

**Urban County Council  
Schedule of Meetings  
September 17, 2007 through September 24, 2007**

**MONDAY, SEPTEMBER 17**

Par 3 Golf Course Subcommittee Meeting . . . . . 11:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Human Rights Commission Community Relations Meeting . . . . . 4:00 pm  
Conference Room-5<sup>th</sup> Floor Government Center

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

**TUESDAY, SEPTEMBER 18**

Outside Agency Oversight Committee Meeting . . . . . 10:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

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

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

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

Public Hearing on 225 Walton Ave . . . . . 5:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

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

Dog Task Force Meeting . . . . . 6:00 pm  
Engineering Conference Room-5<sup>th</sup> Floor Phoenix Bldg

**WEDNESDAY, SEPTEMBER 19**

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

Don't Borrow Trouble Meeting . . . . . 10:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

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

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

Public Meeting, re: Lex Area MPO compliance w/federal regulations . . . . . 7:00 pm  
Joseph-Beth Booksellers-top floor, Lexington Green Shopping Center

**THURSDAY, SEPTEMBER 20**

No Meetings

**FRIDAY, SEPTEMBER 21**

No Meetings

**MONDAY, SEPTEMBER 24**

No Meetings

**LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**

**WORK SESSION AGENDA**

**September 18, 2007**

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary-Yes: September 11, 2007, pp.6-14**
- IV. Budget Amendments – None**
- V. New Business, pp.18-54**
- VI. Continuing Business / Presentations**
  - A. Services Committee Update, pp. 55-57**
  - B. Policemen's and Firefighter's Retirement Fund Actuarial Update (Tom Cavanaugh of Cavanaugh McDonald Consulting)**
  - C. The Visioning Process - Charlie Boland**
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**

## ADMINISTRATIVE SYNOPSIS

### New Business Items

- A. Authorization to Accept a Donation of a Printer from Lexmark for the Council Office. (476-07) (Langston)  
This request will authorize the acceptance of a 3500 – 4500 Series Printer donated by Lexmark for the Council Office.**p.18**
- B. Authorization to Accept Award from the Kentucky Office of Homeland Security for Continuation of the Metropolitan Medical Response System – FY 2008. (480-07) (King/Bennett)  
This request will authorize the acceptance of an award from the Kentucky Department of Homeland Security in the amount of \$220,713.50. These funds will be used to support the MMRS Project Coordinator (salary and benefits), purchase of minor equipment, professional services, operating, travel and rental/lease.**p.19**
- C. Authorization to Purchase Property at 1268 and 1276 Eastland Drive, and Execution of All Necessary Documents (490-07) (Kelly)  
This request will authorize the purchase of 1268 and 1276 Eastland Drive at the fair market value of \$600,000 for the future relocation site of Fire Station Number 2, currently on New Circle Road. The current site will be impacted by future New Circle Road improvements. Funds are budgeted.**pp.20-21**
- D. Authorization to Purchase Property at 541 – 543 Goodloe Street for the Ann Street Acquisition Project. (477-07) (King)  
This request will authorize the purchase of 541 - 543 Goodloe Street at the fair market value of \$6,000 for the construction of the road extension for the Bluegrass – Aspendale project under the Ann Street Acquisition project. This project is funded by the Urban Development Action Grant (UDAG) Repayment funds originating from closed out UDAG projects.**p.22**
- E. Authorization of a Master License Agreement with Connectivity Systems Incorporated (CSI) on behalf of the Division of Computer Services. (432-07) (Koch)  
This request will authorize a Master License Agreement with CSI for \$5,510 on behalf of the Division of Computer Services for TCP / IP Software that will allow file transfer from the Mainframe to the Network. This agreement is in conjunction of the purchase of the Z / 890 Mainframe in FY2007. Funds are budgeted.**p.23**

- F. Authorization of Agreements with Kentucky-American Water Company (KAWC) Pertaining to the Billing, Accounting and Collection of Sanitary Sewer and Solid Waste Fees. (479-07) (Koch)  
This request will authorize Agreements with KAWC for the exchange of information pertaining to the billing, accounting and collection of sanitary sewer services based on customers' water usage, solid waste disposal fees, and a one-time project agreement to assure consistency and accuracy in account records for fees collections. FY2008 impact is \$747,000 and annual impact is \$996,000. Funds are budgeted.**pp.24-33**
- G. Authorization of Agreement with Lincoln General Insurance Co. to Cover Claims of JGK. Pipeline Services Subcontractors Remaining Due on the Wolf Run and Gardenside Projects. (483-07) (Kelly)  
This request will authorize an agreement with Lincoln General Insurance Company to cover costs incurred under the original contract between LFUCG Division of Water and Air Quality (formerly Sanitary Sewers) and JGK Pipeline Services. JGK filed bankruptcy while under contract with LFUCG. Their bonding company, Lincoln General Insurance Co., is attempting to pay all remaining costs to the subcontractors. The original PO will be deleted and a new one issued to Lincoln General in the amount of \$119,576.25, the balance remaining on the original PO. Funds are budgeted.**pp.34-39**
- H. Authorization of Agreement with Kroger Limited Partnership I for Flu Vaccinations for all LFUCG Employees (486-07) (Koch)  
This request will authorize an agreement with Kroger Limited Partnership I to supply flu vaccine and administer vaccination to all eligible LFUCG employees October 15, 2007 thru December 31, 2007 at a cost of \$22.00 per vaccination. Cost will be paid by LFUCG.**p.40**
- I. Authorization to Rescind Resolution No. 359-2007, Which Authorized Execution of a Reimbursement Agreement with the Kentucky Transportation Cabinet, for Installation of Fiber Optic Cable to the Kentucky Horse Park. (488-07) (Kelly)  
This request will authorize rescinding Resolution Number 359-2007 which authorized an agreement with the Kentucky Transportation Cabinet for installation of fiber optic cable and conduit along portions of Newtown Pike and Iron Works Pike. It has been determined that the fiber optic cable will not be necessary.**p.41**
- J. Authorization to Execute a Maintenance Agreement with the Kentucky Transportation Cabinet, for Areas Adjacent to Reconstructed US 68 (489-07) (Rayan/Kelly)  
This request will authorize an agreement with the Kentucky Transportation Cabinet to transfer to LFUCG the roadways and excess right of way outside the immediate US 68 Corridor. These facilities are local in nature

and are deemed to more logically fit within our local street system. There is no budgetary impact.**pp.42-45**

- K. Authorization to Approve Phoenix Disaster Services, LLC as Sole Source Vendor for the Purchase and Implementation of WebEOC ® for the Division of Environmental & Emergency Management (DEEM). (451-07) (Bennett)  
This request will authorize the approval of Phoenix Disaster Services, LLC as a sole source vendor for WebEOC incident management software and additional work defined by LFUCG. This implementation is in conjunction with the procurement, installation, and development of the WebEOC system purchased by the University of Louisville for the Cabinet of Health and Family Services. The Vendor will provide a project scope, a responsibilities matrix, a detailed project work breakdown structure, and a dedicated Project Manager for the implementation of this system. The Vendor will assist DEEM in developing the program to meet the requirements of LFUCG and improve the government's overall crisis information collection, dissemination, and response capabilities. This system will allow DEEM to share information within their department, the Emergency Operations Center, and externally with the Kentucky Department of Public Health, Metro Louisville's Emergency Management Agency, central Kentucky hospitals and EMSs, and the CDC. Total cost is \$79,850.30. Funds are budgeted.**p.46**
- L. Authorization of an Amendment to the Code of Ordinances of a Tax Rate of 5% on all Insurance Companies other than Life Insurance. (478-07) (Koch)  
This request will clarify an Amendment to Section 13-44(2) of the Code of Ordinances to specify a tax rate of 5% on all insurance companies other than life insurance.**pp.47-48**
- M. Authorization to Amend Section 21-5 of the Code of Ordinances Within the Division of Community Corrections (484-07) (Koch)  
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish one (1) position of Staff Assistant Senior (Grade 108N); creating one (1) position of Administrative Specialist (Grade 110N) and; reclassifying the incumbent within the Division of Community Corrections effective retroactively to July 9, 2007. The fiscal impact for FY2008 will be \$6,150 and will be funded from the division's operating fund. All costs include benefits.**p.49**
- N. Authorization to Amend Section 21-5 and 22-5 of the Code of Ordinances Within Various Divisions (485-07) (Koch)  
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish 40 vacant positions within various Divisions and also amends Section 22-5 of the Code of Ordinances abolishing 25 vacant positions within various Divisions effective retroactive to 6/22/07. The fiscal impact will be a savings of \$1,893,500 to payroll accounts (\$1,006,750 General Fund, \$36,220 Family Care Center Fund, and

\$850,530 Urban Services Districts Fund.) There will be no overall savings as these positions were included in the budget for personnel vacancy credit (General and Urban) and will result in a reduction of Medicaid revenues (Family Care Center).**pp.50-53**

O. Authorization of a Permanent Sanitary Sewer Easement and a Temporary Construction Easement on the Property Located at 2405 Olde Bridge Lane (487-07) (Kelly)

This request would authorize a permanent sanitary sewer easement of 4,884 square feet and a temporary construction easement of 3,971 square feet for \$3,975.00 at 2405 Olde Bridge Lane for the South Elkhorn Force Main Project. Funds are budgeted.**p.54**

URBAN COUNTY COUNCIL  
WORK SESSION SUMMARY  
& TABLE OF MOTIONS

September 11, 2007

Mayor Newberry chaired the meeting, calling it to order at 3:00 pm. All Council Members were present, except CM Gorton.

Mayor Newberry asked everyone to stand and observe a moment of silence in remembrance of the victims of 9/11/2001.

The public hearing on the Waste Management plan was opened-no one requested to speak-public hearing adjourned.

- I. Public Comment – Issues on Agenda, other than Expanded Alcohol Sales-None
- II. Requested Rezoning / Docket Approval-Yes

A motion by CM Blues to place on the docket for Thursday, September 13, 2007, without a hearing, the issue of changing the zone from an Agricultural Urban (A-U) zone to a Highway Service Business (B-3) zone for 1.405 net (1.469 gross) acres of property located at 2509 and 2497 Georgetown Road, subject to certain use restrictions imposed as conditions of granting the zone change, seconded by CM Ellinger, passed unanimously.

A motion by CM James to place on the docket for Thursday, September 13<sup>th</sup> a resolution approving the issuance by the City of Stamping Ground of Industrial Revenue Bonds for Central Christian Church, LLC, in an amount not to exceed \$7.5 million, seconded by CM Myers, passed unanimously.

A motion by CM Ellinger to approve the docket as amended, seconded by CM Crosbie, passed unanimously.

- III. Approval of Summary – Yes

A motion by CM Blues to approve the summary from August 28, 2007 was seconded by CM Beard, passed unanimously.

#### IV. Budget Amendments-Yes

A motion by CM DeCamp to approve the budget amendments, seconded by CM Stevens, passed unanimously.

#### V. New Business

- A. Authorization of a Resolution to Change Street Names and Individual Address Numbers within Council Districts 1, 4, and 12 for the Enhanced 9-1-1 System. (442-07) (Bennett)
- B. Authorization to Adopt Resolution Requesting Kentucky Economic Development Finance Authority (KEDFA) to Issue ED Bonds for Christian Care Communities, Inc. (466-07) (J. Kelly)
- C. Authorization to Amend Resolution No. 273-2003 to Change the Company of the Approved Company from Tempur Pedic, Inc. to Tempur Pedic World LLC and to Recognize Tempur-Pedic North America, Inc. as the sole Approved Affiliate. (472-07) (Askew)
- D. Authorization of Amendment No. 1 to the Frequency Reconfiguration Agreement with Nextel West Corporation on behalf of the Division of Fire & Emergency Services. (443-07) (Bennett)
- E. Authorization to Amend Ordinance No. 161-2007 to Correct a Typographical Error. (445-07) (Askew)
- F. Authorization to Amend Ordinance No. 7-2005 to Reflect Acquisition of Property at 677 E. Loudon Avenue from Current Owner for the Loudon Avenue Improvements Project. (470-07) (Askew)
- G. Authorization of a Rebanding Agreement with Lexington Call Mobile on behalf of the Division of Fire & Emergency Services (444-07) (Bennett)
- H. Authorization of a Dell Techknow™ Program Agreement in Cooperation with LFUCG and Fayette County Public Schools (FCPS) for Tubby's Clubhouse. (446-07) (Cole)
- I. Authorization of a Pipeline Crossing Agreement with CSX Transportation (CSX Agreement No. CSX-04167) for the North Elkhorn Diversion Wastewater Project. (447-07) (D. Kelly)
- J. Authorization of a Pipeline Crossing Agreement with CSX Transportation (CSX Agreement No. CSX-048165) for the North Elkhorn Diversion Wastewater Project. (448-07) (D. Kelly)



- K. Authorization of a Pipeline Crossing Agreement with CSX Transportation (CSX Agreement No. CSX-048166) for the North Elkhorn Diversion Wastewater Project. (449-07) (D. Kelly)
- L. Authorization of an Agreement with Ad-Success for the Mobility Office Marketing Campaign – FY2008. (453-07) (King/D. Kelly)
- M. Authorization of an Agreement with Gail Hayden to Provide Clerical Services to the Department of Social Services. (468-07) (Helm)
- N. Authorization to Renew Lease Agreement with MES Enterprises, LLC for Office Space at the Triangle Center for the STARS Project. (452-07) (Koch)
- O. Authorization of a Joint Funding Agreement for Water Resources Investigations with the US Geological Survey (USGS). (460-07) (D. Kelly)
- P. Authorization of an Engineering Services Agreement with GRW, Inc. for the Creation of a New GIS Impervious Area Data Layer within the Division of Water and Air Quality. (469-07) (D. Kelly)
- Q. Authorization of a Purchase of Service Agreement (PSA) with Bluegrass State Games, Inc. (BGSF). (436-07) (Cole)
- R. Authorization of Purchase of Service Agreements (PSA) with Baby Health Services, Bluegrass Area Development District (BGADD), Bluegrass Community Action Agency, Bluegrass Domestic Violence Program, Inc. Bluegrass Rape Crisis Center (BRCC), Bluegrass Technology Center, Inc. (BTC), Center for Women, Children & Families, Community Action Council (CAC), Comprehensive Care Center, Chrysalis House, Emmaus Road Village, Inc. (ERV), Family Counseling Services, Hope Center, Metro Group Homes, Moveable Feast Lexington, Nursing Home Ombudsman Program, Operation Read, and the Salvation Army on behalf of the Department of Social Services – FY2008. (454-07) (Helm)
- S. Authorization of a Purchase of Service Agreement (PSA) with the Downtown Lexington Corporation (DLC) for FY2008. (463-07) (J. Kelly)
- T. Authorization of a Facility Usage Contract with the Fayette County Board of Education on behalf of the Division of Parks & Recreation for the Extended School Program (ESP) and the Recreational Enrichment And Learning (REAL) Program. (450-07) (Cole)
- U. Authorization of Change Order No. 1 to Contract with Lenco Excavation Company, Inc. for the Seventh Street at the Old Rail Road Crossing Improvements Project. (467-07) (D. Kelly)

- V. Authorization of Annual Ratification and Approval of the Policy and Procedure Manual for the Detention Center as Required by Titles 501 and 505 of the Kentucky Administrative Regulations. (465-07) (Bennett)
- W. Authorization to Submit an Application to the Kentucky Environmental and Public Protection Cabinet and Accept the Award if Offered, for the Continuation of the Anti-Litter Control Program in Fayette County – FY2008. (462-07) (King/D. Kelly)
- X. Authorization to Submit an Application to the Kentucky Justice Cabinet under the Violence Against Women Act and Accept the Award if Offered, for the Continuation of the Sexual Assault Nurse Examiner (SANE) Program for FY2008. (474-07) (King/Bennett)
- Y. Authorization of a Deed of Temporary Construction Easement at 215 Floral Park for the Elizabeth Street Drainage Improvements Project. (458-07) (D. Kelly)
- Z. Authorization of a Deed of Temporary Construction Easement at 225 Forest Park Road for the Elizabeth Street Drainage Improvements Project. (459-07) (D. Kelly)
- AA. Authorization to Proceed with the Annual Urban Service Legal Process for 2007. (461-07) (D. Kelly)
- BB. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Human Resources and Accounting. (456-07) (Allen/Koch)
- CC. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Computer Services. (457-07) (Allen/Koch)
- DD. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Internal Audit. (471-07) (Allen/Kelly)
- EE. Authorization to Approve the Five-Year Solid Waste Management Plan. (475-07) (Kelly)

A motion by CM DeCamp to approve new business items A-EE seconded by CM Beard, passed with 1 nay on items j, k, & l from CM Moloney.

## VI. Continuing Business / Presentations

### A. Budget & Finance Committee Update

This update was given by Chair CM Stevens. CM Stevens stated that Comm. Koch will make a STARS presentation on Sept. 18; Dir. of Budgeting, Jim Deaton, discussed the general fund allotments from capital funds projects;

answered a citizens question about paying property tax in installments-per state statute, property tax has to be paid in a lump sum by a certain date.

B. Christian Church Industrial Bond Review Proposal

This proposal was given by Joe Kelly of the Mayor's Office. Mr. Kelly stated that this is the Central Christian Church Project; none of the bond proceeds are to be used for renovating or improving the sanctuary; CM DeCamp & CM Beard asked about separation of church and state.

C. Annual Safety Performance Awards

These awards were given out by Patrick Johnston, Dir. of Risk Management and Michael Skidmore. Office Awards-1<sup>st</sup> place=Council Clerk's Office; 2<sup>nd</sup> place=Div. Historic Preservation; and 3<sup>rd</sup> place=Div. of Budgeting; Operational Awards-1<sup>st</sup> place=Fleet Services; 2<sup>nd</sup> place=DEEM; 3<sup>rd</sup> place=Family Services.

D. Insurance Presentation

This presentation was done by Comm. Logan Askew.

A motion by CM Blevins to place on the docket for Thursday, September 13, 2007 Council Meeting, a resolution authorizing and directing the Mayor to execute a contract with the Kentucky League of Cities to provide excess auto/general/public officials liability insurance coverage to the Lexington-Fayette Urban County Government. The total price of the contract is \$615,010.00, seconded by CM McChord, passed with one Nay: CM Moloney.

A motion by CM Moloney to place the insurance issue into the Intergovernmental Committee, seconded by CM Lane, failed by a vote of 11-3.

VM Gray explained his reason for voting against sending insurance issue to IG Comm.-mainly a timing issue.

VII. Council Report

CM Lane-No Report.

CM Beard-No Report.

CM Crosbie-No Report.

CM Blues-Announced that Great Acres NA will be having a planning meeting on

7/13/07 at 7 pm at the 1<sup>st</sup> Baptist Bracktown Church; Winburn NA will meet on 7/17/07 at 6:30 pm; Meadowthorpe NA will meet on 7/18/07 at 7 pm; the Youth Issues Group will meet on 7/13/07 at 5:30 pm @ Morton School on Tates Creek.

CM McChord-A motion by CM McChord to place on the docket for the Thursday, September 13, 2007 Council Meeting, an ordinance authorizing and directing the Mayor to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet for up to \$7,063,231.00 in state reimbursable funds for road resurfacing in Fayette County, seconded by CM Blevins, passed unanimously.

announced that 10 am Sat 7/15 there will be a dedication of Shilito Park Miracle League Field; also will be honoring 12 yr olds from South Lex Baseball League for winning World Series in Arkansas; on 7/16, Blue Star Mothers will hold their picnic @ Jacobson Park Shelter #5 from 2-6 pm; sent condolences to the family of LFUCG employee Michael E. Williamson-Supt of Pools; asked Mayor to invite Fayette Co Neighborhood Council to work session to explain their mission and to bring letters from the associations they represent.

CM Stevens- Announced infill & redevelopment launched phase 2 this morning; there will be meetings the next 4-5 mos.-issues involved w/infill & redevelopment; meetings will be posted on UCG website.

CM James- Stated that a fun & festive time was had at the Roots & Heritage Festival street fair this past weekend; over 1000 people went inside the Lyric Theatre to see the new plans; tonight @ 7 pm Meadow Park NA will meet and the MLK NA will also meet at the Living Arts & Sciences Center; Gratz Park NA will be holding an event on 7/16 at 6 pm and also Fayette Park NA will meet at 6:30 pm; on Sat 7/15, Duncan Park area citizens will be cleaning that neighborhood from 9-11 am; for more information, please call District 1 office at 258-3216.

CM Blevins-A motion by CM Blevins to approve the NDF list, seconded by CM McChord passed unanimously.

A motion by CM Blevins to place the review of the noise ordinance during special events into the Services Committee, seconded by CM McChord, passed unanimously.

CM Moloney- Sent condolences to family of Gay Brewer; mentioned that he thinks that last week's Town Branch experience will eventually be overwhelming to the city.

CM Myers-Announced Gainesway NA meeting tonight at 7 pm at the apartment of

T/C Golf Course and also tonight Centre Pkwy NA meeting at 7 at St John Church; also stated that it was his 1st time being in the Lyric Theatre this weekend during the Roots & Heritage Festival and the plans are very exciting.

CM Stinnett- A motion by CM Stinnett to move the issue of the relationship between Co. Atty's Office & Council Office from Intergovernmental Comm. to Budget & Finance Comm., seconded by CM Stevens, passed unanimously.

CM DeCamp- Announced that the public hearing scheduled for Thursday, 9/13, has been cancelled; also there will be a meeting next Tuesday with the neighborhoods surrounding UK at Southside Church on S. Limestone.

CM Ellinger- Stated that during the Services Committee meeting today, they established a subcommittee to review the Meadowbrook Golf Course issue; the chair will CM Beard and CMs Blevins and Blues will be on the committee also.

VM Gray- Spoke about the regeneration of the N. Limestone area.

CM McChord- Spoke again to mention that he had spoken to Dir. of Community Corrections, Ron Bishop, about inmate labor cleaning up after UK games. Dir. Bishop said that this could be done.

Mayor Newberry sent out his sympathies to the family of Staff Sgt. Delmar White, who was killed last week in Iraq. Staff Sgt. White was also an LFUCG employee.

#### VIII. Mayor's Report-Yes

A motion by CM Ellinger to approve the Mayor's report, seconded by CM Crosbie, passed unanimously.

Comm. Askew was asked by the Mayor to give an update on what we had in reference to Meadowbrook Golf Course.

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

##### E. Sunday Alcohol Sales

David Barberie, Dept. of Law and an ABC Officer spoke. Several citizens spoke in favor of and against the proposed expansion of Sunday alcohol sales.

In Favor

Renee Jackson  
Ben O'Daniel  
Fran Taylor  
Debbie Long  
Larry Bell  
Ted Mason  
Robert Dalton  
Shari Fiveash  
Ann McBrayer  
Shawn Taylor  
J P Johnson  
Jeff Morgan

Against

Pastor Jeff Fugate  
Dr. Gil Daley  
Pastor Shannon Back  
Pastor David McCracken  
Pastor Joseph McDowell  
Alan Cloud  
John Slabaugh  
Jarrod Carvell  
Bill Haddox  
Tom Rouneux  
Lewis Cobb  
Pastor William Davis  
David Darnell  
David Smith  
Nathaniel McClain  
Nora Reynolds  
Pablo Ramirez  
Joel Fugate  
Aaron Jones  
Michelle Powers  
Stephanie Lewis  
Shawn Ham  
Brett Lindke  
John Goodloe  
Steven Johnson  
Kevin Spears  
Pastor DeWayne Walker  
Elizabeth Ellenberg  
Dr. Patrick Schneider  
Ed McCracken  
Angie Tedder  
Nicole Anderson  
Pastor Alfred Glasper  
Jim Cloud  
Okoarye Dishman  
James Paul Jorgenson  
David Blakeman  
Jim Blakeman  
James Jorgenson  
Jenny Ramsey  
David Biber  
Joel Beharry  
Jeff Smith  
Jim Rollins  
Ed Tedder

Against  
Blake Perry  
Nick Blades  
Paul Chamberlain  
Francis Francois

A motion by CM Ellinger to adjourn, seconded by CM Crosbie, passed unanimously.

Work Session was adjourned at 7:13 pm.

# NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

15

September 18, 2007 Work Session

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

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST
480-07  B	12857 – 12858	Community Development	To establish grant budget for the Metropolitan Medical Response System (MMRS) Project for FY 2008. 3200 220,714 3200 220,714CR 0*
480-07  B	12860	Community Development	To establish personnel recovery for the Metropolitan Medical Response System (MMRS) Project for FY 2008. 1101 33,710CR 33,710CR*
484-07  N	KC006	Community Corrections	To provide funds for one position reclassification by reducing funds for repairs and maintenance. 1101 6,150 1101 6,150CR 0*
485-07  O	KC007	Various	To reduce funds for positions being abolished and to reduce the budget for personnel vacancy credit. 1101 1,006,750 1101 1,006,750CR 0*
485-07  O	KC008,10	Family Services	To reduce funds for a position being abolished and to reduce funds for Medicaid revenue. 1102 36,230 1102 36,230CR 0*
485-07  O	KC009	Waste Management	To reduce funds for a position being abolished and to reduce funds for personnel vacancy credit. 1115 850,530 1115 850,530CR 0*



**EFFECT ON FUND BALANCES**

16

<b>FUND 1101</b>	<b>33,710*</b>	<b>INCREASE TO:</b>	<b>GENERAL SERVICES DISTRICT – GENERAL FUND</b>
<b>FUND 1102</b>	<b>0*</b>	<b>NO EFFECT ON:</b>	<b>FAMILY CARE CENTER</b>
<b>FUND 1115</b>	<b>0*</b>	<b>NO EFFECT ON:</b>	<b>FULL URBAN SERVICES DISTRICT</b>
<b>FUND 3200</b>	<b>0*</b>	<b>NO EFFECT ON:</b>	<b>U.S. DEPT OF HOMELAND SECURITY</b>

**Budget Information For New Business Items**  
September 18, 2007 Work Session

Item	Number	Amount	Fund	Name / Description
A	476-07	NA		
B	480-07	220,714	3200	US Department of Homeland Security Budget Journals
C	490-07	600,000	2517	2008 Bond Projects Fund
D	477-07	6,000	3300	Grants - Other
E	432-07	5,510	1101	General Services District Fund
F	479-07	529,000 218,000	4002 4121	Sanitary Sewer Revenue & Operating Fund Landfill Fund
G	482-07	38,500	2522	Public Works Bond Fund
H	483-07	119,576	4003	Sanitary Sewer Construction Fund
I	486-07	36,400	1101	General Services District Fund
J	488-07	NA		
K	489-07	NA		
L	451-07	79,850	3200	US Department of Homeland Security
M	478-07	NA		
N	484-07	6,150	1101	General Services District Fund Budget Journal
O	485-07	0	1101 1101 1115	General Services District Fund (\$1,006,750) Family Care Center Fund (\$36,220) Urban Services Districts Fund (\$850,530)  Budget Journals Note: Savings are offset by reductions to budgeted personnel vacancy credit (Medicaid revenue for Family Care Center Fund).
P	487-07	3,975	4003	Sanitary Sewer Construction Fund

## LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

*Memorandum***476-07**

TO: Mayor Jim Newberry  
Urban County Council

FROM: Council Member Chuck Ellinger II

DATE: September 4, 2007

SUBJECT: Blue Sheet – Donation from Lexmark

This memorandum requests authorization to accept a Lexmark printer donation.

Thank you for your assistance with this matter.



480-07

Mayor Jim Newberry

Division of Community Development

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

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

**DATE: SEPTEMBER 10, 2007**

**SUBJECT: AUTHORIZATION TO ACCEPT AWARD FROM THE KENTUCKY  
OFFICE OF HOMELAND SECURITY FOR CONTINUATION OF THE  
METROPOLITAN MEDICAL RESPONSE SYSTEM—FY 2008**

The Kentucky Office of Homeland Security has offered the Lexington-Fayette Urban County Government federal funds in the amount of \$220,713.50 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.

The Kentucky Department of Homeland Security has approved an award amount of \$220,713.50. These funds will be used to support the MMRS Project Coordinator (salary and benefits), purchase of minor equipment, professional services, operating, travel, and rental/lease.

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

Paula King  
Director

**Xc: Tim Bennett, Commissioner of the Department of Public Safety**





490-07

Mayor Jim Newberry

Office of the Senior Advisor for Management

## MEMORANDUM

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

From: Charlie Boland, Sr. Administrative Officer

Date: September 10, 2007

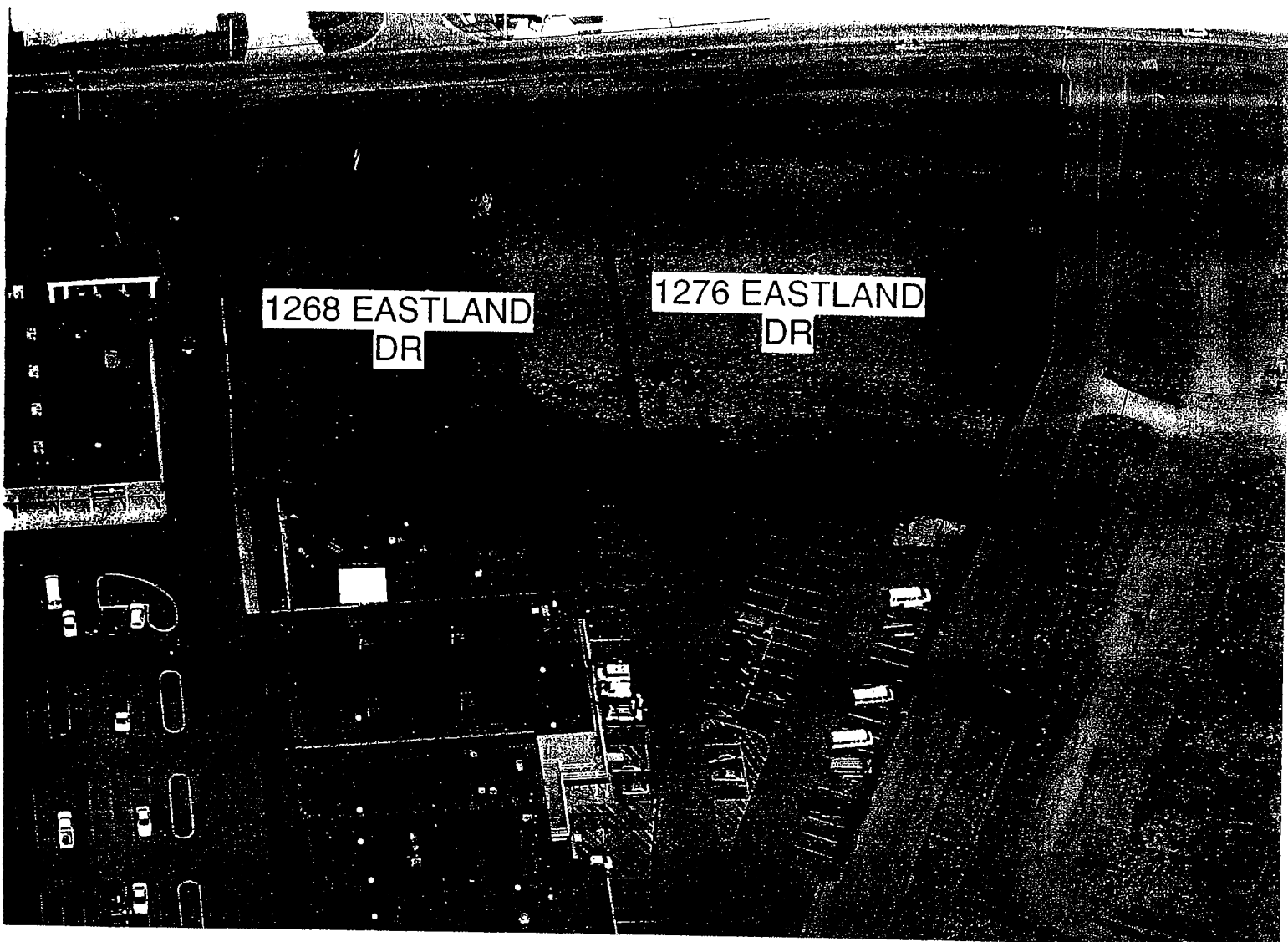
Re: Acquisition of Properties at 1268 and 1276 Eastland Drive

This is to request authorization to acquire the properties at 1268 and 1276 Eastland Drive. These two lots are contiguous and are near the intersection of Eastland Drive and New Circle Road. They are needed for the future relocation site of Fire Station Number 2, currently on New Circle Road. The current site will be impacted by future New Circle Road improvements, and is already in a very tight configuration. The FY 2008 budget included funding in the Division of Fire for this acquisition, which is the division's top priority for station relocation efforts.

The properties are owned by Eastland Out, LLC., and the agreed upon purchase amount for the property in aggregate is \$600,000 which is in keeping with the fair market appraisal. Acquisition of this property will allow the division to move forward with strategic long-term capital improvement plans, and enhance future emergency response capability for the community. Funding is available and this acquisition is within the projected budget.

Therefore, I request authorization to acquire the properties and execution of all documents necessary to effect the conveyance. Please let me know of any questions you may have.

490-07



(c) Copyright 2004, Pictometry International



477-07

Mayor Jim Newberry  
Division of Community Development

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

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

**DATE: SEPTEMBER 5, 2007**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE THE  
PROPERTY AT 541-543 GOODLOE STREET FOR THE ANN STREET  
ACQUISITION PROJECT**

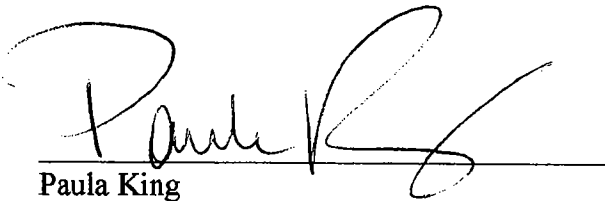
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It is necessary for the government to purchase 541-543 Goodloe Street for the construction of the road extension for the Bluegrass-Aspendale Project. This project is funded by the Urban Development Action Grant (UDAG) Repayment fund, which is program income received from closed out UDAG projects. The homeowners Thomas Coffey and Linda Searight are deceased. Their heirs Thomas W. Coffey Jr., Jamie & David Richardson, James Coffey, Charles Coffey, Thomas Wendell Coffey, Mark & Edith Givens, James Searight Jr. Felicia & Enrico Robinson, Candy Givens, Mary Thomason, Doris Searight and Joan T. Brown have accepted the offer at the Fair Market Value of \$6,000.00.

Sufficient funds are budgeted in the following account:

3300-160201-0001-90111-1992-UDAG REPAYMENT-DEFAULT

Council authorization to purchase the property is requested.



Paula King  
Director

F:\WP51\HCD\BG ASPENDALE BLVD\OFFER TO PURCHASE\bs541-543Goodloe.doc





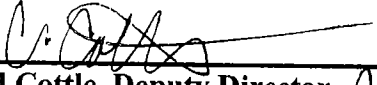

432-07

Mayor Jim Newberry

Division of Computer Services

## MEMORANDUM

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

**FROM:**   
Chad Cottle, Deputy Director   
Division of Computer Services

**DATE:** August 14, 2007

**RE:** Annual Service Agreement with CSI International

This is a request for Council authorization for the annual Support Services Agreement between LFUCG and CSI International for TCP/IP Software allowing file transfer from Mainframe to Network in the Division of Computer Services. CSI required a new contract after the purchase of our new z/890 Mainframe during FY07. Maintenance dollars were budgeted for FY08. We are requesting the Mayor's signature on the attached agreement forms.





479-07

Mayor Jim Newberry

Division of Revenue

To: Mayor Jim Newberry  
Joe Kelley  
Urban Council Members

From: Kyna Koch *Kyna Koch*

Date: September 4, 2007

Subject: Approval of Billing and Collection Service contract with KAWC

In 1996 and 1997, Lexington Fayette Urban County Government entered into agreements with Kentucky American Water Company for sewer user and landfill user fee billing and collection services. Over the last ten years, the collection rate has risen from the 95 % rate LFUCG experienced when billing the user fees to a 99% collection rate with KAWC.

In the course of converting to a new billing software, KAWC established numerous new water accounts without properly billing for sewer user fees. LFUCG staff and KAWC staff worked closely to identify the missed billings and KAWC remitted the underbilling to LFUCG in 2006.

The attached renewal agreements include a new procedure for processing all new water accounts to determine their applicability for sewer user and/or landfill user fees. The agreements reflect new rates of \$.622 per sewer user account and \$.316 per landfill user account. As in previous agreements, an annual adjustment based on the Consumer Price Index for All Consumers will apply.

I recommend continuing the relationship with KAWC and the approval of the attached agreements.

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**AGREEMENT**

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 ("Government"), and **KENTUCKY-AMERICAN WATER COMPANY**, with offices located at 2300 Richmond Road, Lexington, Kentucky 40502 ("Water Company").

**RECITALS:**

**WHEREAS**, the Government is the operator of the sanitary sewer system and appurtenances thereto serving Fayette County, Kentucky; and

**WHEREAS**, the Government has established charges for sanitary sewer services rendered to its customers based upon water usage by such customers and bills such charges on a periodic basis to its customers so served; and

**WHEREAS**, the Government is obligated to collect delinquent sanitary sewer service charges from its customers so served; and

**WHEREAS**, Chapter 96 of the Kentucky Revised Statutes permits the Government to enforce collection of rates and charges for the use of sewer facilities by requiring that water service be discontinued until payment is made or some satisfactory arrangement is reached; and

**WHEREAS**, the Water Company is engaged in the business of providing water service to substantially the same area and customers as are served by the Government and the Water Company is in a position to supply to the Government the customer information the Government requires to compute and monitor collection of its sanitary sewer service charges and to terminate water service for reason of delinquency in the payment of any sanitary sewer service charge by a customer of the Government; and

**WHEREAS**, the Water Company is authorized, pursuant to Chapter 96 of the Kentucky Revised Statutes, to enter into an agreement with the Government for the termination of water service and discontinuance of the supply of water from its system to any premises at which the sanitary sewer service charge for sanitary service supplied by the Government are unpaid; and

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**WHEREAS**, the Government has requested the Water Company to perform billing, accounting, and collecting for sanitary sewer service customers of the Government including the termination of water service for reason of delinquency in the payment of any sanitary sewer service charge and to reconnect such water service upon all charges, including any reconnect charges, being paid by the sanitary sewer customer; and

**WHEREAS**, the Water Company is willing to furnish the requested customer and water usage data to the Government, to perform billing accounting and collecting for sanitary sewer service customers of the Government and to disconnect and reconnect such service, all pursuant to and subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the Recitals which are a material part of this Agreement, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

#### **A. BILLING, ACCOUNTING AND COLLECTING**

1. The Government and the Water Company shall exchange the following information monthly:

(a) By the second business day of the month following the month to which the list relates, the Government shall provide a list of all properties for which sanitary sewer services have been made available for that month.

(b) By the second business day of the month following the month to which the list relates, the Water Company shall provide a list of all service orders establishing new water services in all service regions for that month.

(c) The Government shall return to the Water Company a copy of the list provided pursuant to subsection (b) above with each entry categorized as sewer, non-sewer or unknown.

(d) With respect to those listings categorized pursuant to subsection (c) above as unknown, the parties shall work together to determine the sewer status of such listings.

2. With respect to all properties from list (a) above which are receiving water service, and all properties from list (b) above which are categorized as sewer, the Water Company shall designate and cause such accounts to be identified on the Water Company's computer records as joint accounts subject to billing for sanitary sewer service charges ("Joint Account"). The Water Company shall bill all such Joint Accounts for sanitary sewer service charges on behalf of the Government at the rates provided to it by the Government pursuant to Paragraph A(4).

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(a) Accounts involving exclusion adjustments will be billed at 100% of the customer's usage. The Government will calculate and approve exclusion credits for these accounts monthly or quarterly based on the exclusion information provided by the customer. The Government will transmit the credit information, by e-mail or facsimile, to the Water Company and the Water Company will enter the exclusion credits on the customer's account and bill accordingly.

(b) Accounts involving extra strength adjustments will be billed by the Water Company, with adjustments being based on information provided by the Government. The information required for adjustments will be provided in a spreadsheet format which lists the account name, Water Company identification number (currently premise number)(hereinafter "i.d. number"), adjustment period and adjustment amount. The Water Company will place a debit on the customer's account to be billed during the next billing cycle.

3. The Water Company shall be responsible for the sanitary sewer customer billing, accounting and collecting for only those users of the sanitary sewer system of the Government identified pursuant to Paragraph A(1) above, and only during the term of this Agreement.

4. The Government shall, prior to the commencement of billing, accounting and collecting services by the Water Company pursuant hereto, furnish the Water Company with the ordinance or ordinances establishing the rate or rates to be charged for sanitary sewer services, including both the flat and metered rates. The Government will notify the Water Company of any revisions of such rates which will be accommodated and back billed if necessary. In no event shall the period between notice of the rate change and implementation for billing purposes be more than sixty (60) days.

5. The sanitary sewer customers to be billed by the Water Company pursuant hereto shall be billed on a cycle which is the same as the Water Company uses for the billing of its water service customers.

6. The Water Company shall administer the accounts of the Government and prepare a bill for water service that includes a bill for all customers of the Government receiving sanitary sewer service subject hereto in accordance with the regular and periodic billing procedure followed by the Water Company in the billing of its customers receiving water service. The Water Company agrees to observe the same diligence, policies and procedures in the billing, accounting and collecting of the sanitary sewer accounts subject hereto as it uses in administering the billing, accounting and collecting of its water service accounts, including but not limited to establishment of payment plans, preparation and mailing of delinquent notices, procedures for the handling of medical situations, reconnects and removal of meters. The Water Company reserves the right to change its billing procedures, including the billing frequency, with at least a 90 day notice of execution.

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7. In the case of Joint Accounts, the Water Company and the Government will take whatever action is necessary to have sanitary sewer service and the liability therefor placed in the same person/name as is the water service for such account. An example of this requirement would be in the case of rental property, where the landlord is billed instead of the tenant(s) or vice versa.

8. Water bill adjustments which directly relate to the quantity of water discharged into the sanitary sewer system shall be made by the Water Company, accepted by the Government and recognized in determining the billing for sanitary sewer charges, excluding, however, any exclusion credits. The Water Company shall make any other adjustment requested, in writing (which may include a facsimile or an e-mail), by the Government, for the next billing cycle(s) and until such adjustment has been made in full.

9. (a) The Water Company shall (i) calculate, as set forth above, the applicable sanitary sewer charges for each of the Government's sanitary sewer customers identified pursuant to Paragraph 1; (ii) print a water bill including the sanitary sewer service bill therefore, and (iii) deposit such bill in the United States mail,. If it does not interfere with the Water Company's requirement for messages and within space limitations, the Water Company shall include on the invoice a message upon the Government's request, and include an informational insert one time per year. The cost of the insert and handling costs will be at the Government's expense and must be designed to meet the weight, dimension and fold requirements of the Water Company. In addition the Government agrees to use the printers designated by the Water Company.

(b) In addition to the calculation of sanitary sewer service charges as set forth herein, the Water Company shall calculate the applicable state sales and use tax and include same on the bill to customers.

10. All of the Government's sanitary sewer service charges, plus any and all applicable federal, state or local sales, use or other tax, which is currently in effect or which may be imposed during the term of this Agreement, paid by its customers, will be collected and receipted by the Water Company and the Water Company shall transmit to the Government, on a daily basis, the collected balance from the preceding business day. The Government shall be solely responsible for filing any necessary and related tax forms and remitting amounts due to the appropriate taxing entities, subject to any errors in calculation, collection, or transmission by the Water Company. Any reconnect fees, returned check fees, or other fees which may be imposed by the Water Company during the term of this Agreement which are charged to and collected from customers, shall be retained by the Water Company.

11. The Water Company shall maintain accounts receivable data for the Government's customers charged a sanitary sewer service charge. The Water Company shall provide the Government with on-line, read only access to the Water Company database for the purposes of accessing individual sanitary sewer service charge billing

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and payment information by any one of the following: name, service address, i.d. number. On request by the Government, the Water Company shall run queries related to sanitary sewer service charges on the Water Company computer which will be transmitted to the Government and may be subject to additional fees. The Water Company will provide a Contract Billing Transaction Report and summary for the sanitary sewer service charges and appropriate taxes. This summary shall include the beginning balances, adjustments, payments, billings, write-offs, and ending balances. A monthly summary report shall also provide totals of receivables over thirty (30) days and over ninety (90) days. An aging listing for each account over thirty (30) days and over ninety (90) days shall also be provided monthly. These reports will be available for review through Online Account Manager. The Water Company will also provide a business analysis explaining the billing variances from the previous month's or previous year's figures using any one or all of the following in this order: 5% difference in the number of bills issued; three (3) days difference in the average number of billed days; 4% difference in the amount of billed sewer revenue.

12. The Water Company shall provide a semi-annual data set match beginning six (6) months after the commencement of this Agreement, said report to be delivered to the Government by the seventh (7th) day of the month following the last month to which such reports relate. That reconciliation will specifically assure that any billing address for which sanitary sewer service charges are being billed lies within the urban service district. This data set match shall be provided in the form of an electronic data file in an industry standard format.

13. The cost of the communication line(s) will be borne equally by both parties. The Water Company and the Government shall each be responsible for their own costs incurred for equipment housed in their respective offices. The Water Company and the Government shall each designate one individual located at their respective Lexington offices as liaison whose primary duties shall be to assist in the implementation of the terms of this Agreement by assisting with the transmission of information required by the Agreement, by overseeing the monthly reports and providing an analysis and explanation of any billing variances, and by responding to questions or requests for information from the public and by informing eligible customers of the assistance program established in Section 16-59.1 of the Code of Ordinances.

14. The Water Company shall shut off water service for non-payment of sanitary sewer service charges and applicable taxes and pursue the collection of delinquent accounts, observing the same diligence, policies and procedures in such shut off situations and collections as it uses in terminating its water service accounts. Pursuing collection of delinquent accounts shall include, but is not limited to, transferring such accounts to a collection agency and filing proofs of claim in bankruptcy actions. The Government, upon seven (7) days written notice, may assume the collection responsibility for any sanitary sewer service account. Further, the Water Company shall restore water service observing the same diligence, policies and procedures as it uses in restoring water service accounts.

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15. For purposes of this Agreement, the water service and sanitary sewer service charges shall be considered one unified bill which must be paid in full or which must be the subject of a suitable payment plan in order to prevent termination of water service or collection efforts. Any payment received by the Water Company which is not adequate to pay the bill in full or any payment according to a payment plan, shall be applied first to the water service portion of the bill. After application of the payment to the water service portion of the bill, any remaining amounts will be applied first to the disposal fees portion of the bill and then to the sewer user fee.

16. In consideration of the services to be provided to the Government by the Water Company pursuant hereto, the Water Company will issue an invoice to the Government within fourteen (14) days of the close of each month. The bill will be payable within ten (10) days of receipt. The invoice is to include calculations supporting the invoiced amount based on a charge for each Joint Account billed the prior month as follows:

(a) The charge for each Joint Account billed from and including the effective date of this Agreement shall be sixty-two and two-tenths cents (\$.622), subject to the provisions of subparagraph (b) below.

(b) Requests for payment should be accompanied by a summary of the number of accounts billed. Said charges shall be adjusted each October 1 beginning on October 1, 2008, by an amount based upon the Consumer Price Index for All Urban Consumers, the U.S. City Average ("CPI-u") published monthly by the Bureau of Labor Statistics. The amount to be charged per bill shall be adjusted up or down by a factor determined by averaging the monthly CPI-u published for the twelve-month period ending, and including, August of the year before the October 1 adjustment. Upon termination of the Agreement by either party as set forth in paragraph 16 herein, the Water Company shall be compensated only for the services provided to the effective date of the termination.

## **B. CUSTOMER AND WATER USAGE DATA**

17.1 During the term of this Agreement the Water Company will make available online to the Government the "Billed Services by Premise" report. This information is relative to all current and newly discontinued Water Company customer accounts for Fayette County, Kentucky:

- (a) Customer i.d. number
- (b) Customer name and address
- (c) Revenue class code

- (d) Billing period (service code)
- (e) Previous and current reading dates
- (f) Previous reading, out reading (if applicable)
- (g) Set reading (if applicable), current reading
- (h) Current consumption (usage)
- (i) Past 12 consumptions (if applicable)
- (j) Indicator if reading was estimated
- (k) Accounts receivable inquiry
- (l) Customer status inquiry

17.2. The Water Company shall furnish the Government with on-line access to the following:

- (a) New accounts (new home or building)
- (b) New customer (change of occupant)
- (c) Terminated or transferred accounts
- (d) Totals of receivables more than thirty (30) days with an aging listing
- (e) Service orders establishing new services in all service regions

18. The Government shall have the right, at the Government's request, to perform an audit on site by qualified personnel agreed on by both parties of any records required to determine the accuracy of billing services, accounting, and monthly reports as provided pursuant to this Agreement.



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### **C. MISCELLANEOUS PROVISIONS**

19. The term of this Agreement shall be for a period of four (4) twelve (12) month periods beginning on October 1, 2007, subject to sufficient funds being appropriated in each applicable fiscal year by the Government. This Agreement will automatically renew at the end of the initial term, and thereafter at the end of each twelve-month renewal term, upon the same terms and conditions, subject to the provisions of paragraph 16 and subject to sufficient funds being appropriated in the applicable fiscal year by the Government, unless either party provides written notice no later than ninety (90) days prior to the expiration of each term submitting a written proposal containing such terms and conditions to the other party. Either party to this Agreement may terminate the agreement for any reason upon one hundred and eighty (180) days written notice to the other party at the addresses first above written.

20. This Agreement shall be construed to be applicable to only the parties hereto and shall not confer any rights, privileges, or obligation on any third party, including customers of the Water Company and/or the Government.

21. The water service terminated pursuant to this Agreement shall not be restored until all charges, taxes and reconnect fees have been paid or until suitable payment arrangements have been made by the sanitary sewer service customer, but shall be restored thereafter as soon as practicable.

22. In accordance with KRS 96.942, the Water Company shall incur no liability by reason of discontinuing water service pursuant to this Agreement except to the extent of its own negligence or other improper conduct. The Water Company agrees to indemnify, hold harmless and defend the Government, its elected and appointed officials, employees, agents and successors in interest from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney fees, imposed upon or incurred by or asserted against the Government by reason of the intentional or negligent acts, or other improper conduct on the part of the Water Company, its contractors, agents or employees.

The Government agrees to defend, indemnify and hold harmless the Water Company, its employees, agents and successors in interest from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney fees, imposed upon or incurred by or asserted against the Water Company by reason of the intentional or negligent acts, or other improper conduct on the part of the Government, its contractors, agents or employees.

23. In accordance with KRS 96.943, in the event the Water Company wrongfully fails or refuses to discontinue water service pursuant to this Agreement and continues such failure or refusal for a period of thirty (30) days after receipt of written notice from the Government to do so, the Water Company shall be liable to the Government for any

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amount due from the sewer user involved.

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

25. This Agreement has been entered into and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

26. After the agreement is executed by both parties, the Water Company will file the agreement with the Kentucky Public Service Commission. It is agreed and understood by the parties hereto that the provisions of this Agreement shall not become effective on October 1, 2007, unless it is filed with the Commission.

27. This Agreement is the entire agreement between the parties and may not be amended, modified or revised except by a written instrument signed by each of the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates hereinafter set forth, but to be effective as of October 1, 2007.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

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

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

KENTUCKY-AMERICAN WATER COMPANY

BY: \_\_\_\_\_  
NICK O. ROWE  
PRESIDENT

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

REB/00131602



483-07

Mayor Jim Newberry  
Division of Water and Air Quality

TO: Mayor Jim Newberry  
Urban County Council

FROM: Charles H. Martin, Director *CHM*  
Division of Water and Air Quality

DATE: September 6, 2007

SUBJECT: Appropriation of Funds

The Division of Water and Air Quality requests approval of the appropriation of funds to Lincoln General Insurance Company to cover costs incurred under the original contract between LFUCG Division of Water and Air Quality (formerly Sanitary Sewers) and JGK Pipeline Services.

JGK Pipeline Services filed bankruptcy while under contract with LFUCG and their bonding company Lincoln General Insurance Co. is attempting to pay all remaining costs to the subcontractors involved using the \$119,576.25 available on P.O. LF 00005148. Please find attached the Hold Harmless Agreement between Lincoln General Insurance Company and the Lexington-Fayette Urban County Government.

There are sufficient funds budgeted in 4003 303408 3462 92812 to cover this request. The funds were originally designated to JGK Pipeline Services, Inc. in Purchase Order LF00005148. This PO will be deleted and a new PO created in the name of Lincoln General Insurance Company using the above mentioned accounting string in the amount of \$119,576.25.

Cc: Rick Day, Construction Manager Division of Water and Air Quality

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## HOLD HARMLESS AGREEMENT

This Agreement is entered into between **Lincoln General Insurance Co.** ("Lincoln General"), a corporation organized and existing under the laws of the state of Pennsylvania and the **Lexington-Fayette Urban County Government** ("the Urban County Government"), a municipal organization organized and existing under the Commonwealth of Kentucky. Lincoln General and the Urban County Government will together be referred to as the "Parties."

### **I. RECITALS**

- A. Lincoln General is licensed to write surety bonds in the Commonwealth of Kentucky.
- B. Lincoln General issued two surety bonds on behalf of JGK Pipeline Services, Inc. ("JGK Pipeline") for projects for the Urban County Government. Surety Bond No. SUR 016671 was for the Wolf Run Project ("the Wolf Run Bond") and Surety Bond No. SUR 009844 was for the Gardenside Sewer Project ("the Gardenside Bond"). JGK Pipeline was the contractor for both the Wolf Run Project and the Gardenside Project, and was the principal under both the Wolf Run Bond and the Gardenside Bond.
- C. Each bond covered the performance of the work by JGK Pipeline for the Urban County Government and the obligation of JGK Pipeline to pay the subcontractors, materials suppliers and laborers for work on the respective projects.
- D. JGK Pipeline has failed to complete the remaining work on the Wolf Run Project and has failed to pay known claimants on the Wolf Run Project. JGK Pipeline has completed the work on the Gardenside Project but has failed to pay known claimants on the Gardenside Project. JGK Pipeline is not able to pay all of the subcontractors, material suppliers and/or laborers for goods or services provided for completion of the work on the Wolf Run and Gardenside Projects.

E. To date, Lincoln General has received claims from various subcontractors, materials suppliers and/or laborers (the "Known Claimants") on both the Wolf Run and Gardenside Sewer Projects, and such list is attached hereto as Exhibit A. As of the date of this Agreement, there are five Known Claimants who have presented valid claims on the Wolf Run and Gardenside Sewer Projects.

F. To resolve these claims, Lincoln General has reached agreements with the Known Claimants and has paid each of them the full amount that they were owed. On the Wolf Run Project, Lincoln General paid the following: ATS Construction - \$3,545.34, J.M. Industries, Inc. - \$54,253.40, Masterliner, Inc. - \$28,998.09, Mississippi Textiles Corporation - \$32,955.40, Harrod Concrete & Stone Co. - \$6,681.00. On the Gardenside Sewer Project, Lincoln General paid the following: J.M. Industries, Inc. - \$72,283.40, Masterliner, Inc. - \$12,204.65. Masterliner may still be owed an additional \$6,000.00 on the Gardenside Sewer Project. To date, Lincoln General has paid out \$210,921.28 to the Known Claimants to settle their claims. Copies of these checks are attached as Exhibit B.

G. In exchange for paying the Known Claimants, the Known Claimants have assigned their claims to Lincoln General. A copy of these Releases are attached as Exhibit C.

H. The Urban County Government has remaining contract funds payable on the Wolf Run Project and Gardenside Project and is willing to use these funds to repay Lincoln General for paying the Known Claimants.

I. The Urban County Government is willing to non-perform the remaining work on the Wolf Run Project through the use of a deductive change order.

J. The Urban County Government wants to avoid the potential risk of having competing claims to the remaining contract funds from such entities as claimants other than

those currently known, a secured lender for JGK Pipeline, taxing authorities or JGK Pipeline itself.

## **II. AGREEMENT**

A. Subsequent to the execution of this Agreement, the Urban County Government will release the remaining contract funds for the Gardenside Sewer Project and the Wolf Run Project to Lincoln General to reimburse Lincoln General for paying the Known Claimants who performed work or provided services on the Gardenside Sewer Project or the Wolf Run Project but were not paid by JGK Pipeline.

B. Lincoln General has and will continue to process the claims that it receives by reviewing the claims, obtaining appropriate supporting information and securing comments or objections from JGK Pipeline to such claims. Lincoln General will make reasonable efforts to work with JGK Pipeline to confirm the amounts due and owing and will report those amounts to the Urban County Government.

C. In the event that the remaining contract funds are not adequate to satisfy the known and future claims on either bond, Lincoln General will honor its obligations under the surety bonds that it has issued to satisfy legitimate claims.

D. Once the contract funds are fully dispersed, Lincoln General shall have exclusive discretion as to which claimants to pay and in what the amount should be.

E. The Urban County Government will cooperate with Lincoln General in providing the books and records necessary to confirm the amount of the remaining contract funds on the Wolf Run Project and the Gardenside Sewer Project.

F. In consideration for the Urban County Government making the remaining contract funds available to reimburse, in part, Lincoln General for paying the Known Claimants

on the Wolf Run Project and the Gardenside Sewer Project, Lincoln General shall hold the Urban County Government harmless from any claims that may be asserted by a person or entity with a valid claim under either the Wolf Run Bond or the Gardenside Bond, JGK Pipeline, any financial institution or any federal or state taxing authority (except the Urban County Government itself) that claims that it has a secured or priority interest in the contract funds by virtue of a security interest in accounts receivable or tax lien.

G. The Parties agree to pay their own respective attorneys' fees and costs.

H. The Parties agree that nothing contained in this Agreement constitutes an admission of liability as to the obligation of either the Urban County Government or Lincoln General to pay any alleged claim arising from either the Wolf Run Project or the Gardenside Sewer Project.

I. The Parties agree that they have entered into this Agreement solely in the interest of resolving all claims brought by subcontractors, materials suppliers or laborers against JGK Pipeline for the Wolf Run Project and/or Gardenside Sewer Project and to have an orderly process for the use of the remaining contract funds owing on such projects to satisfy valid claims of subcontractors, material suppliers and/or laborers.

J. This Agreement constitutes the entire Agreement between the Parties, and shall not be amended except in writing signed by the Parties.

K. The Parties acknowledge that each has been represented by counsel in this matter, and, for purposes of the rule of contract interpretation that construes a document against its drafter, the Parties agree that no party hereto nor its counsel shall be considered the drafter of the Agreement.

L. This Agreement shall be governed and interpreted according to Kentucky law and enforced in the state or federal courts located in Lexington, Kentucky.

**Lexington-Fayette Urban County  
Government**

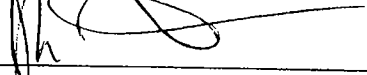
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Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lincoln General Insurance Co.**

 \_\_\_\_\_

Printed: John Northrup

Title: Surety Claim Representative

Date: 8/10/07





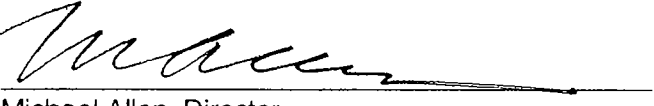
486-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Human Resources

## MEMORANDUM

**TO:** Mayor Jim Newberry  
Senior Advisor Joe Kelly  
Councilmembers

**FROM:**   
Michael Allen, Director  
Division of Human Resources

**DATE:** September 11, 2007

**SUBJECT:** Contract for Flu vaccinations for all LFUCG Employees

Attached please find a contract for flu vaccinations for all LFUCG employees with Kroger Limited Partnership I. Kroger has agreed to supply flu vaccine and administer vaccinations to all eligible LFUCG employees, beginning October 15, 2007 thru December 31, 2007.

The cost per vaccination is \$22.00. This cost will be paid by LFUCG.

Log # 08-0022



488-07

Mayor Jim Newberry

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

## MEMORANDUM

To: Mayor Jim Newberry  
Urban County Council

From: Robert Bayert, P.E. *RAB*  
Engineering Section Manager

Date: September 10, 2007

Re: Fiber Optic Cable to the Kentucky Horse Park

On July 5, 2007, the Urban County Council passed Resolution Number 359-2007, as follows:

**359-2007 – A Resolution authorizing the Mayor to execute an Agreement with Commonwealth of Ky. Transportation Cabinet, Dept. of Highways, for installation of fiber optic cable and conduit along portions of Newtown Pike and Iron Works Pike and providing for reimbursement of the Cabinet by the Urban County Government in an amount estimated to be \$342,234.25 under a future reimbursement resolution.**

Recent discussions with potential users at the federal, state and local levels have indicated that the fiber optic cable will not be necessary to provide for security or communications during the Alltech World Equestrian Games or for communications with any fire station that may be located on the Kentucky Horse Park grounds.

We therefore recommend rescinding Resolution Number 359-2007.

C: Kimra Cole  
Don C. Kelly  
Robert Starkweather  
Don Lawson, P.E., KYTC

2008.P498.400.RescindFiberMemo

HORSE CAPITAL OF THE WORLD

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489-07

Mayor Jim Newberry

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
Division of Engineering

## MEMORANDUM

To: Mayor Jim Newberry  
Urban County Council

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

Date: September 10, 2007

Re: US 68 Maintenance Agreement

In the course of constructing recent improvements to US 68 in southern Fayette County, the Kentucky Transportation Cabinet also made improvements to roads paralleling and intersecting US 68, such as Higbee Mill Road. Construction of improvements to these side roads also required the Cabinet to obtain right of way beyond what was needed for improvements to US 68.

Their project is now complete and KYTC desires to transfer to LFUCG the roadways and excess right of way outside the immediate US 68 corridor. The facilities involved are local in nature and are deemed to more logically fit within our local street system rather than the state highway system.

The attached agreement and exhibits delineate the subject roads and right of way. The Division of Engineering recommends execution of the agreement and the transfer of ownership and maintenance responsibilities.

MAR:RAB:WW

2008.1000.116.US68MaintAgree

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489-07

**MAINTENANCE AGREEMENT  
US 68 (Harrodsburg Road)**

This maintenance agreement is between the Kentucky Transportation Cabinet, KYTC, and the Lexington Fayette Urban County Government, LFUCG.

In conjunction with the reconstruction and widening of US68 (Harrodsburg Road), from 4800 feet south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County, a distance of 5.643 km (3.507 miles), several county roads and/or city streets in the Fayette County section of the project from the Jessamine/Fayette County Line to Man O' War Boulevard a distance of 2.679 km (1.665 miles) were reconstructed beyond the normal right-of-way of the project to provide improved vertical and horizontal geometric intersections with US68. These roads and streets are shown on the enclosed plan sheets of Project FD52 057 0068 011-013 C and FD52 034 0068 000-002 C, and are described as follows:

Dogwood Trace Boulevard, from right approximate US68 Station 4+405.658, extending southeast a distance of a distance of 16 meters (52.5 feet) to where reconstructed Dogwood Trace Boulevard ties into existing , Dogwood Trace Boulevard at Dogwood Trace Boulevard Station 2+035.8 meters. See Sheets 19 and 21.

Overlake Boulevard, from left of approximate US68 Station 4+405.935, extending west a distance of approximately 13 meters (42.7 feet) to where reconstructed Overlake Boulevard ties into existing Overlake Boulevard at Overlake Boulevard Station 1+970 meters. See Sheets 19 and 21.

Higbee Mill Road, from right approximate US68 Station 5+588.000 meters, extending southeast a distance of approximately 260 meters (853 feet) to where reconstructed Higbee Mill Road ties into existing Higbee Mill Road at Higbee Mill Road Station 2+280 meters. See Sheets 25 and 35.

Palomar Boulevard, from left approximate US68 Station 6+029.664 meters, extending northwest a distance of approximately 12 meters (39.4 feet) to where reconstructed Palomar Boulevard ties into existing Palomar Boulevard at Palomar Boulevard Station 1+972.074 meters. See Sheet 29.

Firebrook Boulevard, from right approximate Military Pike Station 1+760.171 meters, extending south a distance of approximately 24.1 meters (79.1 feet) to where reconstructed Firebrook Boulevard ties into existing Firebrook Boulevard at Firebrook Boulevard Station 2+029.5 meters. See Sheet 33.

489-07

## MAINTENANCE AGREEMENT US 68 (Harrodsburg Road)

Additionally, several approach roads were constructed outside of the normal right-of-way of the new facility to provide access to other city streets and/or county roads. These function as local streets, and do not fit logically into the Transportation Cabinet's State Primary Road System. These roads are also denoted on the enclosed plans sheets and further described as follows:

Military Pike Access Road, from a point 100 meters (328 feet) left of approximate US68 Station 5+040 meters, at Military Pike Station 1+900 meters extending east and north a distance of approximately 149.13 meters (489.3 feet) to where Military Pike Access road ties into the south end of the existing stone bridge over the South Elkhorn Creek at Military Pike Access Station 1+845.470 meters excluding the permanent drainage easement from right Military Pike Access Road Station 1+930 to Station 1+942.123 since the KYTC will maintain the drainage within the limits of this permanent easement. See Sheets 23 and 33). The KYTC will be responsible for maintaining the 3000mm x 1800mm RCBC (10' x 6' RCBC) and headwalls from right Military Pike Station 1+937 to right Military Pike Access Road Station 1+937 a distance of approximately 104 meters (341 feet). The LFUCG has granted permission to the KYTC to provide future maintenance of the RCBC without acquiring a consent and release from the LFUCG.

The KYTC will agree to reimburse the LFUCG for the installation of safety fence on a 600mm (24") concrete headwall per LFUCG specifications located at approximately 14 meters (45.9 feet) right Frontage Road No. 2 Station 1+880 in order for the LFUCG to takeover the maintenance responsibilities on Frontage Road No. 2. The KYTC reimbursement to the LFUCG shall not exceed \$2000. All future costs for maintaining this fence shall be the responsibility of the LFUCG.

Olde Bridge Lane, from right Military Pike Access Station 1+955.001, extending west a distance of 63.29 meters (207.6 feet) to the existing stone columns at Olde Bridge Lane Station 1+933.108 meters. See Sheet 33.

Additionally some frontage road and access roads were constructed to provide access to one or more property owners, and function more as city streets or county roads and do not fit logically into the Transportation Cabinet's State Primary Road System. They are denoted on the enclosed plan sheets and are described as follows:

Frontage Road No. 1, from the southern end at Frontage Road No. 1 Station 1+684 and being right approximate US68 Station 4+729 and being approximately 24 meters (78.7 feet) south of the northern property line of Eugene and Margaret Camic extending north a distance of 362 meters (1187.6 feet) to the northern end at Frontage Road No. 1 Station 2+046 and being right approximate US68 Station 5+089 and being approximately at the southern property line of Jeffrey and Jenny Stringer. See Sheets 21 and 23.

**MAINTENANCE AGREEMENT  
US 68 (Harrodsburg Road)**

Frontage Road No. 2, from left approximate US68 Station 5+588.000 extending west and then southwest a distance of approximately 314 meters (1030.2 feet) to Frontage Road No. 2 Station 1+670, then continuing south along Old Harrodsburg Road a distance of approximately 174 meters (570.9 feet) to the south end of the existing stone bridge over South Elkhorn Creek and being the beginning of Military Pike Access Road Station 1+845.470 including Bowmans Mill Road approximately 20 meters (65.6 feet) west of Old Harrodsburg Road. See Sheets 23 and 25.

Access Road No. 2, from right Higbee Mill Road Station 2+158, extending west a distance of approximately 35 meters (114.8 feet) to property line of Waits and Moore Limited Partnership. See Sheet 35.

Higbee Mill Access Road, from right Access Road 2 Station 2+021.810 meters, extending northwest a distance of approximately 65 meters (213.3 feet) to property line of Riggs and Mullis including the permanent drainage easement from left Higbee Mill Access Road Station 2+053 to Station 2+067. See Sheet 35.

Upon completion and acceptance by the Kentucky Department of Highways, Division of Construction, the Lexington Fayette Urban County Government (LFUCG) agrees to maintain or cause to be maintained the aforementioned facilities which continue to be public facilities and which are within the jurisdiction of LFUCG. In accordance with Kentucky Transportation Cabinet policies concerning maintenance of county roads and city streets, where county roads intersect state maintained facilities, we will maintain the locally maintained facility to the shoulders of the state maintained route. We also understand that we will receive ownership of these facilities by quitclaim deed from the Commonwealth of Kentucky for the portions of right-of-way of this new facility.

\_\_\_\_\_  
Jim Newberry  
Mayor  
Lexington Fayette Urban County Government

\_\_\_\_\_  
Date



451-07

Mayor Jim Newberry

Division of Community Development

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

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

**DATE: SEPTEMBER 10, 2007**


**SUBJECT: AUTHORIZATION TO PURCHASE WEBEOC SOFTWARE FROM  
PHOENIX DISASTER SERVICES, LLC, A SOLE SOURCE VENDOR**

The Lexington-Fayette Urban County Government accepted federal funds on July 12, 2005 (Ordinance # 210-2005) for the continuation of the Metropolitan Medical Response System (MMRS). The approved grant award provided for the purchase of medical disaster management software. The Division of Environmental and Emergency Management has selected WebEOC from Phoenix Disaster Services, LLC, (sole source), because of its use by Kentucky Department of Public Health, Metro Louisville's Emergency Management Agency, and other agencies. Lexington's use of the same software will provide for statewide interoperability in the event of a mass casualty incident.

Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCOUNT	AMOUNT	BUD REF	PROJECT
3200	505205	0001	71200	8,500	2006	MMRS
3200	505205	0001	96200	71,350.30	2006	MMRS

Council authorization to approved the purchase of WebEOC software from Phoenix Disaster Services, LLC is hereby requested.

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

**Xc: Tim Bennett, Commissioner of the Department of Public Safety**





478-07

Mayor Jim Newberry

Division of Revenue

To: Mayor Jim Newberry  
Joe Kelley  
Urban Council Members

From: Bill O'Mara *WPS*

Date: August 31, 2007

Subject: Clarification of Insurance Premium License Fee Rate

Please approve the attached amendment to the Code of Ordinance related to the insurance premium license fee. The amendment is intended to clarify that the rate of five (5) percent is applied to all lines of insurance.

Please let me know if you have any questions or need additional information.

Cc: Kyna Koch



478-07

ORDINANCE NO. \_\_\_\_\_-2007

AN ORDINANCE AMENDING SECTION 13-44(2) OF THE CODE OF ORDINANCES TO SPECIFY A TAX RATE OF FIVE (5) PERCENT ON ALL INSURANCE COMPANIES BASED UPON THE PREMIUMS OF POLICIES OTHER THAN LIFE INSURANCE.

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

Section 1 - That Section 13-44(2) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows.

- (2) Pursuant to KRS 91A.080(3) and 806 KAR 2:090, et seq., the urban county government imposes a license fee of five (5) percent upon any insurance company with respect to any policy which is not a life insurance policy based upon the premiums actually collected by the company within each calendar quarter on risks located within the corporate limits of the urban county government on those classes of business which the company is authorized to transact, less all premiums returned to policyholders. In determining the amount of license fee or tax to be collected and to be paid to the urban county government, the insurance company shall use the tax rate effective on the first day of the policy term. When an insurance company collects a premium as a result of a change in the policy during the policy term, the tax rate used shall be the rate in effect on the effective date of the policy change. With respect to premiums returned to policyholders, the license fee or tax shall be returned by the insurance company to the policyholder pro rata on the unexpired amount of the premium at the same rate at which it was collected and shall be taken as a credit by the insurance company on its next quarterly report to the urban county government. Such license fee imposed upon premium receipts shall not include premiums received for insuring employers against liability for personal injuries to their employees, or the death of their employees caused thereby, under the provisions of the Workers' Compensation Act.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

REB/00131198



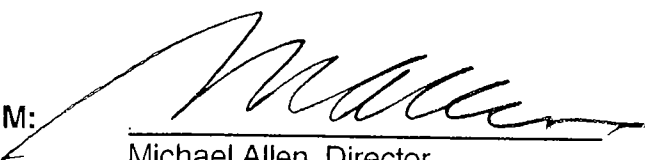
484-07

Jim Newberry, Mayor

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
Division of Human Resources

## MEMORANDUM

TO: Mayor Jim Newberry  
Joe Kelly, Senior Advisor  
Councilmembers

FROM:   
Michael Allen, Director  
Division of Human Resources

DATE: September 11, 2007

RE: **Reclassify Position-Division of Community Corrections**

The attached action amends Section 21-5 of the Code of Ordinances: abolishing one (1) position of Staff Assistant Senior (Grade 108N); creating one (1) position of Administrative Specialist (Grade 110N); and, reclassifying the incumbent within the Division of Community Corrections, effective retroactively to July 9, 2007.

The division requests the reclassification as a result of significant reorganization over the last several years with the increase complexity and size of the facility. As a result, many of the duties of this position have increased in complexity and scope as a result of reorganizations, new programs/services and reassignment of duties.

Based on staff analysis, which includes whole job rank, factor comparison and review by the Mercer Job Evaluation Committee, it is recommended that this position be classified as stated above.

The fiscal impact for FY2008 (25 pay periods) will be \$6,150 and will be funded from the division's operating fund. All costs include benefits.

Name	Title	Annual Salary Before	Annual Salary After	Annual Increase
Jamie Cooper	Administrative Specialist	\$35,492.12	\$40,651.52	\$5,158.40

If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

## Attachment

TS/dhf

cc: Tim Bennett, Acting Commissioner, Department of Public Safety  
Ron Bishop, Director, Division of Community Corrections  
Darrylyn Combs, Human Resources Manager, Division of Human Resources  
Jim Dodson, Human Resources Analyst, Division of Human Resources

Log # 07-1042




485-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Human Resources

## MEMORANDUM

**TO:** Mayor Jim Newberry  
Senior Advisor Joe Kelly  
Councilmembers

**FROM:**   
Michael Allen, Director  
Division of Human Resources

**DATE:** August 31, 2007

**SUBJECT:** Abolish Positions—Various Divisions

The attached action amends Section 21-5 of the Code of Ordinances, abolishing 40 vacant positions within various Divisions and also amends section 22-5 of the Code of Ordinances abolishing 25 vacant positions within various Divisions, effective retroactive to June 25, 2007.

The Attrition Committee has reviewed and recommended to Mayor Newberry that the 65 vacant positions be eliminated.

The fiscal impact will be a savings of \$1,893,500 to payroll accounts (\$1,006,750 General Fund, \$36,220 Family Care Center Fund, and \$850,530 Urban Services Districts Fund). However, there will be no overall savings as these positions were included in the budget for personnel vacancy credit (General and Urban) and will result in a reduction of Medicaid revenues (Family Care Center).

If you have questions or need additional information, please contact Tracey Stephenson at 258-3030.

Attachment

**cc:** Darrylyn Combs, Human Resources Manager, Division of Human Resources  
Jim Dodson, Human Resources Analyst, Division of Accounting

Log # 08-0029

485-07

## Lexington-Fayette Urban County Government

## Changes in Authorized Positions

Date: August 30, 2007

## AMEND SECTION 21-5 OF THE CODE OF ORDINANCES

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
Division of Fleet Services (730)								Division of Fleet Services (730)							
730.040	3	625	111N	Body & Paint Mechanic-Certified	731(3)	-----	-----	730.040	2	625	111N	Body & Paint Mechanic-Certified	731(2)	-----	-----

**Division of Parks and Recreation (760)**

760.153	4	613	108N	Equipment Operator	762(4)	-----	-----	760.153	3	613	108N	Equipment Operator	762(3)	-----	-----	-----
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**Division of Code Enforcement (580)**

580.030	11	722	113N	Code Enforcement Officer	581(11)	-----	-----	580.030	10	722	113N	Code Enforcement Officer	581(10)	-----	-----	-----
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**Division of Fire Protection (570)**

570.075	4	103	107N	Staff Assistant	571(4)	-----	-----	570.075	3	103	107N	Staff Assistant	571(3)	-----	-----	-----
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**Division of Engineering (320)**

320.070	1	105	110N	Administrative Specialist	321(1)	-----	-----	320.070	0	105	110N	Administrative Specialist	321(0)	-----	-----	-----
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**Division of Street, Roads and Forestry (330)****Division of Street, Roads and Forestry (330)**

330.045	12	635	109N	Trades Worker Senior	331(8)	-----	-----	330.045	10	635	109N	Trades Worker Senior	331(6)	-----	-----	-----
					332(4)								332(4)			
330.055	22	603	107N	Public Service Worker Sr	331(15)	-----	-----	330.055	21	603	107N	Public Service Worker Sr	331(14)	-----	-----	-----
					332(7)								332(7)			

#### Division of Waste Management (350)

350.070	149	614	109N	Equipment Operator Sr	351(80) 352(25) 354(38) 357(6)	-----	-----	350.070	129	614	109N	Equipment Operator Sr	351(60) 352(25) 354(38) 357(6)	-----	-----
350.090	1	603	107N	Public Service Worker Sr	351(11)	-----	-----	350.090	0	603	107N	Public Service Worker Sr	351(10)	-----	-----

Division of Revenue (260)

260.055	1	685	108N	Parking Meter Repair Supervisor	263(1)	*****			260.055	0	685	108N	Parking Meter Repair Supervisor	263(0)	*****	
260.067	2	100	106N	Clerical Assistant Sr.	261(2)	*****			260.067	1	100	106N	Clerical Assistant Sr.	261(1)	*****	
260.070	1	684	104N	Parking Meter Repair Worker	263(1)	*****			260.070	0	684	104N	Parking Meter Repair Worker	263(0)	*****	

**Department of Social Services (610)**

[illegible]

Division of Youth Services (650)

650 030	3	541	117E	Program Administrator	651(1) 652(1)	*****	*****	650 030	2	541	117E	Program Administrator	651(1) 657(1)	*****	*****
650 060	6	514	111E	Social Worker	657(1) 652(6)	*****	*****	650 060	5	514	111E	Social Worker	652(5)	*****	*****
650 090	1	102	104N	Clerical Assistant	657(1)	*****	*****	650 090	0	102	104N	Clerical Assistant	651(0)	*****	*****

**Division of Community Development (840)**

840 080	3	722	113N	Code Enforcement (Officer)	841(3)	-----	-----	840 080	2	722	113N	Code Enforcement Officer	841(2)	-----	-----
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Division of Police (550)

550.090	13	107N	Staff Assistant	552(13)	-----	550.090	11	103	107N	Staff Assistant	551(11)	-----
	103			-----								

#### Division of Building Maintenance & Construction (750)

[illegible]

485-07

## Lexington-Fayette Urban County Government

## Changes in Authorized Positions

Date: August 30, 2007

## AMEND SECTION 22-5 OF THE CODE OF ORDINANCES

Changes From:

Changes From:								Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
Division of Environmental & Emergency Management (520)								Division of Environmental & Emergency Management (520)							
520 003	2	948	114E	MMRS Project Coordinator	525(2)	-----	-----	520 003	1	948	114E	MMRS Project Coordinator	525(1)	-----	-----

Division of Community Corrections (540)

Division of Community Corrections (540)

540.057	20	980	000N	Community Corrections Officer-P/T	541(20)	-----	-----	540.057	0	980	000N	Community Corrections Officer-P/T	541(0)	-----	-----
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Division of Family Services (640)

Division of Family Services (640)

640.045	1	576	107N	Medical Assistant	642(1)	-----	-----	640.045	0	576	107N	Medical Assistant	642(0)	-----	-----
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Division of Community Corrections (540)

Division of Community Corrections (540)

540.010	1	986	119E	Asst Dir Community Corrections	541(1)	-----	-----	540.010	0	986	119E	Asst Dir Community Corrections	541(0)	-----	-----
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Division of Adult Services (620)

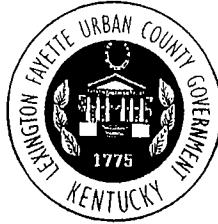
Division of Adult Services (620)

620.020	3	501	110E	Eligibility Counselor	651(3)	-----	-----	620.020	2	501	110E	Eligibility Counselor	621(2)	-----	-----
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Division of Youth Services (650)

Division of Youth Services (650)

650.021	1	555	116E	Community Intervention Special	651(1)	-----	-----	650.021	0	555	116E	Community Intervention Special	651(0)	-----	-----
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487-07

Mayor Jim Newberry

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

**MEMORANDUM**

To: Mayor Jim Newberry  
Urban County Council

From: Leigh A. Karr *Leigh A. Karr*  
Engineering Technician Principal

Date: September 4, 2007

Re: Resolution Authorizing Acceptance of Deed  
Project No: 485 – South Elkhorn Force Main Project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for a permanent sanitary sewer for the South Elkhorn Force Main Project. The deed will be from John and Janet Bricker at a cost of \$3,975.00 for the acquisition of 4,884 square feet of permanent sanitary sewer easement and 3,971 square feet of temporary construction easement on the property located at 2405 Olde Bridge Lane.

Funds for the payment are currently budgeted. Acceptance of the deed in payment of the consideration is recommended.

Approved by:

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

*Don C. Kelly*  
Don C. Kelly, P.E. Commissioner  
Department of Public Works

c: Robert Bayert, P.E.

File

08.P485.406.bluesheetp2

HORSE CAPITAL OF THE WORLD

101 East Vine Street 4th Floor Lexington, KY 40507 Ph: (859) 258-3410 Fax: (859) 258-3458 www.lfucg.com

## SERVICES COMMITTEE SUMMARY

September 11, 2007

Mr. Ellinger chaired the committee meeting. The meeting was called to order at 11:00 a.m. All committee members were in attendance except CM James and CM Lane.

### I. Brynell/Northside Multi-Way Stop

Brad Frazier, Traffic Engineering, stated a 24 hour study was done on this intersection. He stated the 8 hour traffic volume which was collected on the major approaches of Brynell Dr revealed 123 vehicles per hour or 41% of the volume required. The 8 hour traffic volume which was collected on the minor approach of Northside Dr revealed 57 vehicles per hour or 28% of the volume required. Therefore, the volume warrants are not met. He stated they also checked the collision history. He stated they also looked at other multi-way stops in the area.

CM Stinnett passed out a letter from the principal at Deep Springs Elementary in support of a multi-way stop.

A motion by CM McChord to request a multi-way stop at Brynell Dr and Northside Dr, seconded by CM Blevins, passed without dissent.

CM Blevins asked Mr. Frazier to provide the committee a breakdown of options the committee has for situations like this at the next meeting.

### II. Par 3 Golf Course

Mr. Jerry Hancock, Director of Parks and Recreation, did a power point presentation for the committee.

Dr. Stevens stated they should ask the school Board to delay their decision on Meadowbrook until LFUCG has had a chance to resolve this problem.

CM Blevins asked what is the current rental fee we have with the school system on Meadowbrook.

Mr. Hancock stated it is a dollar a year.

CM Blevins stated he would argue that Meadowbrook is a storm water retention basin that happens to have a golf course on it. He stated if that area is developed with houses or anything else we are going to have storm water issues. CM Blevins stated that Meadowbrook represents



about 10% of the total rounds of golf played right now, however; he stated it is probably 90% special rounds which would include the juniors and seniors.

CM Blevins asked what affect would it have on the Larry Gilbert course at Veterans Park if we retained Meadowbrook.

Mr. Hancock stated it wouldn't have much affect because the Larry Gilbert Foundation is looking at a much different course at Veterans Park.

CM Beard stated Meadowbrook is a big portion of green space in the 4<sup>th</sup> District. He stated his office contacted the school board to get a copy of their appraisal to see what they are looking for as far as money is concerned and under what justification it is a 2.4M piece of property. The school board would not give him a copy of the appraisal. He stated he would think LFUCG would be their first and most obvious candidate to purchase the property. CM Beard asked if it is true that there is a decline in golfing or is it just being spread over more courses.

Mr. Hancock stated there is a decline in golfing nationally.

CM Beard asked if the Larry Gilbert course would be a par 3.

**Mr. Hancock stated that it will be par 3.**

CM Beard asked how much of the 27 acres at Meadowbrook is in the floodplain.

Mr. Hancock stated he did not know but he could get that information.

CM Moloney stated he never did get a report back on the 750K that the city cut with the school board 5 years ago. He stated it does concern him because the city gave them a deal. He stated the city should be able to get this for 750K. He stated the timing is perfect for partnership with Larry Gilbert Foundation if we can not get Meadowbrook. CM Moloney stated the Kearney Hills bond will be paid off next year. He stated having a driving range is very important.

CM McChord asked what is this land currently zoned.

Mr. Hancock stated it is zoned AU which is agricultural urban so to be developed it would have to be rezoned. He stated the school board believes they have somebody who is going to buy the land for 2.4M. He stated we need to have a game plan in place for next March in case the property is not sold.

CM Beard stated there should be some paperwork somewhere regarding the 750K agreement.

CM Moloney stated the administration and school board needs to present to the committee why we can not continue to get the property for 750K.

A motion by CM Beard to have the administration and school board present to the Council what happened to the 750K agreement, seconded by CM Myers, passed without dissent.

CM Moloney asked Parks and Recreation to work with the Larry Gilbert Foundation.

A motion by CM DeCamp to appoint a Par 3 Golf Course sub committee, seconded by CM Beard, passed without dissent.

The meeting adjourned at 12:05 pm.