

**Urban County Council
Schedule of Meetings
September 24, 2007 through October 1, 2007**

MONDAY, SEPTEMBER 24

No Meetings

TUESDAY, SEPTEMBER 25

Infill & Redevelopment: Quality of Life Task Force Meeting. 8:30 am
Conference Room-7th Floor Phoenix Bldg

Outside Agency Oversight Committee Meeting 10:00 am
Conference Room-5th Floor Government Center

Sanitary Sewer Oversight Committee Meeting 11:30 am
Conference Room-5th Floor Government Center

Budget & Finance Committee Meeting 1:00 pm
Council Chambers-2nd Floor Government Center

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

WEDNESDAY, SEPTEMBER 26

Infill & Redevelopment: Quality of Process Task Force Meeting. 8:30 am
Conference Room-5th Floor Government Center

Live Where You Work Meeting 12:00 pm
Conference Room-6th Floor Government Center

Infill & Redevelopment: Quality of Place Task Force Meeting 1:00 pm
Conference Room-7th Floor Phoenix Bldg

MPO-Transportation Policy Committee Meeting 1:30 pm
Council Chambers-2nd Floor Government Center

THURSDAY, SEPTEMBER 27

Affordable Housing Workshop 5:00 pm
Conference Room-5th Floor Government Center

Council Meeting 7:00 pm
Council Chambers-2nd Floor Government Center

FRIDAY, SEPTEMBER 28

No Meetings

MONDAY, OCTOBER 1

Rural Land Management Board Meeting 3:00 pm
Conference Room-5th Floor Government Center

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

September 25, 2007

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes: September 18, 2007, pp.5-9**
- IV. Budget Amendments – Yes, pp.10-16**
- V. New Business, pp.19-42**
- VI. Continuing Business / Presentations**
 - A. Planning Committee, pp.43-68**
 - B. Community Corrections Attrition**
 - C. Manchester Town Branch Hazardous Waste Spill**
 - D. Lyric Theatre**
 - E. Fayette County Neighborhood Council**
 - F. Elizabeth Street Trash**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of a Site Specific Agreement with the Jessamine South Elkhorn Water District and Ashtree Properties, LLC to Provide Sanitary Sewer Service to Ashtree Subdivision Unit 2 in Jessamine County. (495-07) (D. Kelly)
This request will authorize a Site Specific Agreement with the Jessamine South Elkhorn Water District and Ashtree Properties, LLC to provide sanitary sewer service to Ashtree Subdivision – Unit 2 in Jessamine County. This agreement will provide the Brannon Crossing development with a maximum average of 80,400 gallons per day of wastewater treatment capacity for sewage discharged to the West Hickman Wastewater Treatment Plant at no cost to LFUCG.**p.19**
- B. Authorization to Amend Section 3 of Ordinance No. 186-2007 to Correct a Typographical Error. (492-07) (Allen/Koch)
This request will authorize an amendment to Section 3 of Ordinance No. 186-2007 to correct line: 470. 80 1 15~~3~~ 115E Risk Management Analyst to read: 470. 80 1 15~~2~~ 115E Risk Management Analyst. There is no fiscal impact.**p.20**
- C. Authorization to Amend Section 1 of Ordinance No. 357-2006 to Correct a Typographical Error. (491-07) (Allen/Koch)
This request will authorize an amendment to Section 1 of Ordinance No. 357-2006 to correct line: 550. 04 2 161 112~~E~~ Victim's Advocate to read: 550. 04 2 161 112~~N~~ Victim's Advocate. There is no fiscal impact.**p.21**
- D. Authorization of Amendment No. 5 with the Kentucky Transportation Cabinet (KYTC) Regarding the Newtown Pike Extension – Small Area Plan. (496-07) (King/D. Kelly)
This request will authorize the execution of Amendment No. 5 with KYTC regarding the Newtown Pike Small Area Plan. This amendment would extend the termination date to June 30, 2008. This will allow final payment for all work completed. There is no budgetary impact.**p.22**
- E. Authorization to Approve an Agreement with Software Development, Inc. (SDI) for the Billing, Accounting and Collecting of Emergency Medical Service (EMS) Fees. (498-07) (Koch)
This request will authorize the approval of an agreement with SDI for the billing, accounting and collecting of EMS fees for \$12,112.30 per month for the remainder of FY2008. This agreement is for four (4) twelve (12) month periods with an additional twelve (12) month options for renewal. The fee

is 3.5% of the actual collection experience for the preceding calendar year. Funds are budgeted.**pp.23-29**

- F. Authorization to Accept Award from the US Department of Justice, Office of Violence Against Women for Continuation of the Safe Havens Project – FY2007. (497-07) (King/Helm)
This request will authorize the acceptance of an award of \$200,000 from the US Department of Justice, Office of Violence Against Women, for the continuation of the Safe Havens project for a two-year period. Funds will be used to operate the Sunflower Kids Visitation Center, continuation funding of a part-time position in the Office of Friend of the Court, and continue partial contractual funding of the director of the Fayette County Violence Prevention Board for oversight of this project. No matching funds are required.**p.30**
- G. Authorization of an Amendment No. 2 to Health Services Agreement with Correctional Medical Services, Inc. on behalf of the Division of Community Corrections. (500-07) (Bennett)
This request will authorize an Amendment No. 2 to Health Services Agreement with Correctional Medical Services, Inc. to increase the agreement amount to \$253,023 providing for an expansion of medical services to meet the increase need for offender medical services. Funds are budgeted.**pp.31-33**
- H. Authorization of a Memorandum of Agreement (MOA) with the Madison County Emergency Management Agency (MCEMA) on behalf of the Division of Environmental & Emergency Management (DEEM). (502-07) (Bennett)
This request will authorize a MOA with MCEMA on behalf of DEEM for participation in the Joint Information Center during exercises and events in accordance with the ten (10) Chemical Stockpile Emergency Preparedness Program Counties, the Blue Grass Army Depot, the Blue Grass Chemical Activity, Kentucky Emergency Management Agency, and the Federal Emergency Management Agency.**pp.34-36**
- I. Authorization to Accept a \$1,000 Donation from McDonald's for the Division of Police Safety City Program. (473-07) (Bennett)
This request will authorize the acceptance of a \$1,000 donation from McDonald's for the Division of Police Safety City Program for improvements to the McDonald's area of Safety City.**p.37**
- J. Authorization of a Resolution for Reimbursement of Approved Projects for Bonding in the 2008 Budget. (499-07) (Koch)
This request will authorize a resolution for reimbursements of approved projects for bonding in the 2008 Budget for subsequent borrowings of temporary advances made for capital expenditures, including but not limited to: acquisition, construction and equipping a new fire station, a ladder truck and emergency medical care unit for the Division of Fire &

Emergency Services; renovation, remodeling and repair of certain police and fire facilities, the Downtown Art Center, the Government Center, the Opera House, the Versailles Road Campus facility, and the Annex Garage; acquisition and installation of mobile data terminals for the Division of Police and portable computers for the Divisions of Building Inspection and Code Enforcement; acquisition and installation of a variety of technology equipment, including modems and mounts, personal computers, servers, and related software for several Divisions; acquisition and construction of various shared-use trails; construction of a salt barn; acquisition and installation of fiber optic cable for the Divisions of Traffic Engineering and Computer Services; acquisition and installation of a wayfinding sign system, signal lamps and traffic signal upgrades by the Division of Traffic Engineering; various infill and redevelopment capital improvement projects; architectural design services for a Senior Citizens' Center; various stormwater and other engineering projects; and acquisition of miscellaneous government equipment in an approximate aggregate amount of \$31,655,000.**pp.38-42**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

September 18, 2007

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

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

- III. Approval of Summary – Yes

A motion by CM Gorton to approve summary from September 11, 2007 was seconded by CM Stevens, passed unanimously.

- IV. Budget Amendments-None

- V. New Business

- A. Authorization to Accept a Donation of a Printer from Lexmark for the Council Office. (476-07) (Langston)
- 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)
- C. Authorization to Purchase Property at 1268 and 1276 Eastland Drive, and Execution of All Necessary Documents (490-07) (Kelly)
- D. Authorization to Purchase Property at 541 – 543 Goodloe Street for the Ann Street Acquisition Project. (477-07) (King)
- E. Authorization of a Master License Agreement with Connectivity Systems Incorporated (CSI) on behalf of the Division of Computer Services. (432-07) (Koch)
- 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)

- G. Authorization of Engineering Services Agreement with CDP Engineering Inc. for Engineering Design of the Radcliffe Road Stormwater Improvement Project (482-07) (Kelly)
- H. 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)
- I. Authorization of Agreement with Kroger Limited Partnership I for Flu Vaccinations for all LFUCG Employees (486-07) (Koch)
- J. 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)
- K. Authorization to Execute a Maintenance Agreement with the Kentucky Transportation Cabinet, for Areas Adjacent to Reconstructed US 68 (489-07) (Rayan/Kelly)
- L. 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)
- M. 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)
- N. Authorization to Amend Section 21-5 of the Code of Ordinances Within the Division of Community Corrections (484-07) (Koch)
- O. Authorization to Amend Section 21-5 and 22-5 of the Code of Ordinances Within Various Divisions (485-07) (Koch)
- P. Authorization of a Permanent Sanitary Sewer Easement and a Temporary Construction Easement on the Property Located at 2405 Olde Bridge Lane (487-07) (Kelly)

A motion by CM Gorton to approve new business items A-P, seconded by CM DeCamp, passed unanimously.

VI. Continuing Business / Presentations

A. Services Committee Update

This update was given by Chair CM Ellinger. There was one motion to be brought forward to full Council.

A motion by CM Ellinger for a multi-way stop at Brynell & Northside Drive, seconded by CM Gorton passed unanimously.

No action was needed on the motion by CM Beard to have LFUCG administration and FCPS Board to make presentation on what happened to the 750K agreement or the motion by CM DeCamp to appoint a Par 3 Golf Course subcommittee.

B. Policemen's & Firefighter's Retirement Fund Actuarial Update

This update was given by Tom Cavanaugh and Todd Green of Cavanaugh McDonald Consulting.

Background information on the fund was given. Several Council Members asked questions on this topic. Mayor Newberry stated that this is one of the most significant issues that UCG faces. He also commented that it is a complex and boring issue that has no creative solutions. Mayor Newberry stated that there is a 20% shortfall that will need in excess of \$10 million to reverse the trend.

C. The Visioning Process-Charlie Boland-postponed

VII. Council Report

CM James-Announced Meadows-Loudon NA monthly Meeting tonight at 7 pm at Grace Baptist Church; William Wells Brown NA will meet Thursday, 7/20, at 6:30 pm at the Brenda Cowan Ctr on Chestnut St; there will be a Bike Summit on Friday; thanked N Limestone NA for their cleaning up the area.

A motion by CM James to place into the Services Committee the issue of smoking on hospital premises, seconded by CM Gorton, passed unanimously.

CM Moloney-stated that he had several phone calls from constituents about a block party on Devonport over the weekend; requested update on next Tuesday about the spill on Manchester Street.

A motion by CM Moloney to place into the Services Committee the issue of block party permits, seconded by CM Gorton, passed unanimously.

A motion by CM Moloney to place into the Services Committee the issue of the vicious dog ordinance, seconded by CM Gorton, passed unanimously.

CM McChord-Stated that last Saturday was a great day for Lexington-there was a dedication of the Miracle League Field; thanked Rotary Club, Toyota, and BB & T for their investments; Congrats to UK Football team on

their win against UL; CM McChord invited citizens to Downtown Tour this Sunday; sent congratulations and warm wishes to Leigh Karr of the Engineering Dept. on his upcoming retirement.

CM Gorton-Announced that the Dog Swam set a record-830 dogs; also spoke about the recent Sister Cities trip to Deauville France.

Mayor Newberry stated that he began his trip by going to the American Cemetery @ Normandy and laying a wreath for the over 9000 Americans buried there.

CM Blues-Announced a couple of events scheduled this weekend related to the **Roots & Heritage Festival celebration**: on Saturday, there will be a step show at 2 pm at Commonwealth Stadium and Links Walk-a-thon and Body & Soul Health Fair t YMCA on Loudon Ave; registration will be @ 8 am; announced that tonight at 7 pm, the Meadowthorpe NA will meet in the newly renovated Meadowthorpe Community Center; on Thursday, 7/20, McConnell's Trace NA will meet @ 7 pm at Bracktown Baptist Church, re: principle greenways; also the Radcliff-Marlboro NA will hold a picnic on Saturday from 9-4 at the park.

CM Stevens-Announced that the Corridors Committee is pleased about the grants that has been received for Versailles Rd and Newtown Pike-mainly for vegetation and signage.

A motion by CM Stevens to place into the Intergovernmental Committee the issue of street trees, seconded by CM Gorton, passed unanimously.

CM Ellinger-A motion by CM Ellinger to place into the Services Committee the issue of alcohol and its effect on government, seconded by CM James, passed unanimously.

CM Stinnett-Announced the last Dog Task Force meeting will be tonight @ 6 pm; also stated that there will be a public hearing at 6-8 pm on the Police Chief position; thanked Leigh Karr for a job well done and asked administration if the hiring process could be expedited due to several projects in the working; announced that Eastland Pkwy NA will meet on next Tuesday at 6:30 pm.

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

CM DeCamp-Asked the Mayor for a detailed update on the Lyric Theatre.

CM Crosbie-Announced that on Saturday, 7/22, the Explorium will be holding their annual museum go-around.

VIII. Mayor's Report-No

Mayor Newberry mentioned several issues of concern:

1. Rules for Planning Commission appeals are antiquated and the Dept. of Law is looking into possibly making changes.
2. There will be a Bike Summit on Friday at the UK Student Center beginning at 8 am.
3. There will be a Neighborhood Summit on October 6th, beginning at 8 am. It is targeted for neighborhood leaders.
4. Town Branch issue=3 major issues: a) system is too fragile-only 1 power source; b) reporting in a timely manner; and c) failure to rebound quickly once problem occurs.

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

Jack Barnett, Pres. CSEA, asked if administration would have a training session for the CMs, Commissioners, and Directors on the Civil Service Plan. CM Ellinger interjected and asked if the training could be a workshop.

X. Closed Session-Litigation

A motion by CM McChord to go into closed session pursuant to KRS 61.810(1) (c) for the purpose of discussing and proposed litigation, seconded by CM Ellinger, passed unanimously.

Work Session was adjourned at 5:16 pm.

BUDGET AMENDMENT REQUEST LIST

10

JOURNAL	13101	DIVISION	Community Development	Fund Name	Department of Ag.
				Fund Impact	1,080.00
					1,080.00CR
					.00

To decrease personnel funds originally budgeted for seasonal employee to provide for Civil Service employee under the Wildlife Habitat Incentive Program (WHIP) grant.

JOURNAL	13103	DIVISION	Community Development	Fund Name	General Fund
				Fund Impact	370.00CR
					370.00CR

To budget personnel recovery for the Wildlife Habitat Incentive Program (WHIP) grant.

JOURNAL	12948	DIVISION	Streets, Roads, Forestry	Fund Name	General Fund
				Fund Impact	10,000.00
					10,000.00CR
					.00

To provide funds for Division of Streets, Roads, and Forestry employee travel and training in order to obtain continuing education and certification by reducing funds for rent lease in the Division of Streets, Roads, and Forestry.

JOURNAL	12949	DIVISION	Community Development	Fund Name	Department of Trans.
				Fund Impact	20,000.00
					20,000.00CR
					.00

To provide funds for fiber optic cable installation by decreasing funds originally budgeted for computer equipment, all within the Fiber Optic Cable - FY 2006 grant.

JOURNAL	12951-52	DIVISION	PDR	Fund Name	PDR Bond Fund
				Fund Impact	3,000.00
					3,000.00CR
					.00

To recognize donated funds for Round 6 Purchase of Development Rights Conservation Easement Acquisition.

JOURNAL	13105	DIVISION	Engineering	Fund Name	Municipal Aid Program
				Fund Impact	1,250,000.00
					1,250,000.00

To provide funds for Star Shoot Parkway extension that was allocated by Council but have not yet been expended due to delays on the project.

JOURNAL	13106-07	DIVISION	Engineering	Fund Name	General Fund
				Fund Impact	525,000.00
					525,000.00CR
					.00

To recognize a contribution from the developer for the Star Shoot Parkway extension and increasing funds for construction of this road.

JOURNAL	BA 1002	DIVISION	Bonds/ Accounting	Fund Name	2005 Bond Projects
				Fund Impact	29,500.00
					29,500.00CR
					.00

To provide funds for office furniture and equipment for the new Accounts Payable area on the 3rd floor of the Government Center by reducing funds for building construction.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Services District – General Fund	370.00CR
Fund	1136	Municipal Aid Program Fund	1,250,000.00
Fund	2508	Purchase of Development Rights Bond Fund	.00
Fund	2514	2005 Bond Projects Fund	.00
Fund	3100	US Department of Agriculture	.00
Fund	3160	US Department of Transportation	.00



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 13101 and 13103 **Budget Amendment Date** 8/13/2007
Requesting Division Community Development
Fund Name US Department of Agriculture
Fund Number 3100
Contact for Additional Information Irene Gooding

Description

Funds were previously approved for personnel costs associated with a seasonal employee to perform grant funded activities in the Wildlife Habit Incentives Program at Raven Run. These activities are now being performed by a Civil Service employee. Different accounts are affected by this change in personnel. In addition, the use of a Civil Service employee means that personnel recovery will also be credited.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 12948 **Budget Amendment Date** 9/6/07
Requesting Division Streets, Roads & Forestry
Fund Name General Fund
Fund Number 1101
Contact for Additional Information Leo McMillen, Director, Ext. 3451
 Annette L. Cook, Administrative Specialist Sr., Ext. 2811
Description

To provide additional funds for travel and training in the Commissioner of Public Works budget in order for Streets, Roads, and Forestry employees to obtain needed continuing education credits and/or to maintain current certifications by reducing funds for Rent / Lease in Streets, Roads, and Forestry.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 12949 **Budget Amendment Date** 9-05-2007
Requesting Division Community Development/Traffic Engineering
Fund Name US Department of Transportation
Fund Number 3160
Contact for Additional Information Irene Gooding, Kim Ammeter

Description

Requesting that \$20,000 originally allocated for purchase of computers be moved to Streets and Roadways – Account number 91710 – to be used for fiber installation at Nicholasville/New Circle Inner Loop to Nicholasville/Southpark, to include all materials and installation of fiber-optic cable between Nicholasville/New Circle inner loop and Nicholasville/Southpark per written price contract quote. Work shall include installation of 40-foot strain pole at Nicholasville/New Circle outer loop and transferring all signal equipment/wiring to new pole, removal of old signal pole and all debris (LFUCG shall provide all needed fiber-optic cable, lash wire, lashing clamps, spacers, cable markers and detectable tape). Other budgeted funds are also being used for this project.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 12951,12952 **Budget Amendment Date** 9/06/07
Requesting Division Purchase of Development Rights Program
Fund Name Purchase of Development Rights
Fund Number 2508
Contact for Additional Information Sharon Haggard Purchase of Development Rights 425-2226
Description

To recognize funds from a citizen's cash donation for conservation easement acquisition in Round 6 of the Purchase of Development Rights Program. The Fayette County citizen requested the funds be used for conservation easement acquisition only.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Amendment Number 1002 **Budget Amendment Date** 09-18-2007

Requesting Division Bonds Administration/Accounting

Fund Name 2005 Bond Projects

Fund Number 2514

Contact for Additional Information Sandra Nichols

Description

To provide funds for office furniture and equipment for the new Accounts Payable area on the 3rd floor of the Government Center by reducing funds for building construction.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

17

September 25, 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
473-07 I	BA 1004	Police	To provide funds for refurbishment of the Safety City building by recognizing a donation from McDonald's. 1101 1,000 1101 1,000CR 0*
497-07 F	BA 996	Community Development	To establish grant budget for Safe Havens Project - FY 2008. 3140 200,000 3140 200,000CR 0*
497-07 F	BA 997	Community Development	To budget personnel recovery and provide funds for the Safe Havens Project – FY 2008 part-time staff person in the Friend of the Court office. 1101 22,390 1101 22,390CR 0*

EFFECT ON FUND BALANCES

FUND 1101	0*	NO EFFECT ON:	GENERAL SERVICES DISTRICT – GENERAL FUND
FUND 3140	0*	NO EFFECT ON:	US DEPARTMENT OF JUSTICE

Budget Information for New Business Items

September 25, 2007 Work Session

Item	Number	Amount	Fund	Name / Description
A	495-07	NA		
B	492-07	NA		
C	491-07	NA		
D	496-07	NA		
E	498-07	12,112 per month	1101	General Services District Fund
F	497-07	200,000	3140 1101	US Dept Of Justice General Services District Fund Budget Amendments
G	500-07	253,023	1101	General Services District Fund
H	502-07	NA		
I	473-07	1,000	1101	General Services District Fund Budget Amendment
J	499-07	2,000,000 4,913,100 24,705,420	2508 2509 2517	Purchase Of Development Rights Fund Equipment Lease Notes 2008 Bond Projects Fund

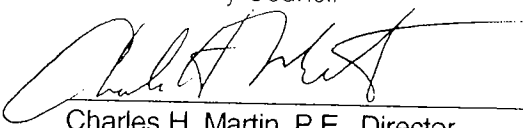


495-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water and Air Quality

To: Mayor Jim Newberry
Urban County Council

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

Date: September 11, 2007

Re: Site Specific Agreement to Provide Sanitary Sewer Service to ASHTREE Subdivision - Unit 2 in Jessamine County.

The purpose of this memorandum is to request a resolution authorizing a site specific agreement between the Lexington-Fayette Urban County Government (LFUCG), the Jessamine South Elkhorn Water District (JSEWD) and ASHTREE Properties, LLC. The site specific agreement will allow LFUCG to provide sanitary sewer service to the ASHTREE Subdivision - Unit 2 (ASHTREE) development owned by ASHTREE Properties, LLC in accordance with the enclosed site specific agreement and the Northern Jessamine County Sewer Agreement (Resolution 690-2002)

The approval of this site specific agreement will provide the Brannon Crossing development with a maximum average of 80,400 gallons per day (gpd) of wastewater treatment capacity for sewage discharged to the West Hickman Wastewater Treatment Plant. In accordance with all agreements associated with sanitary sewer service to Northern Jessamine County, sanitary sewer and stormwater facilities are to be constructed in accordance with LFUCG standards. ASHTREE Properties, LLC will be responsible for all LFUCG sewer connection fees and sewer user fees as described in the Code of Ordinances. ASHTREE Properties, LLC will also be responsible for administrative fees associated with LFUCG's approval of this site specific agreement including but not limited to plan review and general contract administration.

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



492-07

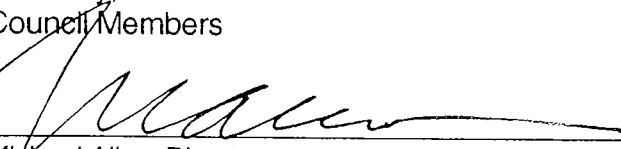
Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Human Resources

M E M O R A N D U M

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

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: September 4, 2007

SUBJECT: Error Correction—Amend Ordinance No. 186-2007

The attached action amends Sections 3 of Ordinance No. 186-2007, correcting one typographical error.

Section 3 currently reads: *That the following subsection line numbers of Section 21-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

470. 15 1 262 121E Attorney Senior
470. 80 1 ~~153~~ 115E Risk Management Analyst
470.105 1 306 114E Risk Management Accountant
470.120 1 110 112N Administrative Specialist Senior

Section 3 should be amended to read: *That the following subsection line numbers of Section 21-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

470. 15 1 262 121E Attorney Senior
470. 80 1, ~~153~~ 115E Risk Management Analyst
470.105 1 306 114E Risk Management Accountant
470.120 1 110 112N Administrative Specialist Senior

There is no fiscal impact associated with this action.

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 Human Resources

Log # 08-0032



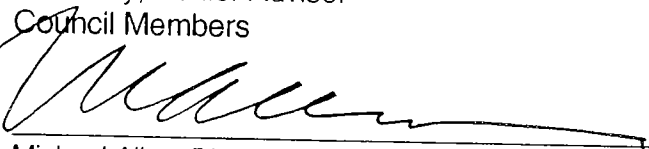
491-07

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources

MEMORANDUM

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

FROM: 
Michael Allen, Director
Division of Human Resources

DATE: September 11, 2007

SUBJECT: Error Correction—Amend Ordinance No. 357-2006

The attached action amends Sections 1 of Ordinance No. 357-2006, correcting one typographical error.

Section 1 currently reads: *That the following subsection line numbers of Section 22-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

550. 04 2 161 112E Victim's Advocate

Section 1 should be amended to read: *That the following subsection line numbers of Section 22-5(2) of the Code of Ordinances be and hereby are created to read as follows:*

550. 04 2 161 112N Victim's Advocate

There is no fiscal impact associated with this action.

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 Human Resources

Log # 08-0034



496-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Community Development

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

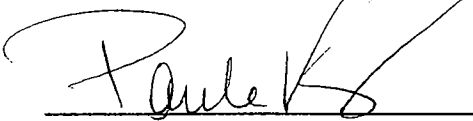
DATE: SEPTEMBER 13, 2007

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE FIFTH
AMENDMENT TO AGREEMENT WITH KENTUCKY
TRANSPORTATION CABINET FOR EXTENSION OF THE NEWTOWN
PIKE—SMALL AREA PLAN PROJECT

The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government a fifth amendment extending the Newtown Pike Small Area Plan project. Original agreement was approved by Council on August 30, 2001 (Ordinance # 213-2001). First Amendment was approved March 7, 2002 (Ordinance #45-2002); Second amendment was approved June 27, 2002 (Resolution #325-2002); Third amendment was approved July 1, 2003 (Resolution #339-2003); Fourth amendment was approved August 26, 2004 (Resolution # 456-2004).

The source of funds for this project is the Congestion Mitigation Air Quality program authorized by the Transportation Equity Act of the 21st Century (TEA-21). The purpose of these federal funds was to support the costs of a small area plan for the Newtown Pike Extension Project and to produce a case study that could be used for demonstration and replication purposes in other communities. All work has been completed and submitted to the Transportation Cabinet. The fifth amendment, providing for a new termination date of June 30, 2008, is necessary because the LFUCG has not yet received final payment.

Council authorization to execute the amendment is hereby requested.



Paula King, Director

Xc: Don Kelly, Commissioner of Public Works and Development

HORSE CAPITAL OF THE WORLD

200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com



498-07

Mayor Jim Newberry

FAYETTE URBAN COUNTY GOVERNMENT
Division of Revenue

To: Mayor Jim Newberry
Urban County Councilmembers

From: Bill O'Mara *WJO*

Date: September 14, 2007

Subject: Emergency Medical Billing and Collection Services Contract

Attached for approval is the contract for emergency medical service billing with Software Development Inc. (SDI). Requests for proposal were solicited and a review of all respondents conducted. SDI was selected as the recommended vendor.

The contract is for four (4) twelve month periods with additional twelve month options for renewal. The fee is 3.5 percent of the actual collection experience for the preceding calendar year. For the remainder of FY2008 the rate will be \$12,112.30 per month. The contract is budgeted in FY2008.

Please authorize the execution of the attached contract.

Cc: Kyna Koch

HORSE CAPITAL OF THE WORLD

200 East Main Street, Lexington, KY 40507 (859)258-3340 LexCall 859-425-2255

FAX 859-258-3352

www.lfucg.com

498-07

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 **SOFTWARE DEVELOPMENT, INC.**, with offices located at 733 Allendale Drive, Lexington, Kentucky 40503 ("SDI").

RECITALS:

WHEREAS, the Government, through the Division of Fire and Emergency Services, provides first responder Emergency Medical Services ("EMS") within Fayette County, Kentucky; and

WHEREAS, the Government has established fees to be charged for such services rendered to any person within Fayette County who receives EMS (hereinafter "patients"); and

WHEREAS, the Government bills patients, Medicare, Medicaid, and private insurance, as is appropriate in each case, for EMS;

WHEREAS, SDI is engaged in the business of EMS billing and collection services; and

WHEREAS, SDI has submitted a Proposal in response to the Government's Request for Proposal for Emergency Medical Service Billing and Collection; and

WHEREAS, the Government has determined that SDI's proposal is the most responsive to the Government's needs and has requested SDI to perform billing, accounting, and collecting services for EMS fees; and

WHEREAS, the Government agrees to furnish SDI with data on EMS provided within Fayette County; and

WHEREAS, SDI agrees to bill Medicare, Medicaid, private insurance, or the patient as is appropriate in each individual circumstance;

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. SDI shall bill all patient accounts for EMS fees on behalf of the Government based on information provided by the Government pursuant to paragraphs 3 and 4.
2. SDI agrees to maintain a high standard of diligence in its policies and procedures in the billing, accounting and collecting of EMS fees, including but not limited to, establishment of payment plans and the preparation and mailing of payment notices.
3. SDI will acquire information from Government Division of Fire and Emergency Services and EMS database and will be responsible for obtaining any additional information required to properly bill for the service prior to initiation of the bill, and will provide billing services as set forth in Section 1, "Description of Services", of the proposal submitted to the Government by SDI, attached as Exhibit A to this Agreement, and included and incorporated herein.

4. SDI will cooperate with the Division of Fire and Emergency Services in the event the incident reporting requirement is changed and will discuss a mutually acceptable means to acquire the needed billing information from the EMS database electronically. In the event a major change in reporting procedures would require a significant change in SDI's procedures, the parties shall negotiate terms to address any significant additional costs to SDI.

5. SDI will file all necessary forms with appropriate insurance carriers by electronic filing or by mail with the appropriate codes required for reimbursement and will research any issues or discrepancies to assure prompt payment.

6. SDI will furnish local telephone access or a toll-free number for patients and will respond to patient inquiries about billing.

7. The Government will establish a lockbox account into which all funds collected will be directly deposited. The Government will provide to SDI daily all remittance data received from this lockbox account and SDI will record all individual account activity, balance each remittance with the payor check, and balance all individual account activity to the deposit total.

8. SDI will furnish to the Government and to a collection agency designated by the Government detailed information on all accounts which have had no new billing or payment activity for over three (3) months.

9. SDI will provide the Government with on-line access to patient records. SDI further agrees to work with the Government at any time during the term of this contract to design reports responsive to any needs of the Government on a project-by-project basis, with the per project cost to be agreed upon by the parties.

10. With respect to accounts which become inactive, after two (2) years of no activity, SDI will maintain an electronic inactive file off-line and make that information available to the Government on an inquiry, as-needed basis.

11. SDI will assist the Government in any negotiations with Medicare or Medicaid regarding reimbursement rates and will evaluate current billing rates to attempt to improve the cash reimbursement received per run.

12. All terms and conditions in the proposal submitted to the Government by SDI and the Request for Proposal, attached as Exhibit B to this Agreement, shall be included and incorporated herein. Where any term in the proposal or Request for Proposal conflicts with this Agreement, the Agreement shall prevail.

13. 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 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 any proposed changes in terms and conditions to the other party. Subject to Paragraph 18 of this Agreement, either party to this Agreement may terminate the agreement upon sixty (60) days written notice to the other party at the addresses first above written.

14. In consideration of the services to be provided to the Government by SDI pursuant hereto the Government shall pay SDI a monthly fee due following receipt of a

monthly invoice to be issued by SDI for services beginning October 1, 2007, to be determined as follows:

Three and one-half percent (3.5%) of the receipts posted to EMS accounts from the previous calendar year, divided by twelve (12) to determine monthly payments, with such new fee to be determined annually after January 1 and to become effective the first month of each fiscal year of Government.

For the remaining portion of Government's fiscal year 2008, the monthly fee shall be \$12,112.30 based on the calculation as set forth above using the receipts posted to EMS accounts for calendar year 2006 and shall become effective upon commencement of this contract term.

B. MISCELLANEOUS PROVISIONS

15. 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 patients.

16. SDI acknowledges that all information provided to it by the Government is confidential and will be used by SDI employees only as needed to fulfill the terms of this Agreement and as authorized by the terms of this Agreement. SDI, its contractors, agents, employees, directors or officers will not disclose to any third party any of the confidential information obtained pursuant to this Agreement other than as required or authorized hereunder.

17. SDI 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 SDI, its contractors, agents, employees, directors, or officers.

18. In the event of failure to perform by either party, the 60-day written notice of termination required pursuant to paragraph 13 of this Agreement shall include notice of the alleged breach. The breaching party shall have sixty (60) days from receipt of the written notice to cure the alleged breach before termination becomes effective. If a cure is not effected within that 60-day notice period, termination will be effective at the end of the 60 days. Any injured party who fails to give notice of alleged nonperformance and 60 days to cure said nonperformance, shall be barred from seeking any damages or other remedies ordinarily available in law and equity for breach of contract.

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

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

21. 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.



497-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Community Development

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

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

DATE: SEPTEMBER 14, 2007

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
THE U.S. DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE
AGAINST WOMEN FOR CONTINUATION OF A SAFE HAVENS
PROJECT—FY 2007**

On February 22, 2007 (Resolution # 60-2007), Council approved the submission of an application for submission to the U.S. Department of Justice/Office on Violence Against Women for continuation of a Safe Havens Project. An award in the amount of \$200,000 has been offered by the federal agency for operation of this project for a two-year period. These funds will be used to continue operating the Sunflower Kids visitation center, continue funding of a part-time position in the Office of Friend of the Court, and continue partial contractual funding of the Director of the Fayette County Violence Prevention Board for oversight of the project. No matching funds are required.

Since October 2003, the Lexington-Fayette Urban County Government has received federal funds from the U.S. Department of Justice, Office on Violence Against Women for implementation of a project under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The purpose of these funds is to provide safe and affordable supervised visitation and monitored exchange services to victims of domestic violence, child abuse, stalking, and sexual assault. A Safe Havens advisory committee was formed and facilitated by the Domestic Violence Prevention Board to oversee the project and to develop a coordinated community approach to visitations and exchanges. In addition to the Domestic Violence Prevention Board, organizations participating in the program include LFUCG Department of Social Services, Sunflower Kids, Inc., a private nonprofit organization offering supervised visitation and exchanges; Friend of the Court, Fayette County Circuit Court; Fayette Family Court; Rape Crisis Center of the Bluegrass; Bluegrass Domestic Violence Program, Kentucky Cabinet for Health and Family Services, and law enforcement agencies.

Council authorization to accept the award is hereby requested.

Paula King, Director

Cc: Marlene Helm, Commissioner, Department of Social Services

HOUSE CAPITAL OF THE WORLD

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500-07

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Corrections

Ronald L. Bishop
Director

Memo

To: Mayor Jim Newberry
Council Members

From: Ronald L. Bishop, Director
Division of Community Corrections

Subject: CONTRACTUAL AGREEMENT

Date: September 11, 2007

Three copies of a Contractual Amendment between the LFUCG Division of Community Corrections and Correctional Medical Services, Inc. are enclosed for your approval and signature. This contractual amendment will provide an expansion of medical services to meet the increasing need for offender medical services.

The contract amendment includes a 2.8% CPI for the South increase, additional funds for the continuation of the DUI blood draw and an increase in the medical staffing to meet increased medical demands posed by sick call, acute care and medication pass.

Contract Increase = \$253,023.00

The required Blue Sheet is enclosed for your approval. This amendment is fully budgeted. Should you have any questions or need additional information, please contact me.

Enclosure

cc: Commissioner Public Safety

HORSE CAPITAL OF THE WORLD

600 Old Frankfort Circle

Lexington, KY 40510

(859) 425-2700

FAX (859) 425-2750

jail.lfucg.com.

SECOND AMENDMENT TO HEALTH SERVICES AGREEMENT

This Second Amendment to the Health Services Agreement dated July 1, 2003, by and between the Lexington Fayette Urban County Government (hereinafter referred to as "County") and Correctional Medical Services, Inc. (hereinafter referred to as "CMS" or "Contractor"), is entered into and effective as of the 1st day of July, 2007.

WITNESSETH:

Whereas, the County and CMS have entered into that certain Health Services Agreement, dated as of July 1, 2003 (the "Contract"), for the delivery of health care services at the Fayette Urban County Detention Center and Juvenile Detention Center (collectively the "Center"); and

Whereas, the parties desire to amend the contract to modify the compensation and staffing plan provided under the Health Services Agreement and to add to the services to be provided.

Now, therefore, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree to amend the Agreement as follows:

1. Delete Part B Scope of Services, Item 5c. in its entirety and replace with the following:

c. 1100-1300 Offenders

Position	FTE's per Week
Medical Director & Physician	1.00
Nurse Practitioner	1.00
Administrator	1.00
Director of Nursing	1.00
Dentist	0.50
Administrative Assistant	1.00
Medical Records Clerk	1.50
RN	8.40
LPN	11.40
Dental Technician	0.50
X-Ray Technician	0.10
Total FTE's	27.40

500-07

2. Delete Part D Compensation, Item 2. in its entirety and replace with the following

2. Compensation for Services:

County will pay CMS the sum of \$223,129.00 per month for base services for the contract year starting July 1, 2007 through June 30, 2008. The revised base billing of \$223,129.00 will be utilized in determining future CPI increases as noted in Part D, Item 4 of the Agreement.

3. Delete Part D Compensation, Item 3. in its entirety and replace with the following

3. Variable Per Diem

A variable per diem of \$1.18 will be charged for every inmate over an average daily population of 1200 to 1300. If the population reaches 1300, we will negotiate additional staffing needs and compensation with the Detention Center administration.

All other terms and conditions of the Agreement remain in full force and effect except as modified herein.

IN WITNESS THEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT

By: 

Ronald Bishop, Director

By: _____

James Newberry, Mayor

CORRECTIONAL MEDICAL SERVICES, INC.

By: 

Vickie Bybee, Chief Operating Officer

JCS
TJA



502-07

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Public Safety
Division of Environmental and Emergency Management

MEMORANDUM

TO: Jim Newberry, Mayor
Urban County Council

FROM: Patricia L. Dugger, Director *PLD*

RE: Memorandum of Agreement with the Blue Grass Joint Information System / Madison County Joint Information Center

DATE: September 12, 2007

This is a request to authorize the Mayor to sign a Memorandum of Agreement (MOA) with the Blue Grass Joint Information System / Madison County Joint Information Center which is located in Madison.

This agreement is between the ten (10) Chemical Stockpile Emergency Preparedness Program Counties (CSEPP), the Blue Grass Army Depot, the Blue Grass Chemical Activity, Kentucky Emergency Management Agency, and the Federal Emergency Management Agency. All parties agree to participate in the Joint Information Center (JIC) during both exercises and events in accordance with the CSEPP JIC plan.

There are no budgetary impacts to the Urban County Government by entering into this agreement.

XC: Tim Bennett, Public Safety Commissioner
CSEPP MOA File

H O R S E C A P I T A L O F T H E W O R L D

502-07

Madison County Emergency Management Agency

Blue Grass Joint Information System/Madison County Joint Information
Center

Memorandum of Agreement

This agreement, by and between the Madison County Emergency Management Agency (MCEMA), The Blue Grass Army Depot (BGAD), the Blue Grass Chemical Activity (BGCA), the Kentucky Emergency Management (KYEM), Federal Emergency Management Agency (FEMA), Jessamine County EMA, Laurel County EMA, Lexington Fayette Urban County Government, Powell County EMA, Jackson County EMA, Rockcastle County EMA, Garrard County EMA, Clark County EMA, and Estill County EMA, is effective on the date of the last signature of the parties to this agreement.

WITNESSETH, THAT

WHEREAS, MCEMA is responsible for coordinating all emergency functions with the county pursuant to KRS 39B

WHEREAS, MCEMA is further responsible for the Madison County Chemical Stockpile Emergency Preparedness Program (CSEPP) in Madison county in providing various activities to reduce and prevent the loss of life and property through awareness, preparedness and mitigation with regard to the off-post impact of a chemical agent incident at the Blue Grass Depot: and

WHEREAS, MCEMA in the exercise of its lawful duties has determined the necessity of a Joint Information Center (JIC) in coordination and cooperation with the BGAD, BGCA, and KYEM to provide timely, accurate and official information to the public and the media during a chemical agent incident: and

WHEREAS, MCEMA, BGAD, BGCA, and the KYEM are capable, willing and qualified to perform this function.

NOW THEREFORE, it is mutually agreed to by all parties hereto as follows:

1. The Madison County Joint Information Center (JIC) will be established and operated at 503 South Keeneland Drive, Richmond, Ky. The building is located across the street from the Madison County Emergency Operations Center.
2. All parties agree to participate in the JIC during both exercises and events in accordance with the CSEPP JIC plan. All parties recognize the importance of cooperation and each agency agrees to speak only about their specific governmental agencies and actions. In accordance with the plan, the JIC will

coordinate all media and information releases, to include information released in press conferences and briefings.

3. The JIC plan will be reviewed annually by all parties and updated as necessary.
4. In accordance with existing JIC procedures, the JIC may be used during any actual local or state emergency and during exercises and federal disaster declarations. It is understood that CSEPP has first priority in the use of the JIC equipment and facilities.
5. **During actual JIC operation, access control and security will be provided, as necessary, by the combined resources of MCEMA, BGAD, BGCA, and KYEM. MCEMA will assume the responsibilities for JIC operations, security and maintenance on a daily basis.**
6. JIC activation procedures will comply with those listed in the JIC plan. The Madison County Public Information Officer (PIO) or the JIC Manager will begin the JIC activation procedures upon the direction of the Madison County Judge Executive, EMA Director, Richmond Mayor, or Berea Mayor.
7. The Kentucky CSEPP community agrees that MCEMA will serve as initial lead agency for coordination and establishment of the JIC. The JIC Manager, **in accordance with the JIC plan will serve as lead coordinator during an exercise of incident.**
8. A mobile JIC or a JIC in a box will be utilized in the event the JIC building is rendered unusable.
9. Funds for the rental of the JIC building and for insurance covering liability, loss, theft and damage of equipment, will be provided for in the federal CSEPP budget process.



Lexington-Fayette Urban County
Division of Police
MEMORANDUM
Lexington, Kentucky

DATE OF ISSUE

September 20, 2007

EFFECTIVE DATE

473-07

NUMBER
REVISED
COP:
07/0864

37

To:

Jim Newberry, Mayor
Urban County Council

SUBJECT:

Council Approval (Blue Sheet) –
Approval of \$1,000 Donation
from McDonald's

From:

Anthony Beatty
Chief of Police

Please find attached a blue sheet requesting approval to accept a donation of \$1,000 for the Division of Police Safety City Program from McDonald's, representative Bob Waitkus. The donation will be utilized towards the refurbishing of the Safety City facility.

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

Anthony Beatty
Chief of Police

AB/rmh

Attachment

cc: Tim Bennett, Commissioner



499-07

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Department of Finance and Administration

MEMORANDUM

TO: Mayor Jim Newberry
Members, Urban County Council

FROM: Kyna Koch, Commissioner
Department of Finance and Administration *Kyna Koch*

DATE: September 19, 2007

SUBJECT: Reimbursement Resolution

A number of capital and working capital projects were funded with bond proceeds in the 2008 budget. Bonds for the projects will not be sold until after January 1, 2008. The attached reimbursement resolution provides a mechanism for the projects to move forward prior to the sale of the bonds. Expenses incurred will be paid from the General Fund. Upon the sale of the bonds, the General Fund will be reimbursed. The practice of approval of a reimbursement resolution is consistent with prior practice and is a generally accepted mechanism in the accounting community.

HORSE CAPITAL OF THE WORLD

RESOLUTION NO. _____-2007

499-07

A RESOLUTION MAKING A DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT FROM SUBSEQUENT BORROWINGS OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES FOR NUMEROUS GOVERNMENT PROJECTS, INCLUDING BUT NOT LIMITED TO ACQUISITION OF LAND FOR A NEW FIRE STATION, A LADDER TRUCK AND EMERGENCY MEDICAL CARE UNIT FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES; RENOVATION, REMODELING AND REPAIR OF CERTAIN POLICE AND FIRE FACILITIES, THE DOWNTOWN ART CENTER, THE GOVERNMENT CENTER, THE OPERA HOUSE, THE VERSAILLES ROAD CAMPUS FACILITY, AND THE ANNEX GARAGE; ACQUISITION AND INSTALLATION OF MOBILE DATA TERMINALS FOR THE DIVISION OF POLICE AND PORTABLE COMPUTERS FOR THE DIVISIONS OF BUILDING INSPECTION AND CODE ENFORCEMENT; ACQUISITION AND INSTALLATION OF A VARIETY OF TECHNOLOGY EQUIPMENT, INCLUDING MODEMS AND MOUNTS, PERSONAL COMPUTERS, SERVERS, AND RELATED SOFTWARE, FOR SEVERAL DIVISIONS; ACQUISITION AND CONSTRUCTION OF VARIOUS SHARED-USE TRAILS; CONSTRUCTION OF A SALT BARN; ACQUISITION AND INSTALLATION OF FIBER OPTIC CABLE; ACQUISITION AND INSTALLATION OF A WINDING SIGN SYSTEM; ACQUISITION AND INSTALLATION OF SIGNAL LAMP AND TRAFFIC SIGNAL UPGRADES BY THE DIVISION OF TRAFFIC ENGINEERING; VARIOUS INFILL AND REDEVELOPMENT CAPITAL IMPROVEMENT PROJECTS; ARCHITECTURAL DESIGN SERVICES FOR A SENIOR CITIZENS CENTER; VARIOUS STORMWATER AND OTHER ENGINEERING PROJECTS; FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS PROGRAM; GOVERNMENT-WIDE FLEET REPLACEMENT AND ACQUISITION OF MISCELLANEOUS GOVERNMENT EQUIPMENT, ALL AS DESCRIBED IN THE ATTACHED EXHIBIT, IN AN APPROXIMATE AGGREGATE AMOUNT OF \$33,263,520.00.

WHEREAS, Treasury Regulation § 1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended (the "Code"), prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for capital expenditures paid before the issuance of such Obligations may be deemed "spent" for purposes of Section 103 and Sections 141 to 150 of the Code and, therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer make a Declaration of Official Intent to reimburse any capital expenditure encumbered prior to the issuance of the Obligations intended to fund such capital expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after procurement of the capital expenditure; and

WHEREAS, in order for the Lexington-Fayette Urban County Government ("Urban County Government") to be reimbursed for expenditures made for certain public

improvements to be made for the purpose of implementing numerous government projects, including but not limited to acquisition of land for a new fire station, a ladder truck and emergency medical care unit, for the Division of Fire and Emergency Services; renovation, remodeling and repair of certain police and fire facilities, the Downtown Art Center, the Government Center, the Opera House, the Versailles Road Campus facility, and the Annex parking garage; acquisition and installation of mobile data terminals for the Division of Police and portable computers for the Divisions of Building Inspection and Code Enforcement; acquisition and installation of a variety of technology equipment, including modems and mounts, personal computers, servers, and related software, for several divisions; acquisition and construction of various shared-use trails; construction of a salt barn; acquisition and installation of fiber optic cable; acquisition and installation of a wayfinding sign system; acquisition and installation of signal lamps and traffic signal upgrades by the Division of Traffic Engineering; various Infill and Redevelopment capital improvement projects; architectural design services for a Senior Citizens Center; various stormwater and other engineering projects; funding for acquisition of easements under the Purchase of Development Rights (PDR) program, government-wide street replacement; and acquisition of miscellaneous government equipment, all as described in the Exhibit, which is attached hereto and incorporated herein by reference (collectively the "Project"), prior to the authorization, sale and delivery of proposed bonds to finance such Project, the Urban County Government wishes to express its official intent that the proceeds of such bonds will be used, in whole or part, to reimburse authorized expenditures for the proposed Project prior to the issuance of the proposed bonds; and

WHEREAS, it is the express intent of the Urban County Government to authorize, sell and deliver one or more proposed issues of bonds in the approximate amount of \$33,263,520.00 to finance the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT as follows:

Section 1 – The Urban County Council of the Lexington-Fayette Urban County Government does hereby declare its official intent to cause to have issued bonds in the

aggregate amount of \$33,263,520.00 to finance all or a portion of the Project and that all expenditures made for said Project prior to the sale of such bonds shall be reimbursed out of the proceeds of such sale.

Section 2 - The Urban County Government does not expect any other funds (including the money advanced to make the capital expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Urban County Government or any other entity.

Section 3 - The fund or account to be reimbursed is the general fund and/or any other funds or accounts of the Urban County Government.

Section 4 - It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with the law.

Section 5 - That this Resolution shall become effective on the date of its passage.

MAYOR

ATTEST

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

Description	Amount
Purchase of Development Rights	2,000,000
Replacement Vehicles and Equipment	4,913,100
Public Safety	
Community Corrections - Computer Equipment	19,500
DEEM - Radio and Siren Equipment	122,000
Police - Building Repairs	355,000
Police - Mobile Data Communications	358,000
Police - Cars and Equipment for New Officers (50)	2,137,500
Fire - New Fire Station Land	750,000
Fire - ATV with Medical Bed	15,000
Fire - Building and Grounds Maintenance	558,000
Fire - Communications Equipment	124,000
Fire - Computer Equipment	260,100
Fire - EMS Unit	240,000
Fire - Ladder Truck	900,000
Fire - Protective Clothing	117,500
Fire - Rescue Equipment	125,000
Copier - Fire	7,000
Code Enforcement - Portable Computers	25,000
Coroner	
Coroner - Equipment	12,500
Coroner - Generator	140,000
Public Works	
Engineering - Mapping and Survey Equipment	36,050
Wayfinding Signs	375,000
Streets, Roads, Forestry - Small Projects	450,000
Resurfacing	3,000,000
Salt Barn	2,000,000
Snow Removal Equipment	30,000
Traffic Engineering - Signals	230,000
Infill and Development	2,000,000
Building Inspection - Portable Computers	90,000
Copier - Building Inspection	11,000
Social Services	
Family Services - HVAC	30,000
Senior Citizens' Center - Architectural Design	400,000
General Services	
Energy Saving Equipment	45,000
Building Maintenance - Maintenance	75,000
Versailles Road Building	125,000
Annex - Building and Garage Repairs	140,000
HVAC Filters	18,000
Fleet Services - Equipment	11,800
Masterson Station Indoor Arena	60,000
Park Trails	2,000,000
Parks - Golf Carts	365,000
Parks - HVAC	30,000
Parks - Other Projects	330,000
Parks - Paint Sprayer	5,000
Parks - Safety Projects	1,200,000
Parks - Tractors and Mowers	205,970
Raven Run	750,000
Environmental Quality	
McConnell Springs Wetland Pond	250,000
Gainesway Pond and Trail	300,000
Stormwater - Design and Construction	2,177,000
Stormwater - Software	7,000
Water and Air Quality - Dogwood Trace Project	90,000
Water and Air Quality - Small Projects	25,000
CIO	
Computer Replacements	400,000
Servers	100,000
Other	
Opera House Renovations	425,000
Telephone Systems	70,000
Security Equipment	32,500
Fiber Optic Cable	550,000
Total Capital Projects	31,618,520

URBAN COUNTY COUNCIL
PLANNING COMMITTEE SUMMARY
SEPTEMBER 18, 2007

Ms. Gorton chaired the meeting, calling it to order at 1:00 pm. All committee members were present except Vice Mayor Gray.

I. I-64 Louisville Water Pipeline

Ed Wetzel, Executive Vice President and Michael Lane, Senior Financial Analyst with consulting firm R W Beck made a presentation to the committee of their findings in comparing the Louisville Pipeline and Kentucky American Water Company's Pool 3 Option. (PowerPoint presentation attached). Greg Heitzman, President, Vince Guenther, Government Affairs Manager, and Jim Smith, Infrastructure Planning Manager from Louisville were present.

CM Stinnett asked what are the historical fluctuations of the wholesale water rates.

Mr. Heitzman stated in Louisville they review their retail and wholesale rates annually. He stated last years increase was 6.5%. He stated both retail and wholesale rates were raised approximately the same amount in 2007.

CM Beard asked about water quality. He asked if the Pool 3 Option would put out better water quality than is presently being put out.

Mr. Heitzman stated that both Louisville and KAWC are required to meet the USEP under the safe drinking act.

CM McChord asked as to the I-64 corridor what discussions have taken place with the Federal Highway Administration and the state.

Mr. Heitzman stated they have a meeting schedule for October 15th with the state highway to explore the option of using permits, or portion or the whole route.

Mr. McChord asked Nick Rowe, President of KAWC, if when someone such as Louisville water wants to come into a municipality doesn't there need to be a willing partner to tie in with.

Mr. Rowe stated that Mr. McChord is right. He stated it also may be a misunderstanding of the Public Service Commission process.

Mr. McChord stated now it is in the hands of the PSC to look at the numbers on all sides. He asked when is the official hearing date on this issue.

Mr. Rowe stated it has been moved to November 26, 2007.

CM Gorton asked about the Kentucky River withdrawal fee and why it was built into Louisville Water's proposal.

Mr. Wetzel stated the fee is very small. He stated it was put in at the request of Louisville Water Co. who did not want this proposal to negatively impact the Kentucky River Authority. Mr. Wetzel stated a question will be who will own this pipeline. He stated the assumption is the pipeline will be publicly owned it could be the Bluegrass Water Supply Commission or someone like the Kentucky River Authority. He stated the Pool 3 Option is owned 80% Kentucky American and 20% by the Bluegrass community if they choose to go down to 25 mgd option.

CM Gorton stated it is possible for the Bluegrass Water Supply Commission to own part of the Louisville Water pipeline coming this way.

Mr. Wetzel stated they could own part or all of it.

CM Gorton asked if 42" is the biggest pipeline.

Mr. Wetzel stated it is not the biggest pipeline. It is the pipeline that is used in the Pool 3 Option that is currently out for bid.

CM Gorton asked if using a bigger pipeline in the beginning shouldn't be considered.

Mr. Wetzel stated possibly but there has to be enough customers early on to justify the bigger pipeline.

CM Gorton stated the 1999 resolution states they preferred the Kentucky River as their first source but it also says they prefer the most cost effective to the citizens.

Mr. Heitzman passed out a summary of the last few meetings.

Kentucky American Water Co. made presentation (PowerPoint presentation attached). This presentation was done by Linda Bridwell, Project Delivery & Developer Services Manager – Southeast Region. Ms. Bridwell stated she had not seen any of the numbers from Louisville Water until this afternoon. She stated Louisville has made four different proposals to the BWC their engineers and Kentucky American engineers all evaluated the proposals and come up with that it is not the cheapest. Then Louisville Water hires a firm to evaluate it and says it is cheaper.

CM Gorton asked what the rate increases will be. She also requested history of KAWC water rate increases over the last several years.

Ms. Bridwell stated she does not have that information with her but will email it to Mr. Schoninger this afternoon.

Mr. Rowe addressed the committee regarding financing. He stated all these issues will come out during the hearing with PSC.

Mr. Heitzman stated a study they did confirmed they had 240 mgd of total capacity yielding 35 million gallons of reserve capacity.

The committee heard from citizens Sandy Broughman, Bill Greer, Jim McWilliams, Tom Marshall, Foster Ockerman, and Don Pratt.

II. Loudon Ave. Phase I

Mr. Leigh Karr, Division of Engineering, stated they have closed on 87 properties out of the 93. He stated there are 2 additional closing within the next week. He stated he has a couple he is working with on partial mortgage releases and hopes to have it worked out by next Friday.

III. Liberty Rd. Update

Mr. Leigh Karr, Division of Engineering, stated this is Section 1B which is from Todds Rd/Liberty Rd corridor out towards Forest Hills Dr. He stated they have 8 out of 16 agreements that have been signed and 6 have been closed on. He stated they are currently working on the other 8 property owners but have heavy opposition with them.

CM Stinnett thanked Mr. Karr for his hard work on moving all this forward. He asked who will take Mr. Karr's spot when he retires.

Mr. Bayert stated he will be the point of contact at this time. He stated presently Mary Bennett is the other person who does some of the reviews.

CM Stinnett asked what is the status of the sanitary sewer line relocation.

Mr. Bayert stated the sanitary sewer line construction is basically done. He stated they have the connections to do on the 24" line. They have been filling it with water preparing to do the pressure test and should know end of the week the results of the test.

IV. Newtown Pike Status

Andrew Grunwald, Division of Engineering, gave the committee project schedules for Phases I & IV that he did not get to pass out last month. He also gave the committee a project schedule of the entire project through 2014 along with the

financial plan. He stated they have 2 outstanding issues with the Record of Decision. One being the Financial Plan which is a draft until the Record of Decision is finalized. The Transportation Cabinet asked them to look at inflation so that adjusted the numbers at 4% with a baseline year of 2007 the year the Environmental Impact Statement will be approved. He stated it does affect the bottom line. He stated it takes the total cost of the project to approximately 87M. He stated the bottom line in additional funding they need in the next 6 year Transportation Plan is approximately 40M. Mr. Grunwald stated if money is not available the schedule will slip and will move back as the money becomes available. He stated the Financial Plan is not final. It is still under review by the Transportation Cabinet and the Federal Highway Administration. He stated for Phase I they are going to recommend Woodall Construction for the construction of the temporary area. He stated Phase IV they have not totally ruled out the idea of a Design Build project but at this point they are proceeding with the project in their traditional manner.

CM Beard asked if for funding reasons we have stalled then costs will go up in all probability.

Mr. Grunwald stated yes in all probability.

CM James stated she would like to have a list of right a ways that will be purchased for Section II.

Mr. Grunwald stated the total right a way purchase for this project will encompass approximately 50 acres.

V. Items Referred to Committee

The committee agreed to hear the issues of Liberty Rd Project status and Newtown Pk status every other month.

Planning Committee meeting adjourned at 2:55 pm.

Presentation to the Lexington-Fayette Urban County Government Planning Committee

Comparison of the Louisville Pipeline and Pool 3 Options to Serve Central Kentucky Water Customers

September 18, 2007



Mind Powered: Insight with Impact.

Agenda for Today's Presentation

- Project description
- Financial model assumptions
- Phase 1 Investigation
- Phase 2 Investigation
- Alternative pipeline proposal
- Conclusions
- Questions

Project Description

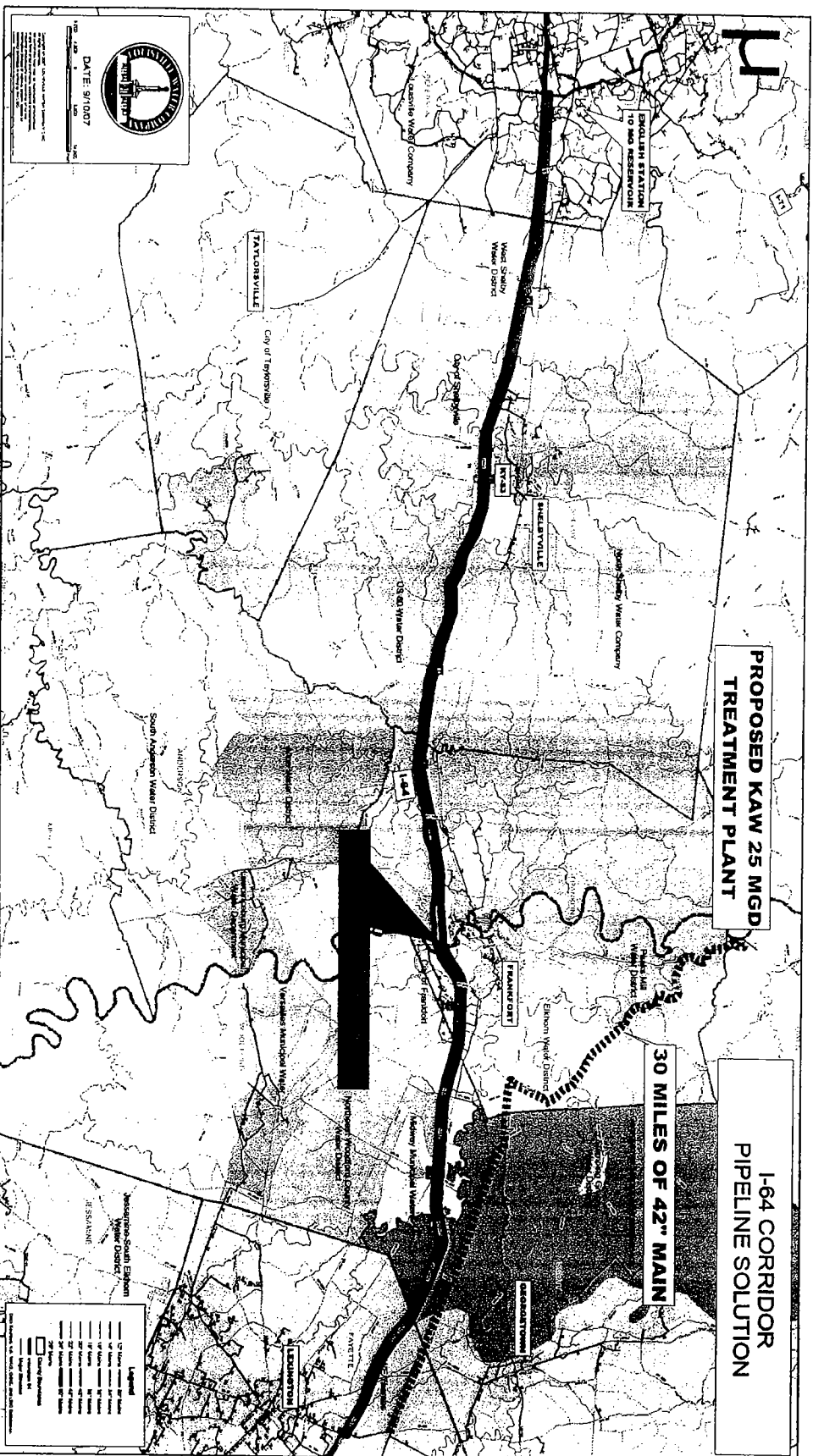
- Financial analysis of two delivery alternatives
 - Pool 3 option (Kentucky River)
 - LWC option (Ohio River)
- Two flow scenarios
 - Peaking plant model (6 MGD constant flow)
 - Capacity expansion model (0.5 MGD/year increase)
- Two timeframes
 - Phase 1 - 2008-2030
 - Phase 2 - 2030-2050

Financial model assumptions include:

Construction costs per KAW (Cannett, Fleming and PASC (O'Brien & Gere) reports)

- O&M expenses per KAW PSC testimony
- Inflation @ 2.4%
- Construction cost increases @ 3%
- Municipal bond interest rate @ 4.7%
- KAW after-tax return @ 7.75%
- LWC wholesale rate increases @ 3% per year
- Rehabilitation & Replacement funds established based on average asset life
 - Pipelines- 75 years
 - Treatment and pumping facilities- 40 years

Phase 1 Delivery alternatives have differing pipeline alignments



Phase 1 Investigation (2008-2030)

Pool 3 Option

- 25 MGD intake, WTP and pump station @ Pool 3
- 30 mile, 42" transmission main from Pool 3 to Fayette County
- Booster pump station
- 3 MG Storage tank
- UV system in 2011
- O&M expenses per KAW
- KY River Authority withdrawal fee @ \$0.05/1,000 gallons

LWC Pipeline Option

- Not necessary
- 42 mile, 42" transmission main from KY 53 to Fayette County
- Booster pump station
- 3 MG Storage tank
- Riverbank filtration in 2009
- Transmission O&M expenses only
- KY River Authority withdrawal fee @ \$0.05/1,000 gallons
- LWC wholesale rate (initially \$1.71/1000 gals)

Pool 3 capital costs are 48% higher than the LWC 42-inch pipeline

Phase 1 Capital Cost Comparison (\$ million)

	Pool 3	LWC Pipeline
Construction estimate	\$108.3 M	\$73.0 M
Contingency	<u>21.6</u>	<u>14.6</u>
Probable construction cost	\$129.9	\$87.6
Engr. /permitting/ admin. /land	33.3	22.0
Interest/financing	<u>4.2</u>	<u>3.7</u>
Total Phase 1 Project cost		
Difference		

Present worth costs are lower for LWC pipeline in either scenario

Phase 1 Present worth cost comparison

	Constant flow 6 MGD	Increasing flow 0.5 MGD/year
Pool 3 option	\$316.5 M	\$326.4 M
LWC option	\$250.3 M	\$297.8 M
Difference		

5



What happens after 2030 when additional capacity is needed?

Pool 3 Option

- New 15 MGD Ohio River intake and pump station
- 30 mile, 30" raw water transmission main to Pool 3
- Expansion of Pool 3 WTP from 25 to 45 MGD
- Parallel 30 mile, 30" main to Fayette County
- New booster pump station
- New 2 MG storage tank
- Additional staff needed

LWC Pipeline Option

- Not necessary
- Not necessary
- Not necessary
- Parallel 42 mile, 30" main from KY 53 to Fayette County
- New booster pump station
- New 2 MG storage tank
- No additional staff needed

Phase 2 Pool 3 capital costs are twice the LWC option

Phase 2 Capital Cost Comparison (\$ million)

	Pool 3	LWC Pipeline
Construction estimate	\$111.0 M	\$54.1 M
Contingency	<u>22.2</u>	<u>10.8</u>
Probable construction cost	\$133.2	\$64.9
Engr. / permitting / admin. / land	33.3	16.2
Interest / financing	<u>4.8</u>	<u>2.4</u>
Total Phase 1 Project cost		
Difference		

Present worth costs are substantially lower for LWC pipeline over 40-year analysis

2010-2050 Present worth cost comparison

	Constant flow 6 MGD	Increasing flow 0.5 MGD/yr
Pool 3 option	\$394.6 M	\$625.7 M
LWC option	\$296.9 M	\$508.9 M
Difference	1	

A 36-inch pipeline from Louisville is feasible

- Lower pipe material and construction cost than 42" pipeline
- Lower contingencies and engineering costs are typical for pipeline projects
- 36" pipeline flow velocities acceptable at 25 MGD
- Additional pump station overcomes higher energy loss

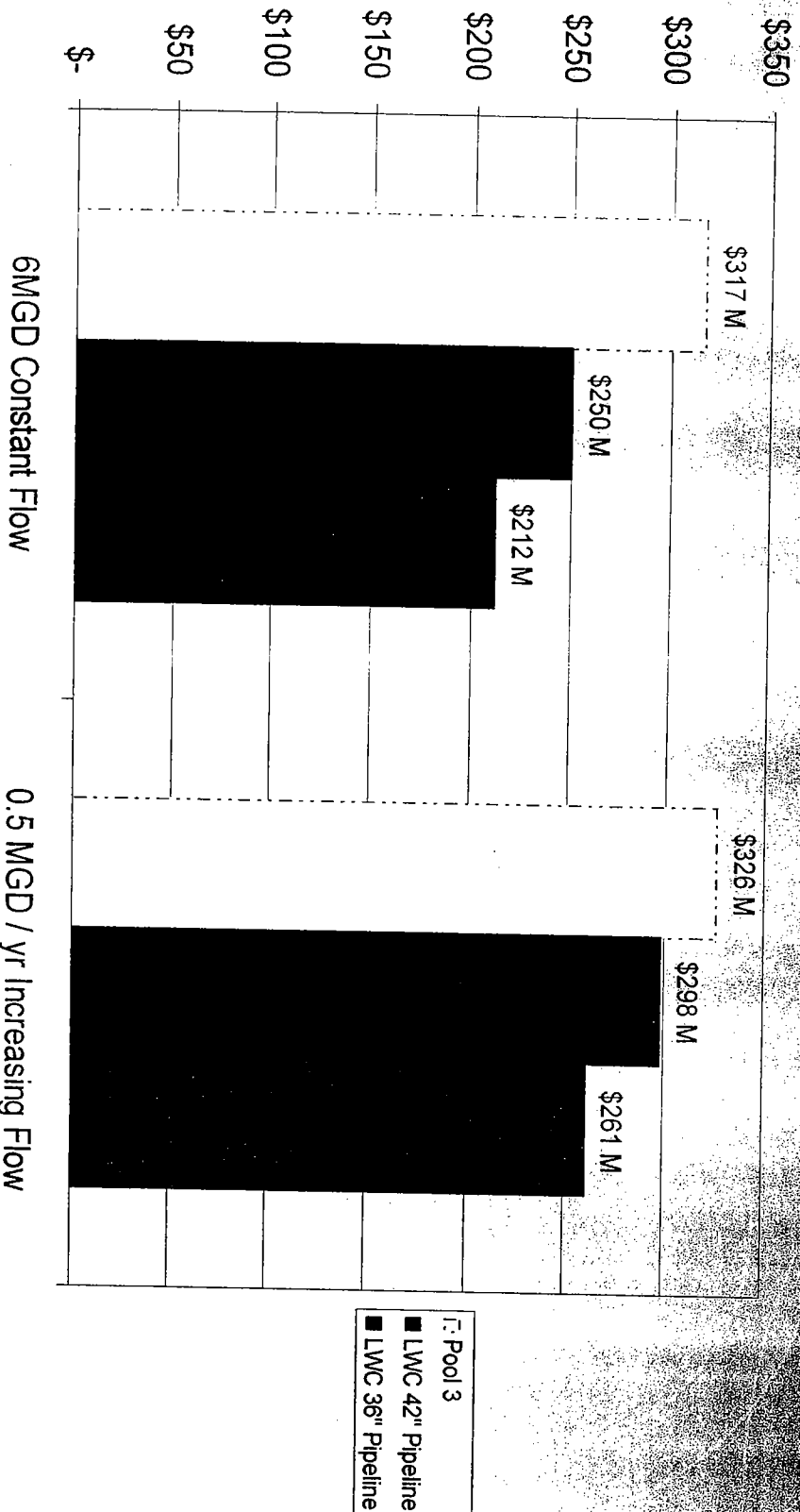
Additional \$25 million in capital cost savings over 42-inch pipeline option

Capital Cost Comparison (\$ millions)

	Pool 3	LWC-36"	LWC-42"
Construction estimate	\$108.3 M	\$64.5 M	\$73.0 M
Contingency	<u>21.6</u>	<u>6.4</u>	<u>14.6</u>
Probable construction cost	\$129.9	\$ 70.9	\$87.6
Engineering/permitting/ admin/land	33.3	14.3	22.0
Interest/financing	<u>4.2</u>	<u>2.9</u>	<u>3.7</u>
Total Phase 1 Project cost			

20-year present worth costs are attractive for 36-inch pipeline option

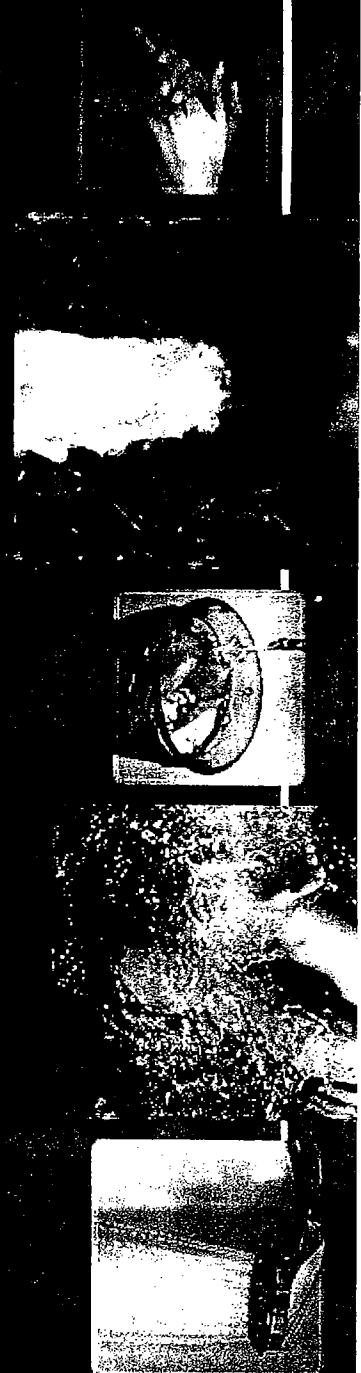
Phase 1 (2030) Present Worth Cost Comparison



Conclusions of R. W. Beck study

- Construction costs for LWC pipeline are lower than Pool 3 in all scenarios
- LWC pipeline is lower cost solution in Phase 1, saving ratepayers between \$28 and \$66M over 20 years
- LWC pipeline is lower cost solution over 40-year analysis, with savings ranging from \$98M to \$117M
- A 36" pipeline from LWC is a viable alternative to the 42" pipeline, with additional cost savings of \$37M

DISCLOSURE



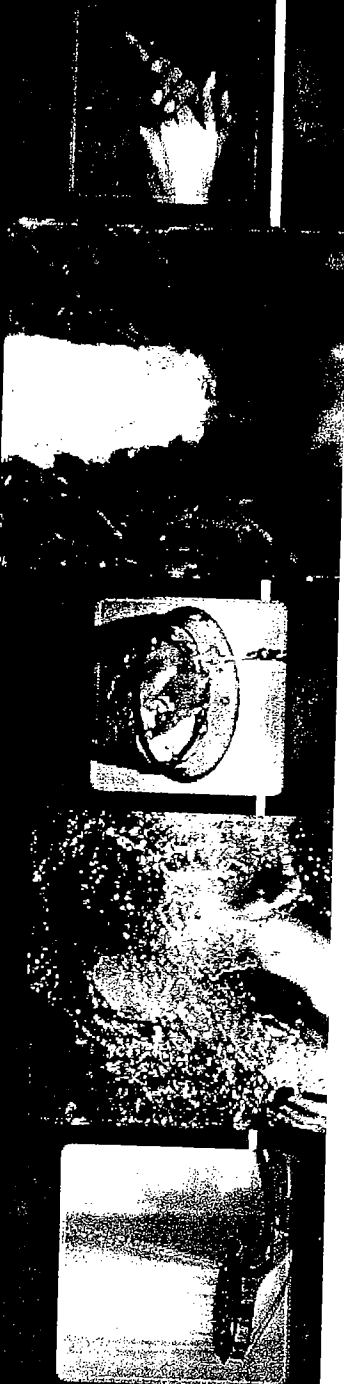
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KAW/BWSC vs. Louisville - Schedule

- KAW/BWSC Project
 - Pool 3 design initiated - April, 2006
 - Project substantial completion April, 2010
 - Total project time since design initiated – 4 years
- Louisville Proposal
 - Minor reports initiated
 - Design has not commenced
 - Project completion date has not been identified



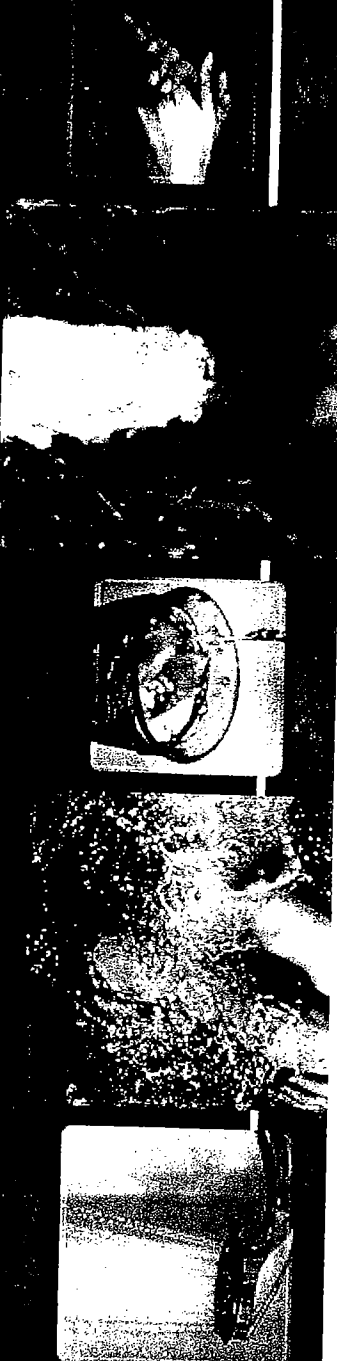
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KAW-BWSC vs. LWC Schedule

	KAWC/BWSC Pool 3 Project			Louisville Proposal		
	Start	Finish	Duration (months)	Start	Finish	Duration (months)
Engineering Report	4/06	3/07	11	7/07	6/08	11
Contract Negotiations	9/06	2/08	17	1/08	7/08	6*
Design	4/06	8/07	16*	7/08	7/09	12*
Permits (50% design)	2/06	10/07	10	1/09	11/09	10
Land Acquisition (25% design)	8/06	12/07	16	10/08	10/10	24*
Bidding	8/07	2/08	6*	6/10	12/10	6*
PSC Approval	3/07	12/07	9*	1/10	10/10	9
Construction	2/08	4/10	26*	12/10	12/12	24*

* Critical Path Item (Timing critical to schedule for completion)



Louisville Capacity

- Currently have 35 mgd reserve capacity
- 2002 Black & Veatch Study for Louisville demand projections by 2020
 - growth of Louisville Metro Service Area
 - reserve capacity is reduced to 7.4 mgd
- KAW/BWSC have current needs for 25 mgd



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