streetscape Phase One Improvements, East Main Streetscape Project. The new contract total is \$2,707,143.50.

The change order adds units that were not included in the original contract but were needed for construction. Also included is the cost for the relocation of certain additional items need for construction due to conflicts found in the field with other existing utilities. This change also includes the unit cost associated with the installation of certain elements included as part of the amenities package.

Sufficient funds are budgeted in the following account.

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY	AMOUNT
2600	303301	0001	91714	MAINSTCPE	2010	SIDEWALK	\$60,601.05

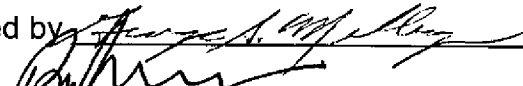
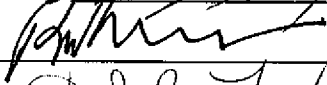
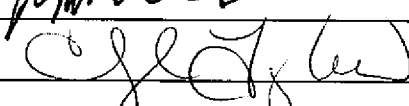
Council authorization to execute Change Order No. 2 to the agreement with Woodall Construction in the amount of \$60,601.05 is hereby requested.

  
George S. Milligan, Construction Supervisor

Cc: Cheryl A. Taylor, Commissioner of Environmental Quality and Public Works

LEXINGTON -FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER		Date: 11/01/2011		11
		Project:East Main St. Streetscape		
		Location: East Main Street		
To (Contractor)		Contract No		
Woodall Construction		086-2010		
		Change Order No. 2		
You are hereby requested to comply with the following changes from the contract plans and specifications:				
Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)	
152	Install 2 curb inlet box offsets to tie into existing storm sewer piping		\$1,960.00	
153	Install 2 cast iron cleanouts due to need to offset storm inlet boxes 2 ea. @ \$350.00		\$700.00	
154	Construct modified 5' x 8' storm inlet box. Custom form in field due to conflicts with other existing utilities		\$3,675.00	
155	Modify planting bed at 201 East Main St. Install HDPE liner, 4" perf. Drain pipe, connect drain pipe to existing catch basin and install concrete retaining wall at sidewalk		\$5,440.50	
156	Install 30" trench drain and 25 lf. 4" PVC pipe at 249 East Main St.		\$2,372.75	
157	Install 24" trench drain and 31 lf. 4" PVC pipe at 249 East Main St.		\$2,942.21	
158	Change Electric panel, meter base and disconnect from exposed to enclosed in steel cabinet.		\$7,452.00	
159	Install bike racks(provided by others) & the provision of anchor bolts for each rack 50 @ \$145.91		\$7,295.50	
160	Remove existing bricks and install KY Star Pavers(Pavers provided by others) an the provision of the sand/cement setting bed 44 @ \$115.36		\$5,075.84	
161	Assemble and install park benches(provided by others) and theprovision of anchor bolts to secure benches to pavers 35 @ \$300.15		\$10,505.25	
162	Furnish and install 4 areas of 16"x24" granite stones and 1 12"x16" granite engraved furlong marker 100 sq. ft. @ \$114.57		\$11,457.00	
163	Install new 3" underground electric service from KU vault to existing KU panel for increased load		\$1,725.00	



Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	XXXXXXXXXXXX
	Total increase	XXXXXXXXXXXX	\$60,601.05
	Net (increase) contract price		\$60,601.05
Sum to be added to the total contract price: \$60,601.05			
The total adjusted contract price to date thereby is: \$2,707,143.50			
The time provided for completion in the contract and all provisions of the contract will apply hereto.			
Recommended by	 (Project Mgr)	Date	11/7/11
Accepted by	 (Contractor)	Date	11/7/11
Approved by	 (Commissioner)	Date	11-7-11
Approved by	_____ (Mayor or CAO)	Date	_____

**CONTRACT HISTORY FORM**Contractor: Woodall ConstructionProject Name: East Main St. StreetscapeContract Number and Date: 086-2010 May 15, 2010Responsible LFUCG Division: Environmental Quality and Public Works**CHANGE ORDER DETAILS****Summary of Previous Change  
Orders To Date**

	<u>Dollar Amount</u>	<u>Percent Change to Original Contract</u>
A. Original Contract Amount:	\$ <u>2,603,629.38</u>	
B. Cumulative Amount of Previous Change Orders:	\$ <u>42,913.07</u>	<u>2%</u> % (Line B / Line A)

C. Total Contract Amount Prior to this Change Order:	\$ <u>2,646,542.45</u>	
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**Current Change Order**

D. Amount of This Change Order:	\$ <u>60,601.05</u>	<u>2%</u> % (Line D / Line A)
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E. New Contract Amount Including this Change Order:	\$ <u>2,707,143.50</u>	<u>104%</u> % (Line E / Line A)
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**SIGNATURE LINES**Project Manager: [Signature] Date: 11/7/11Reviewed by: [Signature] Date: 11/7/2011Commissioner: [Signature] Date: 11-7-11



405-11

14

Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray  
Mayor

Cheryl A. Taylor  
Commissioner

TO: JIM GRAY, MAYOR  
URBAN COUNTY COUNCIL

FROM: GEORGE S. MILLIGAN, CONSTRUCTION SUPERVISOR  
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

DATE: NOVEMBER 7, 2011

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 3 TO  
CONTRACT 086-2010 WITH WOODALL CONSTRUCTION IN THE AMOUNT OF  
\$55,938.35 FOR THE LEXINGTON STREETScape PHASE ONE IMPROVEMENTS, EAST  
MAIN STREET STREETScape PROJECT

The Division of Environmental Quality and Public Works is recommending the execution of change order No. 3 for \$55,938.35 with Woodall Construction for the construction of the Lexington Streetscape Phase One Improvements, East Main Streetscape Project. The new contract total is \$2,763,081.85.

The change order adds units that were not included in the original contract but were needed for the replacement of 112' of 12" sanitary sewer main at 200 E. Main. The elimination of 2 existing manholes, adding 1 new manhole and modifying 1 existing manhole. This item was shown on the original plans but units could not be determined until after exploration of existing facilities was completed.

Sufficient funds are budgeted in the following account.

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY	AMOUNT
4003	303408	3462	92811	SSREHAB_2012	2012	CONSTRUCT	\$55,938.35

Council authorization to execute Change Order No. 3 to the agreement with Woodall Construction in the amount of \$55,938.35 is hereby requested.

  
George S. Milligan, Construction Supervisor

Cc: Cheryl A. Taylor, Commissioner of Environmental Quality and Public Works  
Charles Martin, Director, Division of Water Quality

**LEXINGTON -FAYETTE  
URBAN COUNTY GOVERNMENT  
CONTRACT CHANGE ORDER**

Date: 10/07/2011

Project: East Main St. Streetscape

Location: East Main Street

To (Contractor)

Contract No

086-2010

Woodall Construction

Change Order No. 3

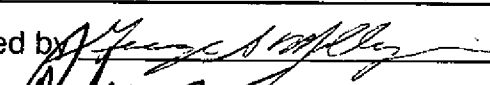
You are hereby requested to comply with the following changes from  
the contract plans and specifications:

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
	Items required to replace 112' of 12" sanitary sewer main at 200 East Main Street. The elimination of 2 sanitary manholes, adding 1 new manhole and modifying 1 existing manhole.		
164	Exploratory excavation and backfill (lump sum)		\$4,750.00
165	Labor, Equipment, Prevailing wage, Fringe Benefits		\$23,249.35
166	special fencing/ ped, traffic control		\$1,750.00
167	Steel Casing Pipe 20' @ \$45.00		\$900.00
168	12" pvc sewer pipe 112' @ \$11.75		\$1,316.00
169	casing spacers 3 @ \$95.00		\$285.00
170	Bypass pump rental with fuel (lump sum)		\$9,665.00
171	Stone backfill 304 tn @ \$17.00		\$5,168.00
172	Sanitary Manhole w/casting 1ea. @ \$1,750.00		\$1,750.00
173	Flowable backfill 44 cy. @ \$125.00		\$5,500.00
174	Testing		\$725.00
175	replace 8lf. Damaged 15"rcp with ads 8@ \$35.00		\$280.00
176	Concrete encasement for above item 4 cy @150.00		\$600.00
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	XXXXXXXXXXXX
	Total increase	XXXXXXXXXXXX	\$55,938.35
	Net (increase) contract price		\$55,938.35

Sum to be added to the total contract price: \$55,938.35

The total adjusted contract price to date thereby is: \$2,763,081.85

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

Recommended by  (Project Mgr)Date 10/7/11Accepted by  (Contractor)

Date \_\_\_\_\_

Approved by  (Commissioner)Date 11-7-11

Approved by \_\_\_\_\_ (Mayor or CAO)

Date \_\_\_\_\_

**CONTRACT HISTORY FORM**Contractor: Woodall ConstructionProject Name: East Main St. StreetscapeContract Number and Date: 086-2010 May 15, 2010Responsible LFUCG Division: Environmental Quality and Public Works**CHANGE ORDER DETAILS****Summary of Previous Change  
Orders To Date**A. Original Contract Amount: \$ 2,603,629.38B. Cumulative Amount of  
Previous Change Orders: \$ 103,514.12**Percent Change to  
Original Contract**4% %  
(Line B / Line A)C. Total Contract Amount  
Prior to this Change Order: \$ 2,707,143.50**Current Change Order**D. Amount of This Change Order: \$ 55,938.352% %  
(Line D / Line A)E. New Contract Amount  
Including this Change Order: \$ 2,763,081.85106% %  
(Line E / Line A)**SIGNATURE LINES**Project Manager: [Signature]Date: 11/7/11Reviewed by: [Signature]Date: 11/7/2011Commissioner: [Signature]Date: 11-7-11



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Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray  
Mayor

Cheryl A. Taylor  
Commissioner

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

**FROM: GEORGE S. MILLIGAN, CONSTRUCTION SUPERVISOR  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS**

**DATE: SEPTEMBER 26, 2011**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2  
FINAL WITH CHARLES DEWEESE CONSTRUCTION IN THE AMOUNT OF  
(\$3,272.25) FOR THE LEXINGTON STREETScape PHASE ONE WEST MAIN  
STREET PROJECT**

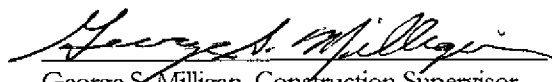
The Department of Environmental Quality and Public Works is recommending the execution of change order No. 2 Final for (\$3,272.25) with Charles Deweese Construction for construction of the Lexington Streetscape Phase One West Main Street Project. The new contract total is \$1,927,289.50.

The change order adds units that were not included in the original contract but were needed for construction. In addition this change order removes items that were included in the original contract that were not needed for construction.

Sufficient funds are budgeted in the following account.

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY	AMOUNT
2600	303301	0001	91714	MAINSCP	2010	SIDEWALK	(\$3,272.25)

Council authorization to execute Change Order No. 2 Final to the agreement with Charles Deweese Construction in the amount of (3,272.25) is hereby requested.

  
George S. Milligan, Construction Supervisor

Cc: Cheryl A. Taylor, Commissioner of the Department of Environmental Quality and Public Works

LEXINGTON -FAYETTE  
URBAN COUNTY GOVERNMENT  
CONTRACT CHANGE ORDER

Date: August 25, 2011

Project: West Main Streetscape

Location: Main to Broadway

To (Contractor)

Charles Deweese Construction

Contract No

143-2010

Change Order No. 2 FINAL

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

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
120	Adjust Light Pole Bases. Reduce quantity from 13 to 0	\$ 3,900.00	
Alt. 4	Detectable Warning Pavers - Granite in lieu of Concrete. Increase quantity from 56 to 59 sq. yd.		\$ 627.75
	Change in contract price due to this Change Order:		
	Total decrease	\$3,900.00	XXXXXXXXXXXX
	Total increase	XXXXXXXXXXXX	\$627.75
	Net (increase) contract price		-\$3,272.25

Sum to be decreased from the total contract price: \$ 3,272.25

The total adjusted contract price to date thereby is: \$ 1,927,289.50

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

Recommended by [Signature] (Project Mgr)Date 9/27/2011Accepted by [Signature] PE (Contractor)Date 9/24/2011Approved by [Signature] (Commissioner)Date 10/26/11

Approved by \_\_\_\_\_ (Mayor or CAO)

Date \_\_\_\_\_

**CONTRACT HISTORY FORM****19**Contractor: Charles Deweese ConstructionProject Name: West Main StreetscapeContract Number and Date: 143-2010 03/11/2010Responsible LFUCG Division: Enviromental Quality and Public Works**CHANGE ORDER DETAILS**

<u>Summary of Previous Change Orders To Date</u>	<u>Dollar Amount</u>	<u>Percent Change to Original Contract</u>
A. Original Contract Amount:	\$ <u>1,757,455.36</u>	
B. Cumulative Amount of Previous Change Orders:	\$ <u>173,106.39</u>	<u>10%</u> % (Line B / Line A)
C. Total Contract Amount Prior to this Change Order:	\$ <u>1,930,561.75</u>	
<b><u>Current Change Order</u></b>		
D. Amount of This Change Order:	\$ <u>(3,272.25)</u>	<u>0%</u> % (Line D / Line A)
E. New Contract Amount Including this Change Order:	\$ <u>1,927,289.50</u>	<u>110%</u> % (Line E / Line A)

**SIGNATURE LINES**

Project Manager: [Signature] Date: 9/27/2011

Reviewed by: [Signature] Date: 9/27/2011

Commissioner: [Signature] Date: 10-26-11





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Mayor Jim Gray  
**LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR**  
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: NOVEMBER 4, 2011**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2 TO CONTRACT WITH WOODALL CONSTRUCTION COMPANY FOR THE CLAYS MILL ROAD IMPROVEMENTS PROJECT**

On January 13, 2011 (Resolution No. 10-2011), Council approved award of Bid # 179-2010 to Woodall Construction Company, Inc., in the amount of \$3,569,321.10 for construction of Clays Mill Road Improvement Project Section 2A.

On July 12, 2011 (Resolution No. 309-2011), Council approved Change Order # 1 in the amount of \$41,964.42 for a new total of \$3,611,285.52.

Division of Engineering has negotiated Change Order No. 2 in the amount of \$23,405.43 for decreases and increase in materials and related costs. New total is \$3,634,690.95.

Construction of this project is fully funded with SLX (Surface Transportation Lexington) federal dollars. Match for this project is provided by Kentucky Transportation Cabinet toll credits. Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF
3160	303202	3251	91715	CLY ML RD 2005	FED GRANT	2005

Council authorization to execute Change Order No. 2 with Woodall Construction Company, Inc., is hereby requested.

  
Irene Gooding, Director

Xc: Cheryl Taylor, Commissioner of the Department of Environmental Quality and Public Works

**HORSE CAPITAL OF THE WORLD**

200 East Main Street 6<sup>th</sup> Fl Lexington, KY 40507 PH (859)258-3070 FAX (859)258-3081 [www.lexingtonky.gov](http://www.lexingtonky.gov)

## CONTRACT HISTORY FORM

Project Name Clays Mill Road Project Section 2A

Contractor: Woodall Construction Company Inc.

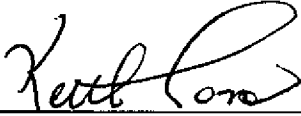
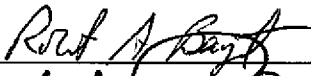
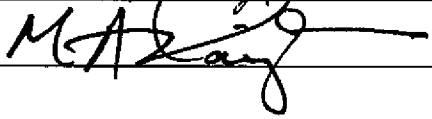
Contract Number and Date: 3-2011 January 13, 2011

Responsible LFUCG Division: Engineering

## CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount:	\$	<u>3,569,321.10</u>	
Next Lowest Bid Amount:			
		<u>\$3,692,976.85</u>	
B. Amount of Selected Alternate or Phase:	\$	<u></u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>3,569,321.10</u>	
D. Amended Contract Amount:	\$	<u>3,569,321.10</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>41,964.42</u>	<u>1.2%</u> (Line E / Line D)
F. Amount of This Change Order:	\$	<u>23,405.43</u>	<u>0.7%</u> (Line F / Line D)
G. Total Contract Amount:	\$	<u>3,634,690.95</u>	

## SIGNATURES

Project Manager:	<u></u>	Date: <u>10/26/11</u>
Reviewed by:	<u></u>	Date: <u>10/27/11</u>
Division Director:	<u></u>	Date: <u>10/27/11</u>

## LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

## CONTRACT CHANGE ORDER

Date: October 21, 2011

Project: Clays Mill Road Improvement Section 2A

Location:

To (Contractor): Woodall Construction CO., Inc.  
1332 Cahill Drive  
Lexington,  
KY 40504-1164

Contract No: 3-2011

Change Order No: (2)

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
98	add	Concrete Retaining Wall @ Station 29+00	CY	26	\$ 447.74	\$ -	\$ 11,641.24
99	add	5x8 Manhole	EA	1	\$ 7,115.00	\$ -	\$ 7,115.00
100	add	4x4 Manhole	EA	1	\$ 2,105.00	\$ -	\$ 2,105.00
97	add	Type "D" CBI	EA	1	\$ 1,795.00	\$ -	\$ 1,795.00
95	add	18" Junction Box	EA	1	\$ 1,525.00	\$ -	\$ 1,525.00
96	add	24" Junction Box	EA	1	\$ 2,375.00	\$ -	\$ 2,375.00
37	del	38"x60" HECF	LF	58	\$ 173.69	\$ 10,074.02	\$ -
81	del	Bonds (Performance & Payment)	LS	1	\$ 2,305.34	\$ 2,305.34	\$ -
7	add	Adjust Manhole	EA	5	\$ 995.84	\$ -	\$ 4,979.20
65	add	42" Steel Guardrail with Pickets (Retaining Wall)	LF	57	\$ 74.55	\$ -	\$ 4,249.35

Total decrease

\$ 12,379.36

Total increase

\$ 35,784.79

Net (increase) in contract price

\$ 23,405.43

Current Contract Amount = \$3,611,285.52

New Contract Amount = \$3,634,690.95

Recommended by

Date 10/21/11

Accepted by

Date 10-21-11

Approved by

Date 10/27/11

Approved by

Date 11-7-11

Approved by

Date

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Mayor Jim Gray  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR**  
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: NOVEMBER 4, 2011**

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2 (FINAL) TO CONTRACT WITH MARRILLIA DESIGN AND CONSTRUCTION FOR THE MAXWELL STREET SIDEWALK AND BIKE LANE PROJECT**

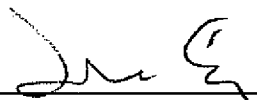
On July 1, 2010 (Resolution No. 384-2010), Council authorized acceptance of bid from Marrillia Design and Construction in the amount of \$299,968.51 for the Maxwell Street Sidewalk & Bike Lane Project.

On April 14, 2011, Council approved Change Order No. 1 in the amount of \$8,470 as an adjustment for the federal prevailing wage rate, for a new contract total of \$308,438.21.

Division of Engineering has negotiated Change Order Number 2 (Final) in the amount of \$52,480.53 for increases/decreases in scope of work, for a new total of \$360,918.74.

Funds for Change Order No. 2 are budgeted in the Municipal Aid Program 1136-303202-3251-91715.

Council authorization to execute Change Order No. 2 (final) is hereby requested.

  
\_\_\_\_\_  
Irene Gooding, Director

Xc: Cheryl Taylor, Commissioner of Environmental Quality and Public Works

**HORSE CAPITAL OF THE WORLD**

**CONTRACT HISTORY FORM**

Project Name: Maxwell Street Sidewalk and Bike Lane Project

Contractor: Marrillia Design and Construction

Contract Number and Date: 149-2010 10/19/11

Responsible LFUCG Division: Engineering

**CONTRACT AND CHANGE ORDER DETAILS**

A. Original Contract Amount: \$ 299,968.21

Next Lowest Bid Amount:  
\$347,587.38

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

C. Cumulative Amount of All Previous Alternates or Phases: \$ 299,968.21

D. Amended Contract Amount: \$ 299,968.21

E. Cumulative Amount of All Previous Change Orders: \$ 8,470.00 2.8%  
(Line E / Line D)

F. Amount of This Change Order: \$ 52,480.53 17.5%  
(Line F / Line D)

G. Total Contract Amount: \$ 360,918.74

**SIGNATURES**

Project Manager: Keith Loma Date: 10/27/11

Reviewed by: Robert A. Burt Date: 11/01/11

Division Director: McAuliffe Date: 11/11/11

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**CONTRACT CHANGE ORDER**

Date: October 4, 2011

Project: Maxwell Street Sidewalk And Bike Lane Project

Location: Lexington

Contract No: 149-2010 Change Order No: 2-Final

To (Contractor): Marrillia Design and Construction, 259 West Short Street Suite 325, Lexington, KY 40507

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Maintain and Control Traffic	LS	1	\$12,670.30		\$ 12,670.30
3	Del	Reset Existing Property Monuments	LS	25	\$ 86.24	\$ 2,156.00	\$ -
6	ADD	Remove Existing Concrete Curb and Gutter	LF	1044	\$ 10.75		\$ 11,223.00
7	ADD	Remove Existing Concrete Sidewalk	SY	64.82	\$ 12.38		\$ 802.47
8	ADD	Remove Existing Concrete Entrance Pavement	SY	174.1	\$ 22.83		\$ 3,974.70
12	ADD	Bituminous Pavement Milling and Texturing	TN	48	\$ 24.26	\$ -	\$ 1,164.48
13	ADD	Leveling & Wedging	TN	76.76	\$ 99.50	\$ -	\$ 7,637.62
14	DEL	Edge Key	LF	34	\$ 5.36	\$ 182.24	
15	ADD	1-1/2" o verlay Class 2 Asph	TN	41.43	\$ 99.50	\$ -	\$ 4,122.29
16	DEL	1" Additional Overlay Class 2 Asph Surface 0.38 PG 64	TN	0.94	\$ 99.50	\$ 93.53	\$ -
18	ADD	Header Curb	LF	568.9	\$ 18.33	\$ -	\$ 10,427.94
20	ADD	Residential Concrete Entrance	SY	28.14	\$ 50.15	\$ -	\$ 1,411.22
21	ADD	Concrete Sidewalk	SY	64.82	\$ 36.39	\$ -	\$ 2,358.80
23	DEL	Detectable Warning Surface Tile-Overlay	SY	12.44	\$ 194.04	\$ 2,413.86	\$ -
24	DEL	Class A Concrete Steps	CY	10	\$ 436.59	\$ 4,365.90	\$ -
25	DEL	Pavement Markinds Broken White Line	LF	1199	\$ 0.32	\$ 383.68	\$ -
27	ADD	Pavement Marking Solid White Line Crosswalk	LF	195	\$ 4.74		\$ 924.30
28	ADD	Pavement Markings Solid White Line Stop Line	LF	8	\$ 7.87		\$ 62.96

# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

## CONTRACT CHANGE ORDER

Date: October 4, 2011

Project: Maxwell Street Sidewalk And Bike Lane Project

Location: Lexington

Contract No: 149-2010

Change Order No: 2-Final

To (Contractor): Marrillia Design and Construction, 259 West Short Street Suite 325, Lexington, KY 40507

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
29	DEL	Pavement Markings Directional Arrow Symbol	EA	5	\$ 113.19	\$ 565.95	\$ -
31	DEL	Pavement Markings Bike Lane Symbol	EA	3	\$ 291.06	\$ 873.18	\$ -
32	DEL	Pavement Markings Bike Lane Directional Arrow	EA	3	\$ 113.19	\$ 339.57	\$ -
33	DEL	Temporary Seeding & Protection	SY	452	\$ 2.23	\$ 1,007.96	\$ -
34	ADD	Sodding	SY	368	\$ 3.45		\$ 1,269.60
38	ADD	Concrete Trench Cap	CY	81	\$ 124.22		\$ 10,061.82
39	DEL	Liquidated Damages	EA	45.7	\$ 200.00	\$ 9,140.00	
40	ADD	Prevailing Wage Cost Adjustment	LS	1	\$ 3,679.00		\$ 3,679.00
41	ADD	Finance Charges	LS	1	\$ 2,211.90		\$ 2,211.90
						\$ -	\$ -

Total decrease	\$	21,521.87	
Total increase			\$ 74,002.40
Net increase in contract price			\$ 52,480.53

New Contract Amount = \$360,918.74

Current Contract Amount = \$308,438.21

Recommended by [Signature] (Proj. Engr.) Date 10/13/11

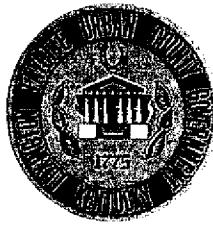
Accepted by [Signature] (Contractor) Date 10/14/11

Approved by [Signature] (Urban Co. Engr.) Date 11/1/11

Approved by [Signature] (Commissioner) Date 11-7-11

Approved by [Signature] (Mayor or CAO) Date           

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Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray  
Mayor

Cheryl Taylor  
Commissioner

**MEMORANDUM**

To: Mayor Jim Gray  
Urban County Council  
Richard Maloney, CAO  
Cheryl Taylor, Commissioner, Environmental Quality & Public Works

From: Kevin Wentz, Administrative Officer *KW*

Date: November 3, 2011

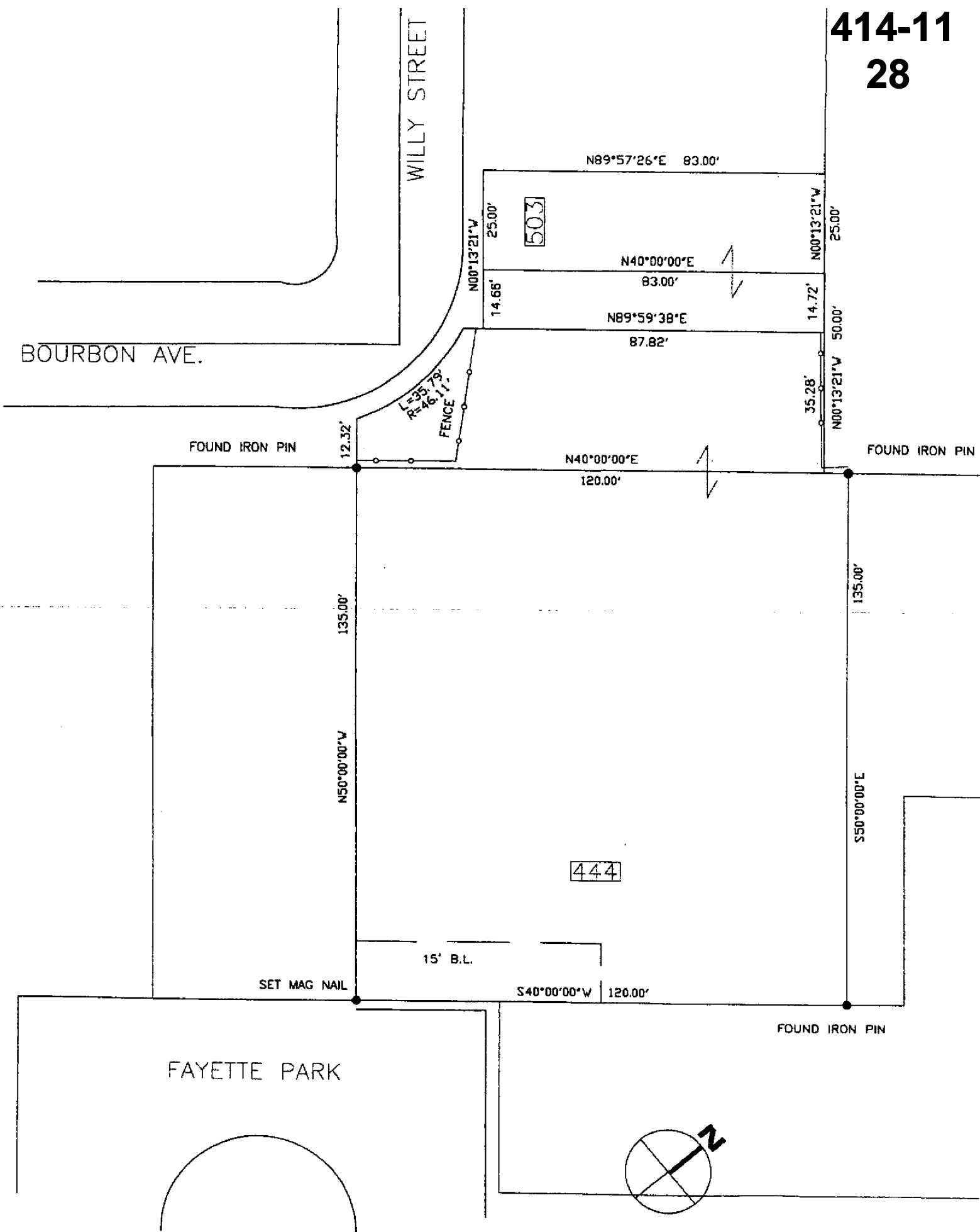
RE: Request for transfer of right-of-way via Quit Claim Deed – Bourbon Avenue

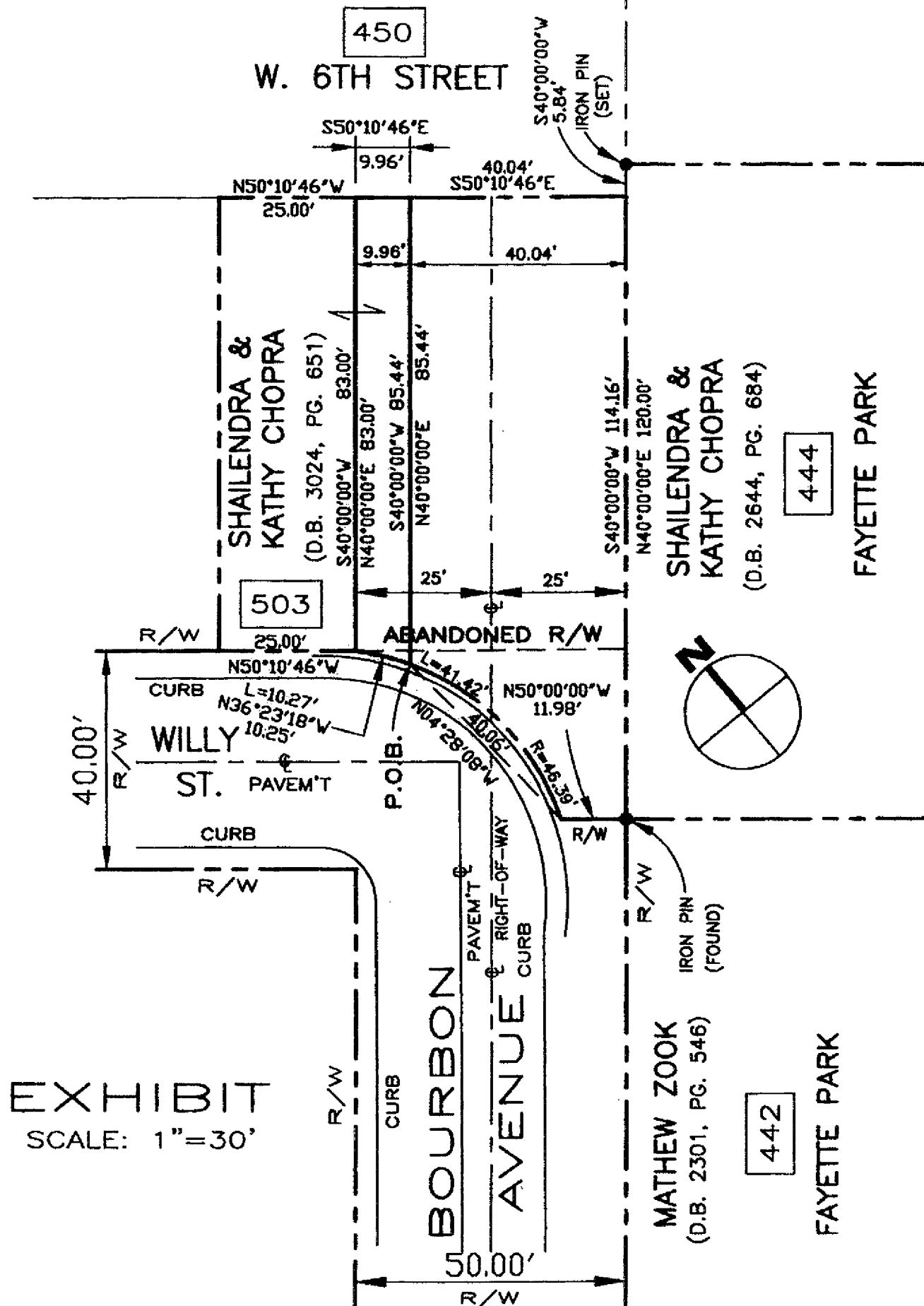
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This memorandum is to request Council approval for the transfer a portion of LFUCG right-of-way (Bourbon Ave) to the property owners located at 444 Fayette Park and 503 Willy St. LFUCG Division Directors and utility company representatives have responded with comments and consented to this request. The adjacent property owners will accept full responsibility of the maintenance and repair of the right-of-way. The Consent Certificates have been signed, and submitted to the Law Department. I am requesting Council authorization of the closure as presented and execution of all related documents. Should you have any questions regarding this request please feel free to contact me at 258-3407.



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Lexington-Fayette Urban County Government  
DEPARTMENT OF GENERAL SERVICES

Jim Gray  
Mayor

Jamshid Baradaran  
Director Facilities & Fleet

MEMORANDUM

TO: Mayor Jim Gray  
Urban County Council

FROM: Jamshid Baradaran   
Director Facilities & Fleet

DATE: October 31, 2011

RE: Easement and Right Of Way Agreement – 1502 Russell Cave Road, Lexington

I am requesting Urban County Council approval to enter into an Easement and Right of Way Agreement with Columbia Gas of Kentucky, Inc. whereas LFUCG would grant and convey a twelve feet (12') x twelve feet (12') exclusive easement and right of way to construct, maintain, operate and replace such pipelines, regulating, measuring, heating and other equipment that will be used in connection with transporting and distributing natural gas and /or other similar substances that can be transported through pipelines. The easement will adjoin an existing Columbia Gas of Kentucky exclusive easement found in Deed Book 1464 page 37.

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FILE NAME: Fishel\Columbia Gas of Kentucky\CKY JOBS\FAYETTE COUNTY\1502 RUSSELL CAVE ROAD\RUSSELL CAVE.dwg

I DO HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS EXHIBIT IS INTENDED TO SHOW THE LIMITS OF A 144 SQ. FT. COLUMBIA GAS OF KENTUCKY, INC. EXCLUSIVE EASEMENT RELATIVE TO A BOUNDARY DEFINED BY OTHERS AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

JEFFERY K. PENDLETON (PLS 3517)  
166 DEVONNE DRIVE  
MT. STERLING, KY 40353

DATE

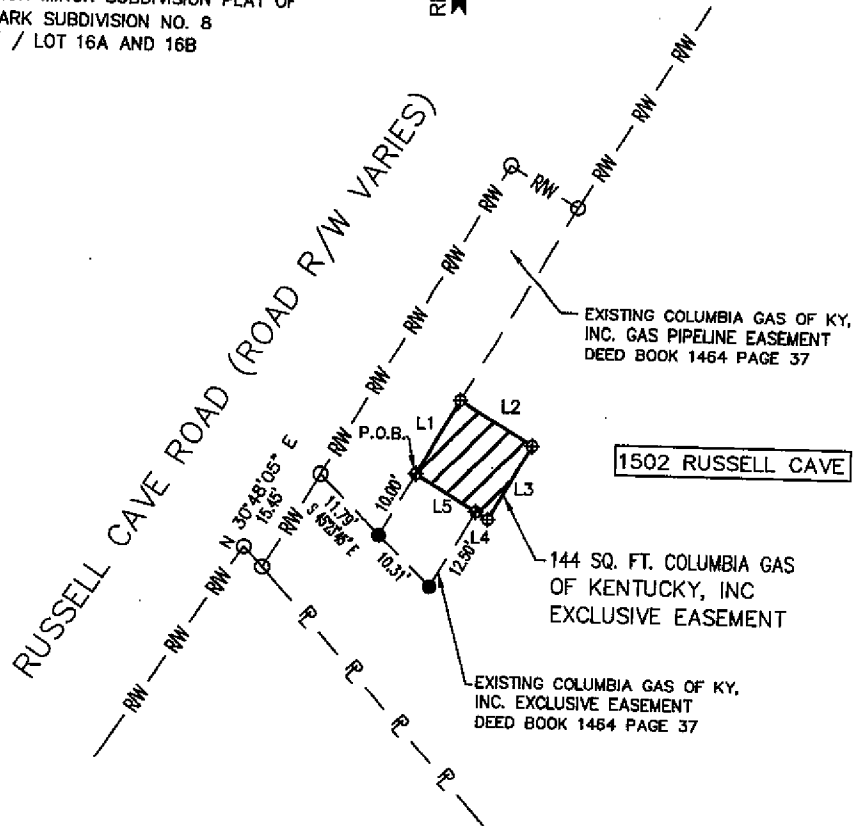
## LEGEND

- P — PROPERTY LINE
- RW — STREET RIGHT OF WAY
- ⊕ PIN AND CAP SET (PENDLETON PLS# 3517)
- EXISTING 6/8" PIPE FORCED/COLUMBIA GAS OF KY.
- ⊕ EXISTING CHAIN LINK FENCE POST SET IN CONCRETE
- ▨ 144 SQ. FT. COLUMBIA GAS OF KENTUCKY, INC. EXCLUSIVE EASEMENT

## BASIS OF BEARINGS:

PER PLAT CABINET "N" SLIDE 526  
CONSOLIDATION MINOR SUBDIVISION PLAT OF  
ASHLAND PARK SUBDIVISION NO. 8  
BLOCK "KK" / LOT 16A AND 16B

RECORD



LINE TABLE FOR A 144 SQ. FT. COLUMBIA  
GAS OF KY, INC. EXCLUSIVE EASEMENT

LINE	BEARING	DISTANCE
L1	N 30°33'32" E	12.00'
L2	S 59°26'28" E	12.00'
L3	S 30°33'32" W	12.00'
L4	N 59°26'28" W	2.00'
L5	N 59°26'28" W	10.00'

0 20 40 60

Columbia Gas  
of Kentucky

A NISource Company

COMPANY

COLUMBIA GAS OF KENTUCKY, INC.

JOB ORDER 11-0263695-00

PROJECT 144 SQ. FT. COLUMBIA GAS OF KENTUCKY, INC. EXCLUSIVE EASEMENT  
ON THE PROPERTY OF:

TAX DISTRICT LEXINGTON

CITY OF LEXINGTON, KENTUCKY

COUNTY FAYETTE

DEED BOOK 894 PAGE 208/PLAT CABINET "C" SLIDE "459"/BLOCK "7"/LOT 1

STATE KENTUCKY

DATE 8/25/2011

CONSULTANT THE FISHIEL COMPANY

FIELD BK. PG.

MAPS 6720216N

REVISIONS

EXHIBIT "A"

SCALE 1" = 20'

TECHNICIAN JP




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Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC WORKS & ENVIRONMENTAL QUALITY

Jim Gray  
Mayor

Cheryl Taylor  
Commissioner

To: Mayor Jim Gray  
Urban County Council

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

Date: November 4, 2011

Re: Annual Sanitary sewer Capacity, Management, Operations and Maintenance (CMOM)  
Implementation Services – RFP#28-2011 – **CONSENT DECREE**

The purpose of this memorandum is to request approval of an agreement between LFUCG and Hazen and Sawyer, Environmental Engineers and Scientists, for the implementation of sanitary sewer Capacity, Management, Operations and Maintenance (CMOM) program deliverables associated with LFUCG's Consent Decree. Deliverables associated with this agreement includes operational implementation of the:

- Sewer Overflow Response Plan (SORP)
- Pump Station Backup Power Plan
- Gravity Line Preventative Maintenance Plan
- Fats, Oils and Grease (FOG) Plan.

The specific scope of services associated with these deliverables will be allocated via a series of written task orders. Lump sum fees will be assigned to each approved task order pursuant to this Agreement.

As outlined in the RFP, this Agreement provides for annual renewal, up to two (2) additional successive 365 day periods, upon mutual agreement by all parties. In FY 2012, \$287,500 is budgeted in Fund 4003 303401 3425 71205 PROGRAMGR\_2012 CONSENT\_DE.

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



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**Lexington-Fayette Urban County Government**

Department of Public Safety  
Division of Emergency Management

Jim Gray  
Mayor

Clay Mason  
Public Safety Commissioner

Patricia L. Dugger, RS MPA  
Emergency Management Director

# MEMORANDUM

**TO:** Jim Gray, Mayor  
Urban County Council  
Richard Moloney, CAO  
*PLO*

**FROM:** Patricia L. Dugger, RS, MPA, Director DEM

**RE:** Statement of Affiliation for Search and Rescue

**DATE:** November 7, 2011

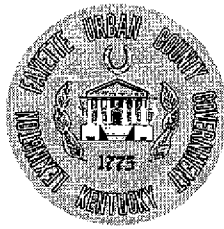
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This request would authorize a Statement of Affiliation for the LFUCG Division of Fire and Emergency Services Rescue Team as a Rescue Squad under KRS Chapter 39F. This Statement of Affiliation will establish the LFUCG Division of Fire and Emergency Services Special Operations Technical Rescue Team as the only recognized technical rescue team (rescue squad) in Fayette County. It allows rescue team members coverage under state liability and workers compensation, and would also allow for possible FEMA reimbursement for expended equipment while on a mutual aid assistance call. There is no cost to the LFUCG and therefore, there is no budgetary impact.

If you have any questions or need any additional information, please contact me at 258-3784.

Attachment

xc: Commissioner Clay Mason, Public Safety  
Acting Chief Keith Jackson, Fire  
Search and Rescue File



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34

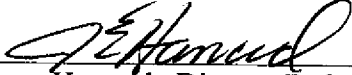
Lexington-Fayette Urban County Government  
DEPARTMENT OF GENERAL SERVICES

Jim Gray  
Mayor

Richard Moloney  
Chief Administrative Officer

MEMORANDUM

TO: Mayor Jim Gray  
Urban County Council Members

From:   
Jerry Hancock, Director Parks and Recreation

Date: October 31, 2011

RE: Parking Lease for Coolavin Park

This is a request for the Urban County Council to approve a 3 year lease on property adjacent to Coolavin Park at 603 West Fifth Street, at an annual cost of \$1,000.00, to be paid by Parks and Recreation.

The space will be used for additional parking at this site on Fifth Street, primarily for use by the Adult Baseball League and other groups hosting events in Coolavin Park.

CC: Richard Moloney

EXHIBIT "A"  
TO LEASE AGREEMENT  
BETWEEN

PILGRIM BAPTIST CHURCH

AND

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

FOR

603 WEST FIFTH STREET

LEXINGTON, KENTUCKY

TRACT II

All that lot of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: Beginning at a point in the North side of Fifth street 94 feet West of Jefferson Street and corner to the Belt Railway; thence with Fifth Street Westerly 104 feet to the line of what was formerly Carrithers & Beard's Stock Yard property; thence along said property 243 feet to the corner of the property formerly belonging to James Haverley; thence along the Haverley property 104 feet to the right-of-way of the Belt Railway; thence along said railway 243 feet to Fifth Street Extended, the point of beginning.

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**409-11**  
**36**


Lexington-Fayette Urban County Government  
DEPARTMENT OF GENERAL SERVICES

Jim Gray  
Mayor

Richard Moloney  
Chief Administrative Officer

## MEMORANDUM

To: Jim Gray, Mayor  
Urban County Council Members

FROM:   
Jerry Hancock  
Director, Parks and Recreation

RE: Facility Usage Agreement

DATE: November 3, 2011

This is a request for Council approval of a Facility Usage Contract between the Lexington-Fayette Urban County Government and the Fayette County Board of Education for use of Winburn Middle School Gymnasium for a Cheerleading Showcase on Sunday November 6, 2011 at a fee of \$285.05.

Please contact me if there are any questions.

CC Richard Moloney, CAO  
JEH/bac

**EXHIBIT A****37****THIS IS NOT A BILL -- INVOICE TO FOLLOW****DESIGNATION OF FACILITY/GROUNDS, PERSONNEL AND EQUIPMENT**
**APPLICANT:** Lexington-Fayette Urban County Government  
(Parks & Recreation)
**DAILY FEE:****\$285.05**
**FACILITY:** Winburn Middle School

**DATE(S):** Sunday, November 6, 2011

**TIME(S):** 12:30 - 4:30 pm

AREA(S) TO BE USED	NO. AREAS	NO. HOURS PER AREA	TOTAL NO. HOURS	HOURLY UTILITY / MAINTENANCE FEE	TOTAL UTILITY / MAINTENANCE COST
Classroom / Library	0	0	0	\$16.60	\$0.00
Auditorium	0	0	0	---	---
Cafeteria	0	0	0	\$27.55	\$0.00
Kitchen	0	0	0	\$18.45	\$0.00
Gymnasium	1	4	4	\$18.45	\$73.80
Football Field	0	0	0	---	---
Running Track	0	0	0	---	---
Baseball Field	0	0	0	---	---
Softball Field	0	0	0	---	---
Other	0	0	0	\$18.45	\$0.00
<b>Subtotal</b>	---	---	---	---	<b>\$73.80</b>
DISTRICT EMPLOYEES (If Applicable)	NO. EMPLOYEES	NO. HOURS PER EMPLOYEE	TOTAL NO. HOURS	HOURLY PERSONNEL FEE	TOTAL PERSONNEL COST
Custodian(s)	1	5	5	\$42.25	\$211.25
Food Service Manager(s) II	0	0	0	\$44.10	\$0.00
Technical Support Staff	0	0	0	\$47.35	\$0.00
Law Enforcement Officer(s)	0	0	0	\$55.40	\$0.00
Other	0	0	0	\$0.00	\$0.00
<b>Subtotal</b>	---	---	---	---	<b>\$211.25</b>
<b>Total</b>	---	---	---	---	<b>\$285.05</b>
ADDITIONAL RENTAL FEES (If Applicable)	0	0	0	\$0.00	\$0.00
<b>Grand Total</b>	---	---	---	---	<b>\$285.05</b>

**COMMENTS:**



394-11

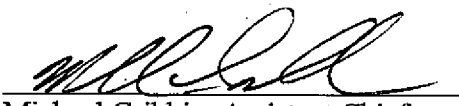
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Lexington-Fayette Urban County Government  
DIVISION OF FIRE & EMERGENCY SERVICES

Jim Gray  
Mayor

Keith Jackson  
Interim Fire Chief

TO: Mayor Jim Gray  
Clay Mason, Public Safety Commissioner  
LFUCG Councilmembers

FROM:   
Michael Gribbin, Assistant Chief

RE: Paramedic Training Agreement, Jessamine County EMS

DATE: Monday, October 24, 2011

This is a request to execute a Paramedic Training agreement between LFUCG Division of Fire and Emergency Services and Jessamine County Emergency Medical Services (JCEMS). The agreement defines the roles and responsibilities of each agency for providing initial Paramedic training for members of JCEMS.

This agreement will allow JCEMS personnel to participate in the Paramedic program being offered by the LFUCG Division of Fire to include the classroom training, clinical training and field internship. The successful completion of the course is a prerequisite to becoming a Kentucky Licensed Paramedic.

There will be no budgetary impact in this agreement as there are no additional resources required.



399-11  
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Mayor Jim Gray

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR**  
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: OCTOBER 31, 2011**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE**  
**AGREEMENT WITH AD-SUCCESS FOR MOBILITY OFFICE**  
**MARKETING CAMPAIGN FOR FISCAL YEAR 2012**

The Lexington-Fayette Urban County Government annually receives federal funds for operation of its mobility office (Ridesharing program), funded from the Surface Transportation Program-Lexington (SLX) and operated by the Division of Planning. Acceptance of these funds for Fiscal Year 2012 was approved by Council on April 14, 2011 (Ordinance # 36-2011).

The approved grant project provides for the design and implementation of a marketing campaign that will increase the public's awareness of air quality issues and encourage the use of transportation alternatives. The ultimate goal of the air quality program is to ensure air quality conformity in accordance with the state of Kentucky's implementation plan. A Request for Proposals (RFP-# 46-2010) was issued in October 2010 soliciting proposals from interested firms for the design and implementation of a marketing campaign in Fiscal Years 2011 and 2012. Ad-Success was selected for contract award based upon its experience with transit accounts, its role as a full service advertising agency, its submission of materials, and its understanding of the project. In addition to contract award in Fiscal Year 2011, the RFP provides for a one-year renewal in Fiscal Year 2012, pending agreement by both parties and availability of funding. The Agreement in the amount of \$44,400 with Ad-Success includes design, television and radio time, print materials, commodities, and documentation of Public Service Announcements.

Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCT	PROJECT	BUD REF	ACTIVITY
3160	160705	0001	71299	MOBILITY 2012	2012	3.4

Council authorization to execute the agreement for Fiscal year 2012 is hereby requested.

  
Irene Gooding, Director

Xc: Richard Moloney, Chief Administrative Officer

**HORSE CAPITAL OF THE WORLD**



401-11  
40

Lexington-Fayette Urban County Government  
DEPARTMENT OF SOCIAL SERVICES

Jim Gray  
Mayor

Beth Mills  
Commissioner

MEMORANDUM

TO: Mayor Jim Gray  
Members of the Council

FROM: Beth K. Mills  
Beth Mills, Commissioner

DATE: November 2, 2011

SUBJECT: Purchase Agreement and License Terms with Xavus Solutions, LLC, MySeniorCenter

Requesting approval to enter into an agreement with Xavus Solutions, LLC for the purchase and maintenance of a Data Collection program that will enable us to gather accurate data at the Senior Center, improve our efficiency, and create accurate reports of building usage and participants.

As the Senior Population continues to grow we need to be able to serve our seniors in an efficient and current manner using this software will streamline our data collection, reporting and give us a truly accurate number of seniors served, the resources they utilize the most and outcome measures.

We have met with the IT Business Case Committee, they have spoken with the vendor and have given us the ok to pursue this product. Law has completed the initial review of the Agreement.

There is one like product available and though it comes with a slightly lower cost (\$7100.00) the reporting capabilities fall short, their company is smaller and the response to questions has been slower in response. I checked references for both companies and based on the feedback from similarly sized Senior Centers, belief that this product, MySeniorCenter will meet our needs better than the slightly lower quote..



416-11  
41

Lexington-Fayette Urban County Government  
OFFICE OF INTERNAL AUDIT

DATE: November 3, 2011  
TO: Mayor Jim Gray and the Urban County Council  
FROM: Bruce Sahli, Director of Internal Audit *BBS*  
RE: Global Compliance Contract for Fraud Tip Line Services

The Internal Audit Board has selected Global Compliance from a list of three established tip line providers to implement and administer the LFUCOG Fraud Tip Line. Global Compliance was selected via Internal Audit Board vote based on that company's credentials and because it offered the lowest bid with no annual call cap. The cost related to the Fraud Tip Line is fully budgeted within the Office of Internal Audit. Council approval is requested to execute the agreement between the LFUCOG and Global Compliance.

The following documents are attached:

1. Administrative Review Form (Blue Sheet)
2. Global Compliance Statement of Work.
3. Global Compliance Master Services Agreement.

Please return completed documents to my attention for final disposition.



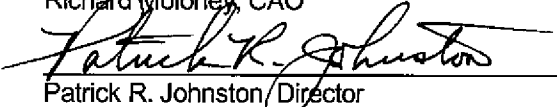
415-11  
42

Lexington-Fayette Urban County Government  
DEPARTMENT OF CHIEF ADMINISTRATIVE OFFICER

Jim Gray  
Mayor

Richard Moloney  
Chief Administrative Officer

**MEMORANDUM**

TO: Jim Gray, Mayor  
LFUCG Councilmembers  
Richard Moloney, CAO  
  
FROM: Patrick R. Johnston, Director  
Division of Risk Management  
DATE: November 8, 2011  
RE: National Safety Council DDC Private Sub-Agency Training Agreement  
LFUCG Division of Risk Management & Tennessee Regional Safety Council, Inc.

Attached are an Administrative Review Form, the National Safety Council Defensive Driving Course (DDC) Private Sub-Agency Training Agreement between the Division of Risk Management, Manager Safety & Loss Control and the Tennessee Regional Safety Council, Inc. and an invoice in the amount of \$55.00.

The purpose of this agreement is to appoint Mike Skidmore, Manager Safety & Loss Control as one of the authorized National Safety Council DDC Trainers for the LFUCG employees. The appointment is for two years from the date the NSC approves this agreement.

Annual cost for certification is \$55.00. The cost is fully budgeted under Budget Detail 1101-160901-0001-74101.

Council approval is requested.

*Attachments - 3*

Cc: Mike Skidmore, Manager Safety & Loss Control



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43

Mayor Jim Gray

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Grants and Special Programs

TO: JIM GRAY, MAYOR  
URBAN COUNTY COUNCIL

FROM: IRENE GOODING, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: NOVEMBER 7, 2011

SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENT TO AGREEMENT WITH AMEC ENVIRONMENT & INFRASTRUCTURE, INC., (FORMERLY KNOWN AS AMEC EARTH & ENVIRONMENTAL, INC.) FOR ADDITIONAL BROWNFIELD SITE ASSESSMENT SERVICES

On January 13, 2011 (Resolution No. 4-2011), Council approved execution of Agreement with AMEC Earth & Environmental, Inc., to perform Phase I and Phase II environmental site assessments and to develop cleanup plans under the in the amount of \$140,220 under the LFUCG's Brownfields Assessment and Cleanup Cooperative Agreement for petroleum contaminated sites, as awarded by the U.S. Environmental Protection Agency. This organization was selected to perform these services pursuant to RFP 49-2010.

LFUCG has been awarded additional federal funding from EPA for assessment of hazardous substances-contaminated sites. EPA has also approved the continued use of the selected contractor for these additional services. The attached Amendment to Agreement with AMEC Environment & Infrastructure, Inc., (formerly known as AMEC Earth & Environmental, Inc.,) provides for the performance of PHASE I and PHASE II environmental assessments and development of cleanup plans for both petroleum and hazardous substances contaminated sites through September 30, 2014. Original amount of agreement was \$140,220. Amendment provides an additional \$246,430 for a total amount of \$386,650.

Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCT	PROJECT	BUD REF	ACTIVITY	AMOUNT
3170	313201	3093	71299	BROWN 2010	2010	FED GRANT	\$53,130
3170	313201	3093	71299	BROWN 2010	2010	SUPPL 2012	\$193,300

Council authorization to execute Amendment to Agreement with AMEC Environment & Infrastructure, Inc. (formerly known as AMEC Earth & Environmental, Inc.) is hereby requested.

  
Irene Gooding, Director

Xc: Cheryl Taylor, Commissioner of the Department of Environmental Quality and Public Works

HORSE CAPITAL OF THE WORLD





402-11

44

Mayor Jim Gray

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR**  
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: NOVEMBER 4, 2011**

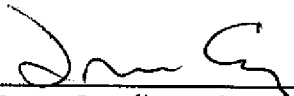
**SUBJECT: AUTHORIZATION TO ACCEPT AWARD FROM THE KENTUCKY**  
**OFFICE OF HOMELAND SECURITY FOR CONTINUATION OF THE**  
**METROPOLITAN MEDICAL RESPONSE SYSTEM— FY 2012**

---

The Kentucky Office of Homeland Security has offered the Lexington-Fayette Urban County Government federal funds in the amount of \$267,609 for continuation of the Metropolitan Medical Response System (MMRS). This program provides funding and support to jurisdictions to develop plans, conduct training and exercises, and to acquire pharmaceuticals and equipment to achieve the capability necessary to respond to a mass casualty event. One of the MMRS program's priorities is to assist with the integration of first responder, medical treatment, public health and emergency management components of a community. These are federal funds that originate from the Federal Emergency Management Agency in the U.S. Department of Homeland Security.

These funds will be used to support the MMRS Project Coordinator (salary and benefits), purchase of minor equipment, professional services, operating, travel, and purchase of capital equipment.

Council authorization to accept award from the Kentucky Office of Homeland Security for continuation of the Metropolitan Medical Response System (MMRS) is hereby requested.

  
\_\_\_\_\_  
Irene Gooding, Director

Xc: Clay Mason, Commissioner of the Department of Public Safety

**HORSE CAPITAL OF THE WORLD**



413-11

45

Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: NOVEMBER 7, 2011**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF  
FEDERAL FUNDS FROM THE KENTUCKY OFFICE OF HOMELAND  
SECURITY FOR VARIOUS PUBLIC SAFETY PROJECTS UNDER THE  
2011 STATE HOMELAND SECURITY GRANT PROGRAM**

On June 9, 2011 (Resolution No. 237-2011), Council approved submission of various applications to the Kentucky Office of Homeland Security requesting federal funding from the Fiscal Year 2011 Homeland Security Grant Program.

Kentucky Office of Homeland Security has offered the LFCUG funds for the following projects:

**Division of Fire and Emergency Services: Special Operations, Hazardous Materials and Technical Rescue Equipment:** Funds are being provided for purchase of the following equipment: Handheld Identification system with remote mode; He-2 (two) neutron detectors; and a Gamma Neutron Radiation Search Device. Award is in the amount of \$121,000.

**Division of Fire and Emergency Services:** Funds are being provided for specialized training class for HazMat units throughout the state. Award is in the amount of \$23,800.

**Division of Police: Hazardous Devices Unit—Equipment Grant:** Funds are being provided for upgrades to the eight-year old Andros F-6 robot and the three-year old Andros HD-1 robot. Upgrades include the following for the Andros F-6: The existing electronics operating system will be replaced and arm position sensors added. A new camera and lighting system for low light will be purchased and installed. Upgrades for the Andros HD-1 include: replacing electronics operating system and battery system. Award is in the amount of \$161,000.

**Division of Police: Hazardous Devices Unit—Training Grant:** Funds are being provided for delivery of a course in Dynamic Entry to bomb technicians and tactical officers from the the Kentucky Explosive Incident Response Task Force (KEIRTF) including Lexington Police, KSP, Owensboro Police, Louisville Police and Paducah Police. Dynamic Entry includes creating openings in walls for tactical team access, defeat

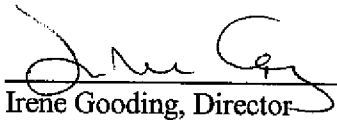
HORSE CAPITAL OF THE WORLD

200 East Main Street 6<sup>th</sup> Fl Lexington, KY 40507 PH (859)258-3070 FAX (859)258-3081 [www.lexingtonky.gov](http://www.lexingtonky.gov)

barricades designed to slow or halt tactical team movement, and to safely open doors that are believed to have a concealed explosive device designed to go off when disturbed. Award is in the amount of \$55,000.

This federally funded program, originating from the Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments. All projects must be related to the Goals and Objectives of the State Homeland Security Strategy. No matching funds are required.

Council authorization to accept the awards is hereby requested.

  
\_\_\_\_\_  
Irene Gooding, Director

Xc: Clay Mason, Commissioner, Department of Public Safety



410-11

47

Mayor Jim Gray

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR**  
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: NOVEMBER 7, 2011**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION**  
**AND ACCEPT AWARD, IF OFFERED, FROM THE KENTUCKY**  
**DIVISION OF EMERGENCY MANAGEMENT FOR A SEARCH AND**  
**RESCUE PROJECT IN THE DIVISION OF FIRE AND EMERGENCY**  
**SERVICES-2012**

The Division of Fire and Emergency Services has prepared an application for submission to the Kentucky Division of Emergency Management/Department of Military Affairs requesting funds for purchase of equipment for use by the Technical Rescue. The Rescue Grant Program is established by KRS 39F to develop, train, and equip local emergency management rescue squads. If approved, the Division of Fire and Emergency Services will use funds for the purchase of equipment for the Dive/Water Rescue program. This includes purchase of additional diving drysuits, snap shackles, carabineers, and pelican floats. Amount requested in state funding is \$8,000. No matching funds are required.

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

  
Irene Gooding, Director

Xc: Clay Mason, Commissioner, Department of Public Safety

**HORSE CAPITAL OF THE WORLD**



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48

Mayor Jim Gray

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: NOVEMBER 3, 2011**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION  
AND TO ACCEPT AWARD OF FUNDS FROM THE KENTUCKY  
BOARD OF EMERGENCY MEDICAL SERVICES FOR PURCHASE OF  
EMS EQUIPMENT—FY 2013**

---

The Division of Fire and Emergency Services has prepared an application requesting funding from the Kentucky Board of Emergency Medical Services in the amount of \$11,000 for the purchase of EMS equipment to include computers for electronic reporting, training mannequins, and other equipment by administrative regulation for ambulance services. Purpose of this program is to improve services.

These are state funds pursuant to KRS 311A.155. No matching funds are required.

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

  
Irene Gooding, Director

Xc: Clay Mason, Commissioner, Department of Public Safety

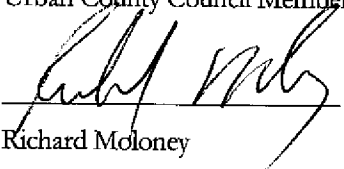
**HORSE CAPITAL OF THE WORLD**



Lexington-Fayette Urban County Government  
OFFICE OF CHIEF ADMINISTRATIVE OFFICER

Richard Moloney  
Chief Administrative Officer

TO: Mayor Jim Gray  
Urban County Council Members

FROM:   
Richard Moloney  
Chief Administrative Officer

DATE: November 10, 2011

RE: Wellness Center Lease Agreement

Council authorization is requested to enter into a three year rental lease agreement with Denham-Blythe for space for our Wellness Center, based upon its response to Bid No. 100-2011. The facility is located at 100 Trade Street, rental will begin on December 1, 2011.

Monthly rent has been negotiated down to a \$7,877.40 monthly rate (annual rent of \$94,528.80 -- FY11 rental amount will be comprised of seven months totaling \$55,141.80).

Please contact me or Attorney Senior David Barberie should you have any questions pertaining to this matter.

FOLLOW MAYOR GRAY:

[www.facebook.com/MayorJimGray](http://www.facebook.com/MayorJimGray)

[www.twitter.com/JimGrayLexKY](http://www.twitter.com/JimGrayLexKY)

**DRAFT- NOT FINAL****LEASE**

This LEASE made and entered into this \_\_\_ day of November, 2011 by and between (i) Denham-Blythe Company, Inc., a Kentucky corporation, having a principal address of 100 Trade Street, Lexington, County of Fayette, Kentucky 40511 (hereinafter referred to as "Lessor") and (ii) Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A, having a principal address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "Lessee").

Deleted: \_\_\_\_\_, Suite \_\_\_\_\_  
Deleted: \_\_\_\_\_

**WITNESSETH:****LEASED PREMISES**

That for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby let and demise unto Lessee, and Lessee does hereby lease and rent from Lessor, the Leased Premises generally described as:

Being approximately 6,910 rentable square feet of space, located on the first floor in that certain property located at 100 Trade Street, Suite \_\_\_, Lexington, KY 40511 being hereinafter referred to as the "Leased Premises" (see Exhibit "A").

Lessee and its patients, customers and employees may use the parking areas and all entrances (except the front entrance), sidewalks, in common with others having business in the building at 100 Trade Street. Lessee shall be able to reserve up to \_\_\_\_\_ parking spaces at no additional cost and may choose to install appropriate signage for such spots upon approval by Lessor.

**BUILDING STANDARDS**

In regard to the Leased Premises, the parties acknowledge that any and all improvements made, now or in the future, within the Building shall conform to all appropriate codes of the local, state and federal governments and shall be done in a workman like manner. The Lessor's written approval shall be obtained by Lessee prior to commencement of any and all improvements to the Leased Premises.

**LESSEE IMPROVEMENTS AND POSSESSION**

Lessor shall deliver possession of the Leased Premises to Lessee upon full execution of this Lease (the "Space Delivery Date") in its "as-is" condition. Lessee agrees that it will observe all of the terms and conditions of this Lease from and after the Space Delivery Date. Following delivery of the Leased Premises to Lessee, Lessee shall cause the installation and construction of various improvements to the interior of the Leased Premises as shown on Exhibit B. Improvements shall be done in accordance with plans and specifications which have been

approved in writing by Lessor, and as permitted by applicable laws and governmental codes, rules and regulations. Lessor shall have the first right of refusal to actual construction fit-up work to be performed in the above mentioned Premises.

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Prior to commencing the Lessee Improvements, Lessee shall provide Lessor with certificates of insurance from all contractors and subcontractors performing any of the Lessee Improvements, evidencing commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence combined single limit and \$1,000,000 general aggregate, and such workers' compensation and other insurance as may be required by law. Lessee shall provide Lessor with lien waivers from all contractors who perform any work in the Leased Premises.

### ARTICLE I

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#### TERM

- 1.1 Term. The term of this Lease shall be three (3) years, commencing upon December 1, 2011 or the Lessee's occupancy of the Premises, whichever is sooner, and will terminate on the last day of the third (3<sup>rd</sup>) year thereafter. Lessee and Lessor will sign a Lease Commencement Agreement if necessary to officially commemorate the date of the commencement of this Lease.
- 1.2 Renewal Options. Lessee may have two (2) options to renew this Lease for a term of three (3) years each ("First Renewal Term" and "Second Renewal Term") from the Termination Date of this Lease upon one hundred eighty (180) days written notice. The same terms and conditions of this Lease (except the Rent as referred to in Section 2.5) will apply to the Renewal Term.

### ARTICLE II

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#### BASE RENT AMOUNT

- 2.1. Base Rent Amount. The Lessee covenants and agrees to pay the Lessor as monthly rental for the Leased Premises the sum of \$7,877.40 per month [sometimes hereinafter referred to as the "Base Rent"], payable in advance on the first day of each month for the entire term of this Lease, said rents to begin on the Commencement Date. Initial rent payment shall be prorated from the Commencement Date to the end of the month in which the Commencement Date occurs and therefore payable in accordance with this Section 2.1. In the event any rental payment is unpaid after the tenth day of any calendar month, at Lessor's option, a service charge of one and one half percent (1.5%) for each month that such payment remains unpaid shall be paid as additional rent.

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Deleted: and all payments shall be made without any set-off or counterclaim whatsoever and shall not be withheld for any reason.¶

#### INCREASED RENTAL ADJUSTMENTS¶

Operating Expense Base. Lessor has included an Operating Expense Base or \$3.75 per square foot in the Base Rent Amount. Lessee will be responsible for all annual Operating Expenses in excess of \$3.75 per square foot.

#### PLACE OF PAYMENT

- 2.2 Place of Payment. All payments shall be made at the address of the Lessor stated at the beginning of this Lease, or at such other place as Lessor may designate.



## LATE PAYMENTS

- 2.4 Late Payments. It is understood and agreed by Lessee that time is of the essence for payment of monthly Base Rent (due on or before the first day of each month) and the costs of gas or electric services provided by Lessor to Lessee pursuant to Article V below (Note: default is covered in separate article and should not be duplicated here).

## RENT DURING RENEWAL PERIOD

- 2.5 Rent During Renewal Periods. Rent during the First Renewal Term, as referenced in Section 1.2, shall be \$8,350.04 per month. Rent during the Second Renewal Term, as referenced in Section 1.2, shall be \$8,851.04 per month. All other terms of this Lease remain in effect.

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## ARTICLE III

## USE OF LEASED PREMISES

- 3.1 Use of Leased Premises. The Leased Premises may be used and occupied by the Lessee for the purpose of operating a medical office and pharmacy and for no other purpose without the prior written consent of Lessor. Lessee shall at all times and at its own expense, comply with all rules, orders, regulations or requirements of all governmental authorities or agencies with respect to use of Leased Premises.

- 3.2 Use of Personal Property. Exhibit "C" contains a list of items of personal property which is owned by Lessor, and located on the Leased Premises as of the Commencement Date. Lessee shall have custody and control of such personal property during the term of this Lease and may use the same in the operation of its business upon the Leased Premises. Lessee shall exercise reasonable care in the custody, control and use of such personal property but shall not be liable for any loss or damage thereto unless the same is caused by the gross negligence of the Lessee. Upon termination of this Lease, the Lessee shall return possession of such personal property to the Lessor.

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## ARTICLE IV

## IMPROVEMENTS

- 4.1 The Leased Premises. Lessee acknowledges that Lessee has examined the Leased Premises and accepts the building improvements, common areas and equipment on or in the Leased Premises "as is".

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## FUTURE IMPROVEMENTS

- 4.2. Future Improvements. Subject to the provisions of Section 3.1 above, the Lessee, at its sole cost and expense, shall have the right to remodel and improve the Leased Premises; provided, however, that [a] the plans and specifications shall be first approved by the Lessor, and that the remodeling and improvements shall be completed in accordance with the plans, specifications, and the building standards of the local, state and federal governing bodies, and Lessor may impose any such reasonable conditions and requirements on said changes, improvements and

construction as Lessor may deem reasonably necessary to protect it and its best interest, including a requirement that Lessee remove same, at its expense, and restore the Leased Premises to their original prior condition; and, [b] all such remodeling and improvements, when completed and placed upon said Leased Premises, shall, as of said date, immediately become the property of the Lessor. ~~Nothing herein shall be construed to allow any contractor, sub-contractor, or supplier to assert a mechanics or materialman's lien against the Leased Premises or Lessor's interest therein. Lessee shall indemnify and hold Lessor harmless to any and all claims of liens that may be created by work done by Lessee.~~

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## ARTICLE V

### UTILITIES AND SERVICE

- 5.1 Lessor will furnish the Lessee with water. Lessee will pay for natural gas and electric service based on monthly sub meter reading. All communication equipment, fees and service charges for the Leased Premises will be borne by the Lessee.

## ARTICLE VI

### MAINTENANCE AND REPAIR

- 6.1 Obligations of Lessor. Lessor shall be responsible at its sole cost and expense, for structural repairs, repairs that can be considered capital in nature and repairs to the exterior of the building designated 100 Trade Street, Lexington, Kentucky [the "Building"] including the roof and parking areas, and for all other repairs and maintenance except those assigned to Lessee in the following section.
- 6.2 Obligations of the Lessee. It shall be the obligation of the Lessee, at the Lessee's expense, to make repairs and maintenance for clogged commodes, bulb or tube replacement, heat and air-conditioning filters, interior doors, paint or wall coverings, floor coverings, and door locks, in the Leased Premises, and any structural or mechanical repairs due to Lessee's negligence or misconduct. Lessee agrees to at all times keep the Leased Premises clean and in good repair, and to surrender the Leased Premises in that condition upon expiration or termination of this Lease, reasonable wear and tear is expected.

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## ARTICLE VII

### RULES AND REGULATIONS

- 7.1 Rules and Regulations. Lessee agrees to be liable and responsible for any damages or abuse to said Leased Premises by its employees, agents, customers, invitees, or licensees. Lessor shall have the right to make reasonable rules and regulations and additions to said rules and regulations provided such changes and additions do not unreasonably affect the conduct of Lessee's business (such determination to be made solely by Lessee), and further provided that Lessee is provided with reasonable notice of said rules and any changes and additions thereto.

## COVENANT OF QUIET ENJOYMENT

7.2 Covenant of Quiet Enjoyment. Lessor covenants that upon payment of the rents due hereunder, and Lessee observing all terms and conditions hereof, Lessee may peaceably and quietly enjoy the Leased Premises throughout the term of this Lease.

## SIGNS

7.3 Signs. No sign shall be inscribed, painted or affixed on any part of the outside or inside of said building, other than on the door of the Leased Premises, without approval of the Lessor. Lessee shall, at its own expense, have the right to place its name on the existing monument/directional/yard sign.

## ARTICLE VIII

## LIABILITY INSURANCE

8.1 Liability Insurance. ~~To the extent allowed by law, the Lessee agrees to indemnify, compensate and save and hold the Lessor harmless from any and all claims, damages and/or liability whatsoever resulting from and/or arising out of injury to and/or death of any person and/or damage and/or destruction of any property unless due to fault of the Lessor, arising out of Lessee's use of the Leased Premises. However, in no event is this intended to be, nor shall it be construed as, a waiver of sovereign immunity or any other defense as to third parties available to Lessee.~~ The Lessee shall, at its sole cost and expense, carry public liability and property damage insurance in an insurance company satisfactory to the Lessor with combined single limits of not less than \$1,000,000 bodily injury and property damage coverage. Said policy shall insure against all accidents and injuries to persons or property in or about the Leased Premises. The Lessor shall be named as an additional insured on said policies [without charge to Lessor] and proof of such coverage shall be provided to the Lessor.

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## FIRE AND CASUALTY INSURANCE

8.2 Fire and Casualty Insurance. The Lessor shall and will maintain property insurance for the entire building.

## CONTENTS LOSS

8.3 Contents Insurance. It is acknowledged and agreed by Lessee that the risk of loss for all contents and property belonging to Lessee shall be on the Lessee and Lessee shall purchase and maintain and pay for all property insurance coverage required and/or desired by Lessee. Lessee further expressly waives any and all claims against Lessor for loss or damage due to explosion, tornadoes, windstorm or rainstorm, or other casualty, calamity or act of God, regardless of the cause of such damage.

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## ARTICLE IX

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## TAXES

- 9.1 Taxes. Lessor shall pay, when due in order to obtain the maximum discount, all real property taxes and any and all other assessments for the Building.

## ARTICLE X

## DESTRUCTION OF LEASED PREMISES

Destruction. If, during the term of this Lease, the Leased Premises shall be damaged by fire or other cause, without the fault of the Lessee, its servants, employees, customers, agents, visitors or licensees, the damage shall be repaired by, and at the expense of, the Lessor; and the Lessor shall restore the Leased Premises to a condition suitable for use by the Lessee as an general care clinic within a period of sixty [60] days from the date of such damage. If the Lessor finds that it is unable to make such repairs within the sixty [60] day period, Lessor shall notify Lessee within 15 days, and both the Lessor and the Lessee shall have the right to terminate this Lease. Should the Lessee not be able to occupy and utilize the Leased Premises during said period of repair, then the monthly rentals and common area charges shall be abated until the Leased Premises are restored and occupied, with the Lessor to be compensated through a "rent loss" rider to the casualty insurance coverage (obtained by Lessor at its expense). In the event the repairs are not completed within said sixty [60] day period, Lessee shall have the right, upon prior written notice to Lessor, to immediately terminate this Lease without further obligation.

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## ARTICLE XI

## CONDEMNATION

- 11.1 Condemnation. If the whole, or substantially the whole, of the Building or Leased Premises shall be taken by virtue of eminent domain, or for any public or quasi-public improvement, then the term of this Lease shall terminate on the date of the vesting of title in such condemnation proceedings. Any rent paid shall be pro-rated to the date of the taking by the condemning authority.
- 11.2 Partial Taking. In the event that less than the whole, or substantially the whole, of the Building or Leased Premises is condemned or taken as set for the in Section 10.1 above, then this Lease shall remain in force and in effect; provided, however, that if the taking shall so substantially interfere with the use of the Leased Premises as to render the continued operation thereof economically unfeasible as reasonable determined by Lessee, then Lessee [whether or not the Leased Premises may be affected] may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use and purpose by notifying the Lessor in writing of such termination.
- 11.3 Rental Adjustment. Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Leased Premises, all rentals shall be diminished by any

amount representing the part of the said rent properly allocable to the portion of the Leased Premises which may be so condemned or taken, and Lessor shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Leased Premises to substantially its former condition, due allowances being made for the impact of such taking or condemnation.

- 11.4 Damages Awards. In such condemnation proceedings, Lessor shall be entitled to receive and retain entirely any award for damages for the land, Building and Leased Premises, and the Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Lessee shall be entitled to appear and claim, prove and receive such condemnation proceedings an award that represents the then value of installations made by Lessee in the Leased Premises and the value of Lessee's leasehold interest under this Lease, all at Lessee's expense.

### ARTICLE XIII

#### DEFAULT

- 13.1 Default. If any monthly Base Rent payment, Additional Rent payment, any payment due as a result of services provided by Lessor to Lessee pursuant to Articles V and VI, or any part thereof, shall remain unpaid for thirty [30] days after Lessor sends written notice thereof to Lessee, or if Lessee shall fail to keep and perform any of its agreements and obligations herein contained and such failure shall continue for 30 days after Lessor sends Lessee written notice thereof; or if a petition in bankruptcy be filed by the Lessee; or if Lessee shall make an assignment for the benefit of creditors; or if a receiver or trustee in bankruptcy of Lessee shall be appointed in any suit or proceeding brought by or against Lessee; or if the leasehold interest of Lessee shall be levied upon any execution; then, if any of said cases, Lessor may at once, at its option, terminate and cancel this Lease.
- 13.2 Upon termination of this Lease by Lessor for any of the aforesaid causes specified, or upon the expiration of this Lease by lapse of time, Lessee shall within ten (10) days [is this enough time?] remove all personal property belonging to Lessee from the Leased Premises, and vacate and surrender possession of the Leased Premises to Lessor.
- 13.3 If possession of the Leased Premises be not immediately surrendered, Lessor may, after first obtaining the appropriate "forcible detainer" judgment from the local court of competent jurisdiction, forthwith re-enter the Leased Premises and repossess itself thereof and remove any personal property therefrom.
- 13.4 The receipt of money by the Lessor from the Lessee after the Lessor has given notice to Lessee of its intention to terminate this Lease or after the termination thereof, shall not operate in any way to reinstate, continue or extend the term of this Lease, or affect any notice given prior thereof, it being agreed that after service of notice or the commencement of a suit, or after final judgment for possession of said Leased Premises, Lessor may recover and collect any rent due, and the payment of said rent shall not waive or affect said notice, suite or judgment.

- 13.5 If Lessee neglects or refuses to remove all personal property belonging to Lessee from the Leased Premises immediately upon the termination or expiration of this Lease, Lessor may, at its option, remove same or any part thereof and store such property so removed without liability to Lessor for the loss thereof; Lessee will pay Lessor for any and all expenses incurred in removing and storing said effects; or Lessor may, at its option and without notice to Lessee, sell said effects or any of them for such price as Lessor deems best, and apply the proceeds of such sale to the payment of any amounts due Lessor from Lessee under this Lease, including the cost of removing, storing or selling said effects.
- 13.6 Lessee shall pay to Lessor, as liquidated damages and not as a penalty, for all the time Lessee shall retain possession of the Leased Premises after the expiration or termination of this Lease, by lapse of time or otherwise, a sum equal to double the amount of rent that would be due for such a period at the rate specified herein; but this provision shall not operate as a waiver by Lessor of any right of re-entry hereinbefore provided.
- 13.7 In the event of any act or omission by Lessor which would give Lessee the right to terminate this Lease or to claim a partial or total breach, Lessee will not exercise any right until: [a] it has given written notice of such act (30 days) or omission to the holder of any first mortgage, whose name and address must have been submitted in writing to Lessee, affecting the Building, and [b] a reasonable period for remedying such act or omission shall have elapsed following such giving of notice; provided any such holder, with reasonable diligence shall, following the receipt of such notice, have failed to commence and continue to remedy such act or omission, or cause the same to be remedied to commence and continue to remedy such act or omission, or to cause the same to be remedied.

#### ARTICLE XIV

#### CANCELLATION

- 14.1 Cancellation and Surrender of the Leased Premises. The Lessor may cancel, under the default provisions, this Lease upon the happening of any of the following after the Lessor gives Lessee written notice of the existence of any of the alleged events of default and the expiration of a 30 day period in which the Lessee has the right to cure said default: [a] the Lessee, guarantors, or any of them, or any sublessee(s) hereunder, being adjudged a bankrupt, either voluntarily or involuntarily; [b] whenever the Lessee, guarantors, or any of them shall become insolvent, or execute an assignment for the benefit of their creditors; [c] when the Leased Premises are used in a manner in violation of Federal or State statutes, administrative rulings, regulations, local and health ordinances, urban county government ordinances and regulations; [d] whenever the Leased Premises shall be, or through its use, become a nuisance, either public or private; [e] whenever any installment of rent is due and payable for a period of ten [10] days from the date upon which it is due [is this ok?]; [f] whenever the Leased Premises are actually effectively or constructively vacated; or [g] whenever the Lessee [or its managing representative] shall arbitrarily fail to perform any of the positive covenants contained herein.

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In addition to holding Lessee liable for any amounts which may be due for accrued Base Rents, additional rent or other charges due hereunder, upon a default by Lessee, Lessor shall be entitled to accelerate all rents to which it would be entitled to collect in the future, but for Lessee's default.

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In the event that the Lessor elects to cancel this Lease for the reasons aforesaid, the Lessee agrees that it will surrender and deliver up the Leased Premises upon ten [10] days written notice from the Lessor of the existence of any of the aforesaid facts.

#### ARTICLE XV

##### ASSIGNMENT AND SUBLETTING

- 15.1 Assignment and Subletting. The Lessee shall not have the right to assign this Lease or Sub-lease the Leased Premises in whole or in part without first obtaining the written consent of the Lessor, which consent shall not be arbitrarily withheld.

#### ARTICLE XVI

##### AIR RIGHTS

- 16.1 Air Rights. This Lease does not grant any rights to light, view and air over property.

#### ARTICLE XVII

##### REMEDIES

- 17.1 Cumulative Remedies of Lessor. The specified remedies to which the Lessor may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedy or means of redress to which the Lessor may be lawfully entitled in case of any breach by the Lessee of any provision or provisions of this Lease.

#### ARTICLE XVIII

##### RE-ENTRY

- 18.1 Lessor's Right to Enter upon Leased Premises. The Lessor and/or its agents shall have the right to enter upon and into the Leased Premises, or any part thereof, at any and all reasonable times after 24 hour notice to Lessee (except in cases of emergencies, when no such notice shall be required), for the purpose of examining same or making repairs to this or any other portion of the Building. The Lessee also agrees to permit the Lessor and/or its agents to show the Leased Premises for the purposes of selling same, and to permit them to place notices of signs on the Leased Premises offering the Leased Premises for sale. Lessor shall also have the right to place notices or signs on the Leased Premises offering the Leased Premises for rent within the last ninety [90] days of the end of the term.

#### ARTICLE XIX

## NOTICES

- 19.1 Notices. All notices required herein shall be by Certified Mail, Registered Mail or a nationally recognized overnight courier service, to the addresses shown at the beginning of this Lease, except that the address of Lessee if different from the address of the Leased Premises, shall be changed to be the address of the Leased Premises after Lessee has taken possession thereof. Any notification of the change of addresses shall be made in the same manner as sending notices herein.

## ARTICLE XX

### VACATING LEASED PREMISES

- 20.1 Vacation of Leased Premises. At the expiration of the term specified in this Lease, or any extension thereof if extended pursuant to the terms of this Lease, the Lessee shall vacate the Leased Premises and surrender the same to Lessor without further notice or demand from Lessor and the Leased Premises shall be in good order and condition, reasonable wear and tear, damage from the elements, fire or act of God, excepted. Lessee shall be responsible for any damages, extra charges, cleaning or repairs made to the Leased Premises as a result of the removal of furnishings and fixtures, the remnants, trash or abandoned property of Lessee or any other extra item of expense to Lessor in restoring the Leased Premises as a result of the business fixtures or activities of the Lessee.

## ARTICLE XXI

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### BINDING AGREEMENT

- 21.1 Covenants Binding on Heirs, Successors and Assigns. All of the covenants, agreements, terms, conditions, provisions and undertakings in the Lease, or any amendments hereto, shall inure to the benefit of, be enforceable by, and be binding upon, the respective heirs, executors, administrators, successors and assigns of the Lessee and the Lessor.

## ARTICLE XXII

### SUBORDINATION

- 22.1 Subordination. This Lease, and all rights of Lessee hereunder, are subject and subordinate to any mortgage or mortgages, blanket or otherwise, which do now or may hereafter affect the real property of which the Leased Premises form a part, and to any and all renewals, modifications, consolidations, replacements and extensions thereof, provided, however, the Lessee shall have been given a written agreement by any such mortgage holder that the Lessee may remain in peaceful possession of the Leased Premises upon the Lessees complying with the terms and conditions of the Lease. It is the intention of the parties that this provision be self-operative, and that no further instrument shall be required to effect such subordination of this Lease. Lessee shall however, within ten [10] days of demand, at



any time or times, execute, acknowledge and deliver to Lessor, without expense to the Lessor, any and all instruments that may be necessary or proper to subordinate this Lease, and all rights of Lessee hereunto to any such mortgage or mortgages, or to confirm or evidence said subordination. Should Lessee arbitrarily refuse to execute the required documents hereunder, or those required under Article XXIV hereinafter, upon demand by Lessor, then in addition to the Lessee being responsible for any other damages incurred as a result thereof [including interest], the Lessee's refusal shall constitute a default under Articles XIV and XV herein.

- 22.2 Right to Cure Default. Lessee is hereby given the right to make payment of any default under such mortgage on the Leased Premises, and to receive reimbursement for such payment by reduction and credit from and against rentals becoming due hereunder.

### ARTICLE XXIII

#### ESTOPPEL CERTIFICATE

- 23.1 Estoppel Certificate by Lessee. The Lessee agrees, at any time and from time to time upon not less than twenty-five [25] days prior written request by the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect [or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications], and the dates through which the Base Rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article XXIV may be relied upon by any prospective purchaser of the fee interest of the real estate upon which the Leased Premises are situated or any mortgagee or assignee of any mortgage upon such fee interest.

### ARTICLE XXIV

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#### APPLICABLE LAW

- 24.1 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

### ARTICLE XXV

#### ENTIRE UNDERSTANDING

- 25.1 Entire Understanding. This Lease and the exhibits attached hereto contain the entire understanding and agreement of the parties hereto, and no other understanding, undertaking, agreement, representation or warranty shall alter or modify this Lease or the terms hereof unless the same is in writing and duly executed by the parties hereto.

## ARTICLE XXVI

## MISCELLANEOUS

- 26.1 Authorization. If Lessee executes this Lease as a corporation, Lessee does hereby covenant and warrant that the Lessee is a duly organized and existing corporation in good standing in the Commonwealth of Kentucky; the Lessee has and is qualified to do business in Kentucky; that the corporation has full right and authority to enter into this Lease; that such person(s) signing on behalf of the corporation are authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of the corporation or in accordance with the bylaws of the corporation; and that this Lease is binding upon the corporation in accordance with its terms. If Lessee signs this Lease as a partnership (general or limited), each of the person(s) executing this Lease on behalf of Lessee does hereby covenant and warrant that Lessee is duly formed and validly existing under the laws of the state in which it was formed, that Lessee has and is qualified to do business in Kentucky, that the partnership has full right and authority to enter into this Lease and that such person(s) signing on behalf of the partnership are authorized to execute and deliver this Lease on behalf of the partnership and that this Lease is binding upon the partnership in accordance with its term.
- 26.2 Waiver. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition hereof.
- 26.3 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction; and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.
- 26.4 Amendment. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.
- 26.5 No Partnership. Lessor does not in any way for any purpose become a partner of Lessee in the conduct of its business or otherwise, or a joint venturer, or a member of a joint enterprise with Lessee.
- 26.6 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 26.7 Janitorial Services. Lessee agrees to provide and pay for all costs involved in cleaning the Leased Premises.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed this Lease as of the day and year first above written.

LESSOR: DENHAM-BLYTHE COMPANY, INC.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

LESSEE: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: \_\_\_\_\_

JIM GRAY

ITS: \_\_\_\_\_

MAYOR

## URBAN COUNTY COUNCIL

## Planning &amp; Public Works Committee

## Summary/Table of Motions

October 1, 2011

1:00 p.m.

Committee Chair, CM Farmer called the meeting to order at 1:02 p.m. Committee members Vice Mayor Gorton, CMs Ellinger, Kay, Ford, Blues, Martin, Lawless and Beard were all present. CM Henson was absent. CM Stinnett also attended the meeting.

- 1. Repaving Program**
- 2. Renegotiate and Expand Paving Warranties  
(Referred from Environmental Quality Link)**

Cheryl Taylor began the presentation by stating her intention to discuss repaving concerns as well as upcoming leaf collection and snow plans. She asked Kevin Wentz to begin the discussion on repaving and paving warranties.

Wentz provided the four now-completed steps of the paving management system:

- Road assessment and data collection (Div. of Engineering): Currently assessing half of LFUCG-maintained roads per year, alternating east and west areas of the county
- Updating the Pavement Management System (Div. of Engineering): Currently working to convert Pavement System into GIS application
- Process collected data (Div. of Streets & Roads): Determined from the collected data the total linear footage of pavement rated 65 or less within the Urban Service Area
- Rates for each Council district (Div. of Streets & Roads): From the calculated total linear footage, determined the percentage of pavement rated 65 or less within each Council district.

Wentz stated that resurfaced roads have warranties of one year. Resurfacing specifications are outlined in LFUCG paving contracts and are based on specific engineering guidelines. Crack seal applications are performed every five years as warranted. Resurfacing is a maintenance function rather than a capital construction project.

Wentz recently met with James Ballinger from the Kentucky Transportation Cabinet (District 7). Ballinger explained to Wentz that having experienced inspectors onsite during repaving work greatly reduced the need for warranties. The inspectors check for consistency and make sure the grading is to specification as the work is being done.

Wente stated that to extend warranties for capital construction and the longevity that would ensue would greatly increase costs.

Wente went on to discuss a recent meeting with the Fayette County School Board and the University of Kentucky. He said that there was some talk of reassignment of areas to be salted during snow events. He stated that this is a work in progress between the schools, Street and Roads and the Division of Water Quality. He mentioned that E-911 is planning to issue snow declarations via landline phones, and that the Lexington's Emergency Alerts and Notifications (LEAN) program is key to alerting the public to snow emergencies. Signage has also been updated along snow emergency routes.

Wente stated that 1 million dollars is allocated in the FY12 budget for salt. There will be 8,000 tons available to begin the salt season. Local school systems will continue to work toward a reimbursement agreement for areas outside the current area map. There has also been preliminary discussion about reimbursement from utility companies should, for example, there be a water main break and subsequently a need for treatment in the area.

Wente went on to provide an update for the FY12 leaf collection schedule. He said that by ordinance, LFUCG is required to make one pass-through within the Urban Service Area. There will be an educational push for residents to use Lennys and yard waste bags to offset costs associated with the program. Last year, over 900 tons of leaf matter were collected. The program is scheduled to begin on November 28<sup>th</sup>, and letters will be sent to all residents regarding the program.

CM Farmer thanked Wente for his presentation and opened the floor for questions.

CM Lawless asked for clarification on street/paving ratings provided for the 3<sup>rd</sup> District. Many of the streets in that district are rated at 90 or higher, but in reality "ride" more like they should be rated under 65. She stated that roads in that district are heavily traveled and sustain more wear and tear than districts outside the downtown core. She stated that traffic volume should factor into calculations made per district when money is allocated for resurfacing.

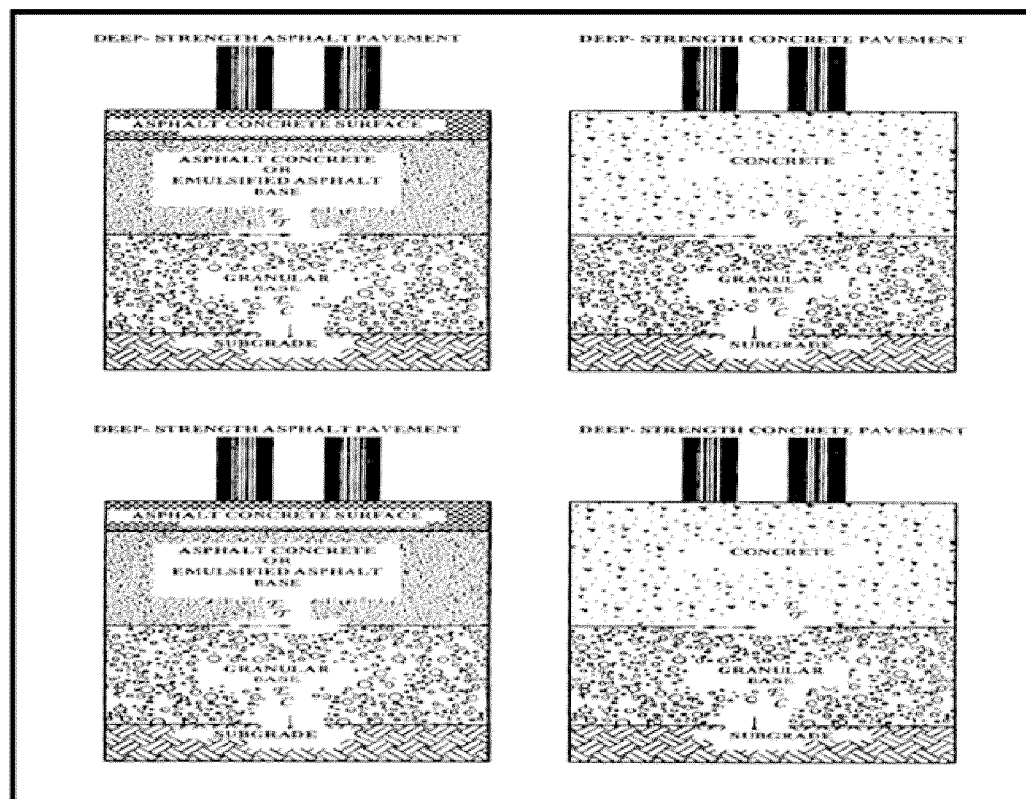
Wente responded that GPS tracking during inspection would better indicate what roads needed the most attention. He stated that graphic representation would be helpful in creating a better dialog in this regard. As to more heavily-traveled arterials, he pointed to Sir Barton Way as an example of a road that had an expectation of longevity of 20 years, but with such traffic volume, its timeline had been reduced to approximately 5 years.

CM Beard asked how the decision to distribute repaving funds per district was determined. Beard stated that there seems to be a disparity between the districts. Wente replied that the number of streets rated 65 or lower was the first factor per

district. Each district's percentage of such roads determined how much funding would be allocated. He stated that in years past, money was distributed equally across the county, but that practice created an inequity because some of those districts did not have as many troubled areas, which resulted in some roads being repaved when they could have lasted longer.

CM Beard asked how Streets and Roads decides the best manner in which to close roads during construction work. Sam Williams responded that road crews assess base issues and cut out areas of obvious failure; these areas mostly include roads that were constructed in the past when lesser standards were adhered to during construction. The goal in such situations is to cut out all bad material. He addressed the four components of paving, as shown below.

**FIGURE 4. 1 - Pavement Design**



CM Martin asked that the process and specifications for the resurfacing program be explained. Brian Billings from ATS stated that milling and prep work takes place first—more often “curb cut” milling, which preserves a crown at the top of the road. Crews then “tie in” to the curb, or if the curb has been overlaid in the past, the old asphalt is removed and replaced with new.

Martin inquired specifically about base failures and how they are addressed. Billings stated that his crews follow the instructions of the inspector onsite and base failures are removed at his or her discretion. He concurred with Martin that fixing base failures is included in the specifications in repaving contracts. He stated ATS is paid by the amount of work they do each day; the removed milling is weighed by the ton; to remove extra base failures would be to incur additional costs calculated by tonnage. The same applies for the placement of asphalt.

Martin asked Billings if he could provide an estimate or percentage per district of base failings found in each. Billings stated that such an estimate would be difficult to provide because assigned work is based on what is provided by LFUCG Council direction. Martin asked how they determine when to pave over base failures. Billings replied that as a general rule, if the base is crumbling enough to be picked up by hand, it needs to be replaced. If it is just cracked, then it is acceptable to pave over it.

For clarification, Martin then asked if ATS repairs all base failures. Billings said they do not; they lay out the milling limits and make adjustments with Streets and Roads crews as directed by LFUCG inspectors. They are required only to lay out the repaving repairs. It is up to LFUCG to review, inspect and make recommendations as to which base failures are removed and replaced. Martin asked Billings if he agreed that the ATS/LFUCG contract required that they replace base failures. Billings stated that he is required to do that at LFUCG’s direction.

CM Martin suggested that the contracts be examined.

(Repaving specifications are outlined at the end of this summary.)

Martin stated that to his knowledge, none of the base failures [in the 10<sup>th</sup> District] were fixed in 2010 or during 2011. He stated that he wants to know who is authorizing that the contract specifications not be followed. Billings stated that ATS would be glad to do as much work as the city wants them to. He again stated that it is based on the amount of work that they do—milling, surfacing and the replacement of surfacing. He said that the removal and replacement of base failures is at the discretion of Sam Williams (Director of Streets and Roads). Martin responded that the Urban County Council approves contracts, from which neither hired entities nor LFUCG employees can vary.

Martin went on to say that it has been his understanding that ATS is drastically cutting corners and putting down cheap paving jobs that the city will have to replace in five years. Billings stated that he disagreed with that assessment.

CM Stinnett inquired of Kevin Wentz as to whether all of the paving lists had been turned in from the 12 Council districts. Wentz responded that they are moving through the lists they have received, and those represent the majority of the 12 districts. Sam Williams added that Streets and Roads has completed almost one third of the lists submitted. He stated that the submitted lists will “keep them busy” until the beginning of December. Lists that have not yet been submitted will more than likely be held until spring due to weather constraints.

CM Stinnett asked Williams if, while he has served as Director of Streets and Roads, he has noticed any shortcuts or similar issues in relation to paving jobs. He also asked if recent harsh winters were more of a contributing factor to accelerated failures. Williams responded that the life of a standard design pavement is 15-20 years, but due to growth and the resulting heavy traffic, roads are starting to mature at a faster rate. He added that Lexington has progressed as a city in specification requirements for redevelopments from a standard of 8 to 9 inches of total paving depth to an upgrade of over 12 inches. However, those areas that were constructed under the lesser specifications are starting to fail.

CM Stinnett suggested that the paving specifications are not “keeping up with the design” of redeveloped areas. Williams stated that during the first years of construction in newly developed areas, there is tremendous stress placed on new paving due to the heavy weight of construction vehicles and equipment.

CM Stinnett suggested that Streets and Roads take core samples of areas slated for repaving and go down to the original base of the roads. Williams responded that they have done that in certain areas, but the cost is prohibitive considering the amount of repairs needed across the county. CM Stinnett countered that doing so would save money “down the road” and that there is a trade-off in investing now rather than later. Williams agreed to look into implementing such measures in the future.

CM Ford turned the discussion to paving allocations for FY12. He stated that the need for repaving far outweighs the funds available in FY12. He said that in the past, there was equitable distribution across district lines for such repairs. He asked why that distribution practice was changed. Kevin Wentz responded that the number of streets rated 65 or lower was the first factor per district. Each district’s percentage of such roads determined how much funding would be allocated. He said that there are districts that have a higher percentage of roads that rate 65 or lower. He stated that a rating of 65 is a breakpoint for immediate repair because degradation increases rapidly once a road reaches that rating.



CM Beard stated that there is a need to continually maintain roads that lead into or are within the “hub of the city” no matter their rating because of heavy traffic flow. Traffic patterns should be considered. Cheryl Taylor responded that when the distribution practice was changed, the purpose was to address priority issues. She stated that suggestions for change are welcome.

CM Lawless agreed with CM Beard’s suggestion. She stated that many of the roads in the 3<sup>rd</sup> District are rated 75 and above, yet they are in obvious disrepair. She said that she receives calls from constituents from across the county from people who travel the “hub streets” complaining about bad road conditions. She also stated that certain areas that have been repaired were not milled down enough, the result of which are drains and curbs that have been overpaved.

Cheryl Taylor responded that Council has the authority to reject reported ratings. She also suggested that in the future, there might possibly be created a “pool of funds” created by taking a portion of available repaving dollars out of the budget before the districts are each given their percentage. This would result in funding for the more heavily-traveled roads in the city’s core. She again suggested that she is open to suggestions to better the process.

CM Martin stated that the 10<sup>th</sup> District has the worst roads in the county, and suggested that to go back to the old distribution process would put the county in a place where it could not catch up. Martin asked if a tack coat is applied before repaving begins. Brian Billings from ATS responded that there is functionally no need to apply a tack coat. CM Martin asked Billings what measurement of asphalt is applied during repaving. Billings responded that currently most roads are paved to 1¼ inches. CM Martin referred to the specifications and contracts, which state that paving should be applied at 1½ inches. He pointed to Lyon Drive as an example where the depth is not up to specifications. He also stated that there are curbs next to which the roads have been milled down by ½ inch and the pavement has begun to flake. He asked for clarification as to this application.

Billings responded that there are situations where the curb has been overlaid with asphalt and ATS has removed that asphalt to the curb line. It is then up to the discretion of the inspectors to determine that the exposed area is unsafe and needs to be covered back up. In such situations, milling down to ½ inch is not beneficial. Billings went on to speak to thin asphalt paving. He stated that ATS is paid by what they “put down” and it isn’t in their best interest to provide thin paving.

CM Martin asked if the administration has discussed paving warranties. Billings said ATS has met with Cheryl Taylor, Sam Williams and Kevin Wentz. He has also met with the Asphalt Institute. He said that in a perfect world, paving warranties are a good idea. However, using Sir Barton Way as an example, Billings explained that warranties are unrealistic. He stated that when roads are designed in newly developed areas like Hamburg, the design does not take into

account the continual influx of heavyweight construction vehicles travelling the roads during the period of time it takes to establish the new development. These vehicles place tremendous strain on the roads, and diminish their lifespan. By the time construction is complete, the new roads have endured “100 times” what they were designed to endure during the first few years of their existence. He also made the point that often utility companies come in after the roads are constructed and dig trenches to lay their lines. The replacement work that follows is often substandard. Therefore, warranties cannot be adequately estimated due to disclaimers that must be assumed.

CM Ford again brought up the inequity of paving allocations and his concerns regarding the rating schedule. He stated that the attempt by the administration lacks a comprehension of strategy, “meaning the need will always outweigh the resource, and so just to allocate funds based upon a rating at face value may demonstrate an attempt to address the areas in greatest need, but it does not necessarily do so.” CM Ford suggested that in FY13, there should be an equitable split of funding across the 12 districts.

CM Farmer stated that a rating of 65 has been the standard with which LFUCG has dealt for the past 15 years or more. He suggested that several factors will be considered as future paving allocations are decided upon.

Vice Mayor Gorton stated that there is room for discussion for ways to determine how funds are allocated. She referred to a study that was completed before the allocation equation was changed. She said that based on the study, it was determined that many roads that were in need of repaving were not being paved, creating a greater inequity than one related just to funding. She stated that she would not be in favor of across-the-board funding per district.

CM Stinnett revisited the idea of “shaving funds off the top” of each district’s funding in order to apply said funds to the paving of major arterials. He mentioned that no matter the allocation per district, there is never enough to cover what needs to be repaired and repaved. Each district must work to repave the areas that are in the most need, and each district finds doing so challenging.

CM Blues asked Wentz how often roads are evaluated for repair. Wentz responded that in the past, based on a four-year time period, one third of the county was evaluated per year until the fourth year, at which point the entire county had been assessed. Currently, the full county is evaluated every other year so that the rating numbers stay current based on impact of winter damage and the like.

CM Blues referred to the matter of equity as unfair due to the fact that some districts have more roads than others. He also stated that some areas with ratings higher than 65 must be repaved in order to connect those that are lower.

CM Beard made the statement that Lexington long ago passed the tipping point of keeping roads up-to-date. Funding is now more directed toward maintenance.

Vice Mayor Gorton reminded the committee that district lines will soon be redrawn and certain roads will be the responsibility of new representation. She inquired as to whether a new assessment would be in order based on the new district boundaries. Wentz said the new boundaries will be considered in the new evaluation. There will also be opportunity for an updated level of assessment of degradation through a GIS component that will allow for graphic representation of areas that need repair.

**Motion by CM Martin to allow additional time for questions from the committee: Seconded by CM Beard. Motion passed without dissent.**

CM Lawless asked that the ratings for the 3<sup>rd</sup> District be readdressed, as they don't accurately represent the level of degradation in several areas.

CM Martin requested that a study be conducted to evaluate the degradation of roads and base failures to better address contracts and specifications listed therein. He stressed that preservation is critical to extending the life of roads throughout the county.

**Motion by CM Ford to request that the administration present options that would help ensure the equitable distribution of repaving funds. Motion failed for lack of a Second.**

Cheryl Taylor suggested the use of an independent source of expertise to evaluate the repaving evaluation process. She will present findings as soon as they are available.

### **3. Sustaining Salting Services: Working with Fayette County Public Schools**

Kevin Wentz recently met with members of the Fayette County School Board and the University of Kentucky. Discussed were reimbursements of materials requested by Fayette County Public Schools. Also discussed was the option of FCPS hiring outside contractors to provide additional support for other services. Wentz will meet again with these entities and present to the committee a report on progress made.

Vice Mayor Gorton asked that Wentz provide a list of streets and roads that are serviced by LFUCG at the request of FCPS—specifically those that fall outside the LFUCG snow plan. Wentz also will provide historical information detailing where FCPS has requested service.

CM Farmer stated that this item will remain in committee.

CM Kay asked why the leaf collection schedule had not been changed based on the snow issues experienced during the 2011 season. Cheryl Taylor explained that she had met with Parks and Recreation and the decision was made to wait until late November to make the collection effort in order to maximize the collection effort. She stated that if the collection is scheduled too early in the season, there aren't enough leaves on the ground yet and residents typically have not addressed raking issues.

CM Farmer asked when Council could expect a presentation on the matter and stated that the public will need information regarding the 2012 schedule. Taylor responded that Parks and Recreation will likely present that information. She also stated that the public will be urged to use Lennys and leaf collection bags in order to manage costs associated with the program. Currently in Lexington, over 60,000 residents use Lennys. LFUCG spends \$300,000 on leaf collection bags and offers them to the public free of charge.

CM Blues asked that the environmental impact of moving to one leaf collection per year be discussed when Council is presented with the changes to the program.

#### **4. Sidewalk Specifications & Regulations**

David Barberie stated that if the committee is comfortable with the changes made to the draft ordinance 17-148(a), his suggestion would be for Council to adopt the ordinance with the proposed changes. He stated that the changes in the ordinance would move from strictly corrections in sidewalks to tying those corrections to public safety. CM Farmer asked if the changes would make the ordinance less stringent. Barberie stated that citations currently address issues that could be considered less than a safety hazard. The driving force in the ordinance change was to clarify that sidewalk corrections will be based on whether they are public safety hazards. The proposed recommendations also decrease the maximum penalty from \$1,000 to \$500 per panel and clarify what regulations should be used to determine sidewalk safety.

David Jarvis stated that these changes are reasonable and will encourage repairs moving forward.

CM Lawless asked if pitted sidewalks are still considered for citations. Barberie stated that those sidewalks are no longer addressed under the draft ordinance.

Vice Mayor Gorton expressed her appreciation for the lowering of civil penalties. She also asked if the standards in the ordinance are the same as inspectors currently use. Jarvis stated that there are only slight changes to those standards, again referring to the move toward public safety as the primary reason for citations.

CM Kay asked how “a reasonable period of time” is determined. Jarvis responded that cited property owners have 30 days to correct their sidewalks; after 60 days, the property owner receives a letter. This gives the property owner essentially 90 days to perform sidewalk repairs. Property owners are given a specific date by which repairs need to be made. Jarvis said that inspectors are given a certain amount of leeway when making citations to allow for increment weather and other obstacles that could delay repair work. CM Kay asked how Code Enforcement defined “leeway” and when it is deemed appropriate. Jarvis referred again to obstacles such as weather that could delay repair work.

CM Kay asked how inspectors determine how and when civil penalties are assessed. Barberie stated that it is left to the discretion of the inspector and that if a property owner needs more than 90 days to make repairs, the comfort level of the inspector making the decision determines whether an extension should be granted. The ordinance allows for such discretion.

CM Beard asked if there is any money left in the budget to split the cost of the repairs with the property owner. Jarvis responded that regrettably there is not. Vice Mayor Gorton asked where such funds were housed in years past. Jarvis replied that the funds were housed in Code Enforcement and distributed by Social services. There were no funds allocated specifically for low-income property owners. Vice Mayor suggested creating a pool for these residents, and Jarvis stated that approximately \$25,000 would be sufficient to do so.

**Motion by CM Lawless to approve to adopt the draft ordinance to Council for approval: Seconded by Vice Mayor Gorton. Motion passed without dissent.**

## **5. Todds Road Widening Phase 2 Update**

Bob Bayert stated that there is currently a pending agreement with the state for additional funds so that additional design changes can be made to the project. Once approval is obtained the project will move to the right-of-way phase. The pending agreement also includes funds for the right-of-way acquisitions for sections 2A and 2B.

## **6. Oliver Lewis Way Project Update**

Andrew Grunwald referred to the Newtown Pike Extension update in the packet and asked if there were any questions. There were none. Several CMs did express their gratitude and applaud the success of the project. Grunwald stated that the project won an award from the American Association of State Highway and Transportation Officials (AASHTO) for Best Project in the Southeast Region. The project is also up for a national award, and the public is welcome to vote for this honor.

The links necessary to do so are <http://www.americastransportationaward.org/> and <http://www.americastransportationaward.org/Default.aspx?ContentID=203>.

CM Kay asked why the noise wall is still in negotiation. Grunwald responded that it will be built on the railroad right-of-way. Norfolk Southern Railroad has not yet been agreeable to the actual location of the wall. Plans should be approved within the next few months.

CM Ford asked if there are still people living in temporary housing, having been dislocated during the project's construction. Grunwald stated that there are people living in 18 manufactured homes and they anticipate that they will stay there for approximately three more years.

#### **Items Referred to Committee**

Changes to Chapter 4 of the Code of Ordinances: Animals and Fowl (sections 4-11 and 4-12 specifically).

**Motion by Vice Mayor Gorton to adjourn: Seconded by CM Blues. Motion passed without dissent.**

The meeting was adjourned at 3:16 p.m.

## **Resurfacing Specifications Summary**

### **One Year Guarantee (Pg. 19)**

#### ONE YEAR CORRECTION PERIOD:

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before completion of all work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

### **Base Preparation (Pg. 28)**

Where there are depressions in the surface of the existing pavement, but the existing base is satisfactory, the surface material shall be cut out, squared up and refilled with bituminous base to the height of the surrounding surface; where it is determined that there is a failure of the base, this portion shall be cut out, squared up and base concrete of a compressive strength of three thousand five hundred (3,500#) pounds per square inch is to be placed to the height of the surrounding base.

### **Tack Coat (Pg. 29)**

#### TACK COAT:

Apply the tack coat with a spray bar that can be raised to a sufficient height so as to uniformly and completely coat the entire surface.

The STREETS, ROADS and FORESTRY' Representative will only accept complete and uniform coverage. Unless otherwise specified in the requirements for the asphalt mixture being placed, apply tack at a rate to achieve an undiluted residue of 0.40 pounds (0.05 gallons) per square yard.

### **Base Course (Pg. 29)**

#### BASE COURSE:

Where existing asphalt surface is removed and elsewhere when used as a leveling course, bituminous concrete, base course shall be used as directed by the Engineer. It may be hand raked or machine spread and rolled ahead of the surface course. The preparation of the materials for this course and the laying are to be in accordance with Division 400 of the KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2004.

## Surface Coat (Pg. 30)

### SURFACE COURSE:

This shall be C.L.2 bituminous concrete Surface 0.38D PG64-22, one and one half (1 ½") inches thick, weighing approximately one hundred and sixty five (165) pounds per square yard or as directed by the Engineer. The preparation of the material for this course and the laying of this course shall be in accordance with the KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS AND FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2004, Section 403 and Section 404.

## Milling (Pg. 35-36)

### Milling and Texturing

- (1) General – After milling and texturing, the finished surface shall provide a smooth riding surface free from gouges, ridges, oil film, and other imperfections of workmanship, having a uniform texture, and true to the required grade and cross section. The elevation of the longitudinal edges of adjacent cuts shall not be more than 1/8 inch/4 mm. When practical, vertical longitudinal faces shall not be left during non-working hours in areas exposed to public traffic. When it is necessary to expose public traffic to vertical longitudinal faces, the faces shall be no more than 1 ¼ inches/30 mm in height and shall be tapered in a manner approved by the STREETS, ROADS and FORESTRY' representative to avoid creating a hazard for traffic.

Where sound pavement has been gouged, torn, or otherwise damaged during the milling operations, or damage is done to any other property of any kind including utility frames, grates, covers, curbs, driveways or sidewalks, repairs shall be made by the CONTRACTOR at no cost to the Lexington-Fayette Urban County Government.

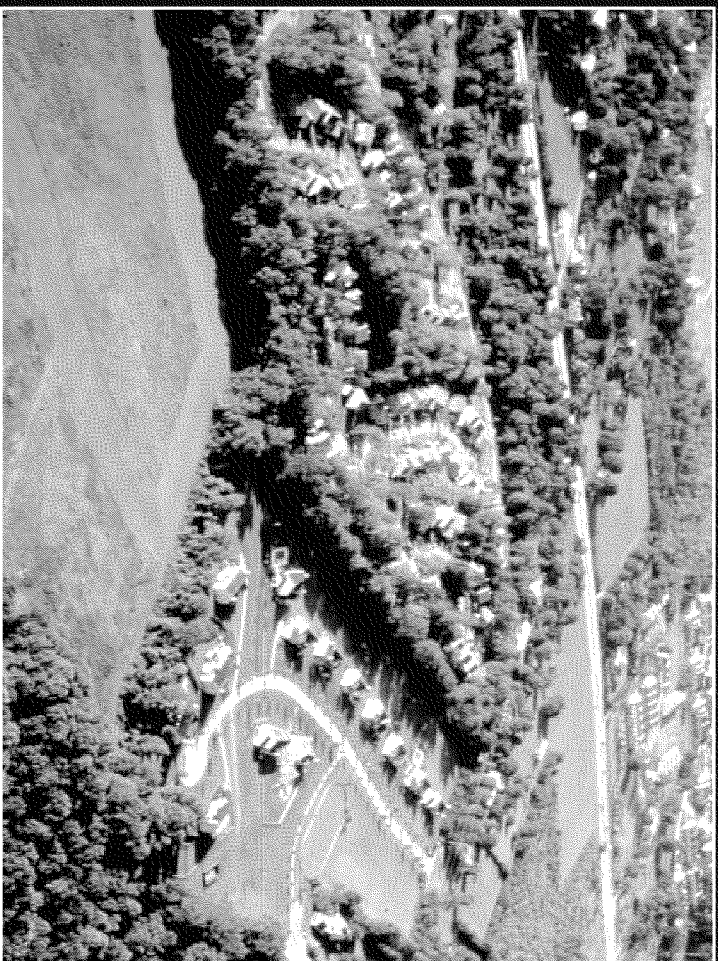
- (2) Cut more than 1-inch/25 mm – Where a cut deeper than 1-inch/25 mm is required. The depth of the cut shall be determined by the Streets, Roads and Forestry Representative. The cut shall be measured at the edge of the cutting drum. Each cut shall be completed over the entire length and width of the area; the next cut shall not be started until the area has been examined by the STREETS, ROADS and FORESTRY' representative and the representative determines that additional cutting is necessary or desirable.

The depth of cut indicated in the Contract is approximate only. The STREETS, ROADS and FORESTRY representative on the project will determine the actual depth of cut.

- (3) Texture – The texture shall be uniform throughout the project and shall provide, in the judgment of the STREETS, ROADS and FORESTRY' representative, a satisfactory riding surface.
- (4) Surface Tolerance – The finished surface after the final cut shall not show a deviation greater than 1/8 inch/4 mm from a 10-foot/3 meter straightedge, and the cross slope shall not deviate more than 3/8 inch/10 mm in 10 feet/3 meters. All irregularities exceeding these limits shall be corrected.
- (5) Approaches and Tapers – Approaches and tapers shall be acceptably textured when required by the STREETS, ROADS and FORESTRY' representative. The STREETS, ROADS and FORESTRY' representative will determine length, width, and depth of cut on approaches and tapers. The approaches and tapers shall match the finished cut on the main line and shall be transitioned to the existing surface to with +/- 1/8 inch/4 mm.



# Land Use and Watershed Management Impacts on Stormwater Runoff



Charles Martin, P.E.  
Division of Water Quality



Presentation for the Urban County Council  
November 15, 2011

# PRESENTATION OUTLINE

1. Causes and Impacts of Stormwater Pollution
2. LFUCG's Stormwater Quality Program Recent and Upcoming Changes
3. Future Regulation Changes



## Causes of stormwater pollution

- Sediment: construction sites, stream & ditch bank erosion, farm land erosion
- Bacteria: sewer line leaks/breaks and connections, pet waste, livestock, birds and rodents
- Nutrients: lawn and farm fertilizer, landscaped areas, sewage, organic matter
- Oil & Grease, Hydrocarbons: vehicles, roadways
- Heavy Metals: vehicles, industry, rooftops
- Trash/Debris

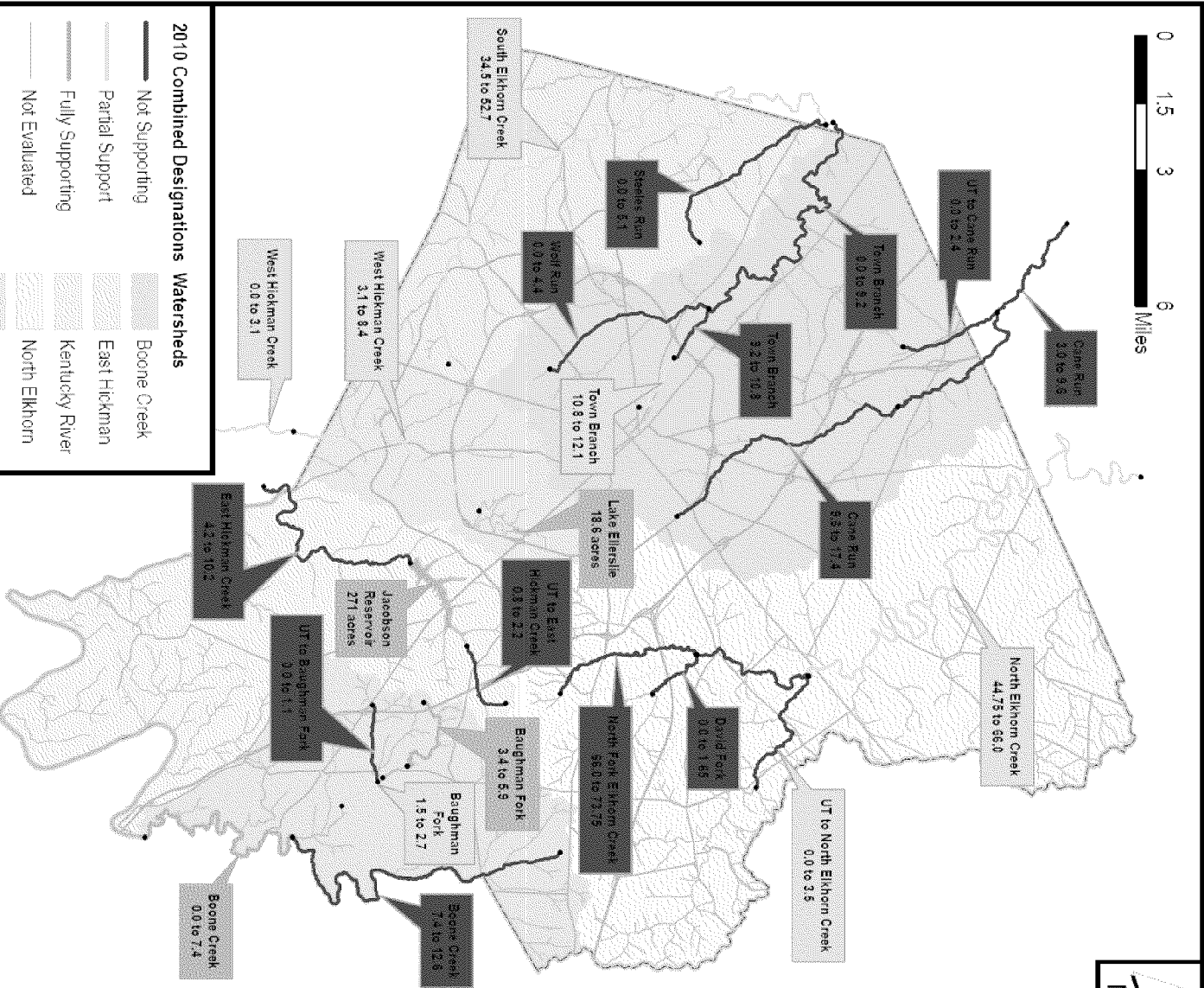
# Impacts of polluted stormwater

- **Poor water quality**
  - Creeks green with algae, or brown with sediment
  - Health threats from bacteria
- **Lower quality of life**
  - No wading, canoeing, fishing
  - Contact with water unhealthy
  - Blockages, flooding
- **Regulatory violations**
  - KDOH MS4 Stormwater Permit
  - Consent Decree





# 8 Fayette County watersheds, showing impaired waters



# LFUCG's Stormwater Program Recent Changes

## *Text Revisions to the Subdivision Regulations (2010)*

- Added definitions for Green Infrastructure and Low Impact Development
- Added provision that allows alternative designs that use LID (removed potential barriers)

Required by Consent Decree



## *What is Low Impact Development & Green Infrastructure?*

Mimics stormwater runoff patterns of pre-development

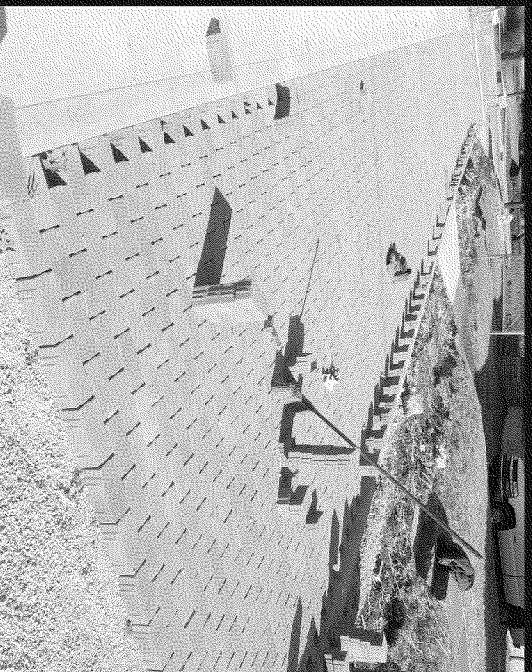
### EVAPO-TRANSPIRATE



### RE-USE



### INFILTRATE



# Upcoming Changes

1. Develop LID Guidelines by  
September 1, 2012



# Upcoming Changes

84

## 2. Re-evaluate Design Standards, Regulations, and Procedures by January 31, 2013

- General revisions/clarifications
- New LID BMPs

# Upcoming Changes

3. New MS4 Permit issued in September 2014
  - May require new rule changes per EPA

# Future Regulation Changes

86

*Where EPA/KDOW may be heading...*

1. Draft EPA Stormwater Rule – December 2011
2. Final EPA Stormwater Rule – November 2012
3. New LFUCG MS4 Permit from KDOW – Sept. 2014

- Redevelopment treated like new development
- Using LID to regulate stormwater runoff volume
- Wider vegetated buffers between construction sites and creek banks
- Setting effluent limits on stormwater discharges
- Retrofitting existing sites to pre-development conditions



# Washington D.C. MS4 Permit

87 FOR ANY DEVELOPMENT  $\geq 5,000$  sf (new or re-)

1.2" of stormwater from a 24-hr storm

→ INFILTRATE

→ EVAPOTRANSPIRATE

→ REUSE

## Current LFUCG Stormwater Manual

1. Exempt if  $< 1$  acre
2. New Development: TREAT runoff produced by 1.6" rainfall event
3. Re-development: TREAT runoff from 20% of site, or reduce impervious area by 20%



# Washington D.C. MS4 Permit

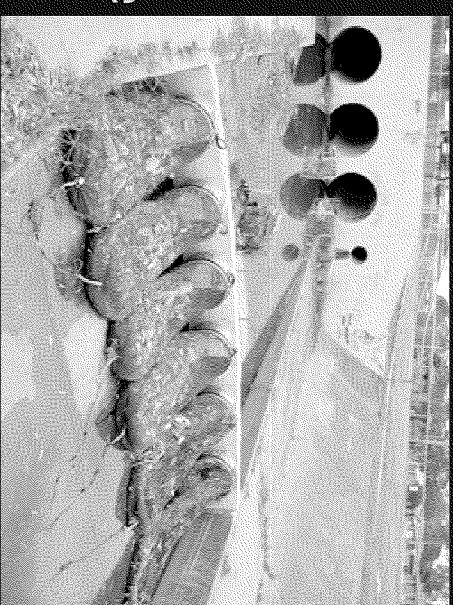
## TMDL IMPLEMENTATION

(Numeric Concentration Targets)

A. Must remove 103,188 pounds of trash annually  
(prevention or removal) in Anacostia River  
Watershed

B. Consolidate existing TMDL plans

Biochemical Oxygen Demand, Total Suspended Solids,  
Fecal Coliform Bacteria, Organics and Metals, Oil and Grease



## Current LFUCCG Program

1. Cane Run and S. Elkhorn: TMDLs to be published soon for Pathogens
2. Cane Run and Town Branch/S. Elkhorn: TMDLs for Total Phosphorous under development.



# Washington D.C. MS4 Permit

## RETROFITS OF EXISTING DEVELOPMENT

- A. For 18,000,000 sf of existing impervious
  - Retain 1.2” of stormwater from a 24-hr storm
  - 1,500,000 sf must be in road ROW
  - 350,000 sf must be green roofs on District property
- B. For properties with interior/exterior upfits of 50% or more of value
  - Retain 1.2” or similar standard

### Current LFUCCG Program

1. No requirements for retrofits.
2. Stormwater Quality Projects Incentive Grant Program – funds voluntary retrofit projects ~ \$900,000 total infrastructure per year

# Summary

6

1. Stormwater Regulation is changing.
2. Stormwater Management practices are changing.
3. Movement is toward Green Infrastructure and Low Impact Development.
4. LFUCG is required to develop LID Guidelines and update the Stormwater Manual.
5. LFUCG MS4 Permit will be renewed Sept. 2014 with potential revisions per EPA Stormwater Rule Making schedule.
6. Required changes to our Engineering Manuals will occur in stages.